UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 18, 2015

Bio-Reference Laboratories, Inc.
(Exact name of registrant as specified in its charter)

New Jersey	0-15266	22-2405059
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

481 Edward H. Ross Drive
Elmwood Park, NJ 07407
(Address of principal executive offices) (Zip Code)

(201) 791-2600
Registrant's telephone number, including area code

Not applicable
(Former name or former address if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth under Item 2.03 of this Current Report on Form 8-K regarding the Loan Amendment is incorporated into this Item 1.01 by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On August 20, 2015, pursuant to the terms of the previously announced Agreement and Plan of Merger, dated as of June 3, 2015 (the "Merger Agreement"), by and among Bio-Reference Laboratories, Inc., a New Jersey corporation ("Bio-Reference"), OPKO Health, Inc., a Delaware corporation ("OPKO"), and Bamboo Acquisition, Inc., a New Jersey corporation and wholly owned subsidiary of OPKO ("Merger Sub"), Merger Sub merged with and into Bio-Reference (the "Merger"), with Bio-Reference surviving as a wholly-owned subsidiary of OPKO.

At the effective time of the Merger (the "Effective Time"), each outstanding share of Bio-Reference's common stock, par value $0.01 per share (the "Bio-Reference Common Stock"), other than shares of Bio-Reference Common Stock held by OPKO, Merger Sub, Bio-Reference or any wholly-owned subsidiary of OPKO or Bio-Reference, which were cancelled and retired at the Effective Time, was converted into and exchanged for the right to receive 2.75 shares (the "Exchange Ratio") of common stock, par value $0.01 per share, of OPKO (the "OPKO Common Stock"). No fractional shares of OPKO Common Stock will be issued to Bio-Reference shareholders in connection with the Merger. Instead, a Bio-Reference shareholder who would otherwise be entitled to a fractional share (after taking into account all certificates and book-entry shares delivered by such shareholder) will receive one full share of OPKO Common Stock in lieu of such fractional share.

At the Effective Time, each outstanding option to purchase shares of Bio-Reference Common Stock (each, a "Bio-Reference Stock Option") that was outstanding and unexercised immediately prior to the Effective Time, whether or not vested, was converted into an option to purchase OPKO Common Stock and was assumed by OPKO in accordance with the terms of the Bio-Reference 2003 Employee Incentive Stock Option Plan (the "Bio-Reference Plan") and the terms of the contract evidencing such Bio-Reference Stock Option, except that as of the Effective Time, (i) OPKO and its compensation committee has been substituted for Bio-Reference and the compensation committee of the board of directors of Bio-Reference administering the Bio-Reference Plan and (ii) each Bio-Reference Stock Option assumed by OPKO may be exercised solely for shares of OPKO Common Stock. The number of shares of OPKO Common Stock subject to each assumed Bio-Reference Stock Option was adjusted to an amount equal to the product of (a) the number of shares of Bio-Reference Common Stock subject to such Bio-Reference Stock Option immediately before the Effective Time and (b) the Exchange Ratio, rounded down to the nearest whole share. The per share exercise price for shares of OPKO Common Stock under each assumed Bio-Reference Stock Option was adjusted to a price equal to the quotient of (a) the per share exercise price of such Bio-Reference Stock Option divided by (b) the Exchange Ratio, rounded up to the nearest whole cent.

Based on the number of shares of Bio-Reference Common Stock and Bio-Reference Stock Options outstanding at the Effective Time, OPKO is expected to issue up to an aggregate of approximately 76.8 million shares of OPKO Common Stock to the former holders of Bio-Reference Common Stock and Bio-Reference Stock Options in consideration for their shares of Bio-Reference Common Stock and upon the exercise of Bio-Reference Stock Options.

The foregoing description of the Merger Agreement and Merger is not complete and is qualified in its entirety by reference to the Merger Agreement, which was included as Annex A to Bio-Reference's definitive proxy statement filed under the cover of Schedule 14A with the Securities and Exchange Commission (the "SEC") on July 20, 2015, and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

In connection with the Merger, Bio-Reference entered into a Fifteenth Amendment to Loan Documents, dated as of August 18, 2015 (the "Loan Amendment"), with PNC Bank, National Association ("PNC"), as lender and as agent, amending the Amended and Restated Loan and Security Agreement, dated as of September 30, 2004, by and among Bio-Reference and GeneDx, Inc., as borrowers, and PNC, as lender and agent, as amended (the "Credit Facility"). The Loan Amendment includes PNC's consent to the Merger and amendments to certain provisions in the Credit Facility to, among other things, (i) permit Bio-Reference to amend its organizational documents and change its fiscal year as a result of the Merger, (ii) modify the event of default triggered upon a change in the existing management of Bio-Reference and (iii) allow termination of the Credit Facility upon 20 days' (or such shorter period as is acceptable to PNC) prior written notice and payment in full of the outstanding obligations under the Credit Facility.

The Credit Facility provides Bio-Reference with a line of credit of up to the lesser of $120 million and 50% of certain eligible receivables of Bio-Reference, subject to the terms and conditions set forth therein. Borrowings under the Credit Facility may be used for working capital needs and to reimburse drawings under letters of credit. Interest on advances under the Credit Facility is payable based on PNC's prime rate, and may also be based in part on a "Euro-Rate" linked to the London interbank offer rate for US dollars, in each case, plus an additional interest percentage. The Credit Facility is secured by substantially all assets of Bio-Reference and is guaranteed by certain subsidiaries of Bio-Reference. The Credit Facility contains certain affirmative and negative covenants (subject to certain exceptions and baskets), which limit the ability of Bio-Reference, the guarantors thereunder and certain of their subsidiaries to, among other things, pay dividends, incur indebtedness, create liens, enter into certain acquisition transactions and make capital expenditures. Additionally, the Credit Facility contains financial covenants which require Bio-Reference to maintain a minimum fixed charge coverage ratio. The Credit Facility also contains customary events of default, including events of default arising from non-payment, material misrepresentations, breaches of covenants, cross default to certain indebtedness, bankruptcy and changes in management. As of the Effective Time, approximately $68.5 million was outstanding under the Credit Facility.

A copy of the Loan Amendment is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On August 20, 2015, in connection with the closing of the Merger, Bio-Reference notified the NASDAQ Global Select Market ("NASDAQ") of the completion of the Merger and requested that NASDAQ file a notification of removal from listing on Form 25 with the SEC to delist the Bio-Reference Common Stock from NASDAQ and deregister the Bio-Reference Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). NASDAQ halted trading in the Bio-Reference Common Stock effective prior to market open on August 20, 2015. Bio-Reference intends to file with the SEC a Form 15 suspending Bio-Reference's reporting obligations under the Exchange Act.

Item 3.03 Material Modification of Rights of Security Holders.

The information set forth under Items 2.01, 3.01 and 5.03 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 5.01 Changes in Control of Registrant.

The information set forth under Items 2.01 and 5.02 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

At the Effective Time, each of the directors of Bio-Reference in office immediately prior to the Effective Time voluntarily resigned from the Board of Directors of Bio-Reference and the directors of Merger Sub immediately prior to the Effective Time, Steven D. Rubin and Adam Logal, became the directors of Bio-Reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

At the Effective Time, the certificate of incorporation and bylaws of Bio-Reference were amended and restated in their entirety in accordance with the terms of the Merger Agreement. A copy of the Amended and Restated Certificate of Incorporation of Bio-Reference and the Bylaws of Bio-Reference, as amended, are attached as Exhibits 3.1 and 3.2 hereto, respectively, and are incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders

On August 20, 2015, Bio-Reference held a special meeting of its shareholders (the "Special Meeting") to vote on (i) a proposal to approve and adopt the Merger Agreement and approve the Merger, (ii) a proposal to approve, on a non-binding, advisory basis, the compensation to be paid or to become payable to Bio-Reference's named executive officers in connection with the Merger and (iii) a proposal to adjourn the Special Meeting, if necessary, to permit further solicitation of proxies in the event there were not sufficient votes at the time of the Special Meeting to approve and adopt the Merger Agreement and approve the Merger. Below is a summary of the votes for each proposal.

1. The shareholders voted to approve and adopt the Merger Agreement and approve the Merger. The votes on the Merger proposal were as follows:

For	Against	Abstain	Broker Non-Vote
18,911,036	271,499	85,295	0

2. The shareholders voted to approve, on a nonbinding advisory basis, the compensation to be paid or to become payable to Bio-Reference's named executive officers in connection with the Merger. The votes on the Merger-related compensation proposal were as follows:

For	Against	Abstain	Broker Non-Vote
17,551,328	1,439,880	276,623	0

3. The shareholders voted to approve the adjournment of the Special Meeting, if necessary, to permit further solicitation of proxies in the event there were not sufficient votes at the time of the Special Meeting to approve and adopt the Merger Agreement and approve the Merger. The votes on the adjournment proposal were as follows:

For	Against	Abstain	Broker Non-Vote
17,994,834	1,157,837	115,160	0

No other matters were considered or voted upon at the Special Meeting.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
3.1	Amended and Restated Certificate of Incorporation of Bio-Reference Laboratories, Inc.
3.2	Bylaws of Bio-Reference Laboratories, Inc., as amended.
10.1	Fifteenth Amendment to Loan Documents, dated as of August 18, 2015, by and among Bio-Reference Laboratories, Inc., GeneDx, Inc. and PNC Bank, National Association, as lender and as agent.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Bio-Reference Laboratories, Inc.

Dated: August 20, 2015

By: /s/ Marc D. Grodman, M.D.
Name: Marc D. Grodman, M.D.
Title: President and Chief Executive Officer

EXHIBIT INDEX

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Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE

OF

INCORPORATION

OF

BIO-REFERENCE LABORATORIES, INC.

1. Name:

   Bio-Reference Laboratories, Inc.

2. Registered Agent:

   Corporation Service Company

3. Registered Office:

   830 Bear Tavern Road
   West Trenton, New Jersey 08628

4. Business Purpose:

   To engage in any activity within the purpose for which corporations may be organized under N.J.S.A. 14A:1-1 et seq.

5. Stock:

   1,000 shares of common stock, $.01 par value per share

6. Board of Directors:

   Steven D. Rubin
   4400 Biscayne Boulevard
   Miami, Florida 33137

   Adam Logal
   4400 Biscayne Boulevard
   Miami, Florida 33137

IN WITNESS WHEREOF, Bio-Reference Laboratories, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer as of the 20th day of August, 2015.

BIO-REFERENCE LABORATORIES, INC.

By: /s/ Richard L. Faherty
Name: Richard L. Faherty
Title: Senior Vice President, Corporate Affairs, Interoperability and Communications

Exhibit 3.2

BIO-REFERENCE LABORATORIES, INC.

BY-LAWS

ARTICLE I

Offices

The registered office of the Corporation shall be located at 830 Bear Tavern Road, West Trenton, County of Mercer, State of New Jersey.

The Corporation may also have offices at such other places, both within and without the State of New Jersey, as may from time to time be designated by the Board of Directors.

ARTICLE II

Books

The books and records of the Corporation may be kept (except as otherwise provided by the laws of the State of New Jersey) outside of the State of New Jersey and at such place or places as may from time to time be designated by the Board of Directors.

ARTICLE III

Shareholders

Section 1. Annual Meetings. The annual meeting of the shareholders of the Corporation for the election of Directors and the transaction of such other business as may properly come before said meeting shall be held at the principal business office of the Corporation or at such other place or places either within or without the State of New Jersey as may be designated by the Board of Directors and stated in the notice of the meeting.

Written notice of the place designated for the annual meeting of the shareholders of the Corporation shall be delivered personally or mailed to each shareholder entitled to vote thereat not less than ten (10) and not more than sixty (60) days prior to said meeting, but at any meeting at which all shareholders shall be present, or of which all shareholders not present have waived notice in writing, the giving of notice as above described may be dispensed with. If mailed, said notice shall be directed to each shareholder at such shareholder's address as the same appears on the stock ledger of the Corporation unless such shareholder shall have filed with the Secretary of the Corporation a written request that notices intended for such shareholder be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings. Special meetings of the shareholders of the Corporation shall be held whenever called in the manner required by the laws of the State of New Jersey for purposes as to which there are special statutory provisions, and for other purposes whenever

called by resolution of the Board of Directors, or by the President, or by the holders of a majority of the outstanding shares of capital stock of the Corporation the holders of which are entitled to vote on matters that are to be voted on at such meeting. Any such special meeting of shareholders may be held at the principal business office of the Corporation or at such other place or places, either within or without the State of New Jersey, as may be specified in the notice thereof. Business transacted at any special meeting of shareholders of the Corporation shall be limited to the purposes stated in the notice thereof.

Except as otherwise expressly required by the laws of the State of New Jersey, written notice of each special meeting, stating the day, hour and place, and in general terms the business to be transacted thereat, shall be delivered personally or mailed to each shareholder entitled to vote thereat not less than ten (10) days and not more than sixty (60) days before the meeting. If mailed, said notice shall be directed to each shareholder at such shareholder's address as the same appears on the stock ledger of the Corporation unless he shall have filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in said request. At any special meeting at which all shareholders shall be present, or of which all shareholders not present have waived notice in writing, the giving of notice as above described may be dispensed with.

Section 3. List of Shareholders. The officer of the Corporation who shall have charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of shareholders, a complete list of the shareholders entitled to vote at said meeting, arranged in alphabetical order and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 4. Quorum. At any meeting of the shareholders of the Corporation, except as otherwise expressly provided by the laws of the State of New Jersey, the Certificate of Incorporation or these By-Laws, there must be present, either in person or by proxy, in order to constitute a quorum, shareholders owning a majority of the issued and outstanding shares of the capital stock of the Corporation entitled to vote at said meeting. The shareholder presents in person or by proxy at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of sufficient shareholders to leave less than a quorum. At any meeting of shareholders at which a quorum is not present, the holders of, or proxies for, a majority of the stock which is represented at such meeting, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 5. Organization. The President, or in his absence any Vice President, shall call to order meetings of the shareholders and shall act as chairman of such meetings. The Board of Directors or the shareholders may appoint any shareholder or any Director or officer of the Corporation to act as chairman of any meeting in the absence of the President and all of the Vice Presidents.

The Secretary of the Corporation shall act as secretary of all meetings of the shareholders, but in the absence of the Secretary the presiding officer may appoint any other person to act as secretary of any meeting.

Section 6. Voting. Except as otherwise provided in the Certificate of Incorporation or these By-Laws, each shareholder of record of the Corporation shall, at every meeting of the shareholders of the Corporation, be entitled to one (1) vote for each share of stock standing in his name on the books of the Corporation on any matter on which he is entitled to vote, and such votes may be cast either in person or by proxy, appointed by an instrument in writing, subscribed by such shareholder or by his duly authorized attorney, and filed with the Secretary before being voted on. No proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period, but in no event shall a proxy be valid after three (3) years from its date. A proxy shall not be revoked by the death or incapacity of the shareholder who executed the proxy but shall continue in force until revoked by the personal representative or guardian of such shareholder.

The vote on all elections of Directors and on any other questions before the meeting need not be by ballot, except upon demand of any shareholder.

When a quorum is present at any meeting of the shareholders of the Corporation, the vote of the holders of a majority of the capital stock entitled to vote at such meeting and present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, under any provision of the laws of the State of New Jersey or of the Certificate of Incorporation, a different vote is required in which case such provision shall govern and control the decision of such question.

Section 7. Consent. Except as otherwise provided by the laws of the State of New Jersey or the Certificate of Incorporation, whenever the vote of the shareholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provision of the laws of the State of New Jersey or of the Certificate of Incorporation, such corporate action may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted (except that in the case of the annual election of Directors or an action taken pursuant to Chapter 10 of the New Jersey Business Corporation Act the consent in writing must be signed by all the holders of outstanding capital stock of the Corporation entitled to vote thereon). Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented thereto in writing.

ARTICLE IV

Directors

Section 1. Number, Election and Term of Office. The business and affairs of the Corporation shall be managed by the Board of Directors. The number of Directors which shall

constitute the whole Board shall be not less than two (2) nor more than twelve (12); provided, however, that in the event the number of shareholders shall be less than two (2), the number of Directors may be equal to the number of shareholders. Within such limits, the number of Directors may be fixed from time to time by vote of the shareholders or of the Board of Directors, at any regular or special meeting, subject to the provisions of the Certificate of Incorporation. Directors shall be at least eighteen (18) years of age and need not be citizens or residents of the United States or shareholders of the Corporation. Directors shall be elected at the annual meeting of the shareholders of the Corporation, except as provided in Section 2 of this Article, to serve until the next annual meeting of shareholders and until their respective successors are duly elected and have qualified.

In addition to the powers expressly conferred by these Bylaws upon the Board, the Board may also exercise any and all such powers of the Corporation as are not required by the laws of the State of New Jersey, the Certificate of Incorporation or these By-laws to be exercised or done by the shareholders of the Corporation.

Section 2. Vacancies and Newly Created Directorships. Except as hereinafter provided, any vacancy in the office of a Director occurring for any reason other than the removal of a Director pursuant to Section 3 of this Article, and any newly created Directorship resulting from any increase in the authorized number of Directors, may be filled by a majority of the Directors then in office or by a sole remaining Director. In the event that any vacancy in the office of a Director occurs as a result of the removal of a Director pursuant to Section 3 of this Article, or in the event that vacancies occur contemporaneously in the offices of all of the Directors, such vacancy or vacancies shall be filled by the shareholders of the Corporation at a meeting of shareholders called for the purpose. Directors chosen or elected as aforesaid shall hold office until the next annual meeting of shareholders and until their respective successors are duly elected and have qualified.

Section 3. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of New Jersey, as shall from time to time be determined by resolution of the Board.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on notice given to the other Director(s), and such meetings shall be held at the principal business office of the Corporation or at such other place or places, either within or without the State of New Jersey, as shall be specified in the notices thereof.

Section 5. Annual Meetings. The first meeting of each newly elected Board of Directors shall be held as soon as practicable after each annual election of Directors and on the same day, at the same place at which regular meetings of the Board of Directors are held, or at such other time and place as may be provided by resolution of the Board. Such meeting may be held at any other time or place which shall be specified in a notice given, as hereinafter provided, for special meetings of the Board of Directors.

Section 6. Notice. Notice of any meeting of the Board of Directors requiring notice shall be given to each Director by mailing the same at least forty-eight (48) hours, or by telegraphing the same at least twelve (12) hours, before the time fixed for the meeting.

Attendance of a Director at a meeting shall constitute waiver of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting, at the beginning of such meeting, to the transaction of any business because such meeting is not lawfully called or convened.

Section 7. Quorum. At all meetings of the Board of Directors, the presence of a majority or more of the Directors constituting the Board (but in no event less than two Directors) shall constitute a quorum for the transaction of business. Except as may be otherwise specifically provided by the laws of the State of New Jersey, the Certificate of Incorporation or these By-Laws, the affirmative vote of a majority of the Directors present at the time of such vote shall be the act of the board of Directors if a quorum is present. If a quorum shall not be present at any meeting of the Board of Directors the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Consent. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if all members of the Board consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

Section 9. Compensation of Directors. Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 10. Resignations. Any Director of the Corporation may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time be not specified, upon receipt thereof; and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

Officers

Section 1. Number, Election and Term of Office. The officers of the Corporation shall be a President, a Secretary and a Treasurer, and may at the discretion of the Board of Director include a Chairman of the board or one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of the shareholders, and shall hold their respective offices until their successors are duly elected or until their earlier resignation, death or removal. Any number of offices may be held by the same person. The Board of Directors may from time to time appoint such other officers and agents as the interest of the Corporation may require and may fix their duties, subject to the control of the Board of Directors and terms of office.

Section 2. President. The President shall be the chief executive officer of the Corporation and shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect. He shall ensure that the books, reports, statements, certificates and other records of the Corporation are kept, made or filed in accordance with the laws of the State of New Jersey. He shall preside at all meetings of the Board of Directors and at all meetings of the shareholders. He shall cause to be called regular and special meetings of the shareholders and of the Board of Directors in accordance with these By-Laws. He may sign, execute and deliver in the name of the Corporation all deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing, execution or delivery thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation or where any of them shall be required by law otherwise to be signed, executed or delivered. He may sign, with the Treasurer or an Assistant Treasurer, or the Secretary of an Assistant Secretary, certificates of stock of the Corporation. In addition to the powers and duties expressly conferred upon him by these By-Laws, he shall, except as otherwise specifically provided by the laws of the State of New Jersey, have such other powers and duties as shall from time to time be assigned to him by the Board of Directors.

Section 3. Vice Presidents. The Vice President shall perform such duties as the President or the Board of Directors shall require. Any Vice President shall, during the absence or incapacity of the President, assume and perform his duties.

Section 4. Secretary. The Secretary may sign all certificates of stock of the Corporation. He or she shall record all the proceedings of the meetings of the Board of Directors and of the shareholders of the Corporation in books to be kept for that purpose. He or she shall have custody of the seal of the Corporation and may affix the same to any instrument requiring such seal when authorized by the Board of Directors, and when so affixed he or she may attest the same by his signature. He or she shall keep the transfer books, in which all transfers of the capital stock of the Corporation shall be registered, and the stock books which shall contain the names and addresses of all holders of the capital stock of the Corporation and the number of shares held by each; and he or she shall keep such stock and transfer books open daily during business hours to the inspection of every shareholder and for transfer of stock. He or she shall notify the Directors and shareholders of their respective meetings as required by law or by these By-Laws, and shall perform such other duties as may be required by law or by these By-Laws, or which may be assigned to him or her from time to time by the Board of Directors.

Section 5. Assistant Secretaries. The Assistant Secretaries shall, during the absence or incapacity of the Secretary, assume and perform all functions and duties which the Secretary might lawfully do if present and not under any incapacity.

Section 6. Treasurer. The Treasurer shall have charge of the funds and securities of the Corporation. He may sign all certificates of stock of the Corporation. He shall keep full and accurate accounts of all receipts and disbursements of the Corporation in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board, and shall render to the President or the Directors, whenever they may require it, an account of business and financial position of the Corporation.

Section 7. Assistant Treasurers. The Assistant Treasurers shall, during the absence or incapacity of the Treasurer, assume and perform all functions and duties which the Treasurer might lawfully do if present and not under any incapacity.

Section 8. Transfer of Duties. The Board of Directors in its absolute discretion may transfer the power and duties, in whole or in part, of any officer to any other officer, or persons, notwithstanding the provisions of these By-Laws, except as otherwise provided by the laws of the State of New Jersey.

Section 9. Vacancies. If the office of President, Vice President, Secretary or Treasurer, or of any other officer or agent becomes vacant for any reason, the Board of Directors may choose a successor to hold office for the unexpired term.

Section 10. Removals. Any officer or agent of the Corporation may be removed from office, with or without cause, by the affirmative vote of a majority of the entire Board of Directors.

Section 11. Compensation of Officers. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Section 12. Resignations. Any officer or agent of the Corporation may resign at any time by giving written notice to the Board of Directors, to the President or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof; and unless otherwise specified therein, acceptance of such resignation shall no be necessary to make it effective.

ARTICLE VI

Contracts, Checks and Notes

Section 1. Contracts. Unless the Board of Directors shall otherwise specifically direct, all contracts of the Corporation shall be executed in the name of the Corporation by the President, a Vice President, the Treasurer or the Secretary.

Section 2. Checks and Notes. All checks, drafts, bills of exchange and promissory notes and other negotiable instruments of the Corporation shall be signed by the President, a Vice President, the Treasurer or the Secretary.

ARTICLE VII

Stocks

Section 1. Certificates of Stock. The certificates for shares of the stock of the Corporation shall state upon the face thereof (1) that the Corporation is organized under the laws of the State of New Jersey, (2) the name of the entity or person to whom issued and (3) the

number of shares represented thereby and shall otherwise be in such form, not inconsistent with the Certificate of Incorporation, as shall be prepared or approved by the Board of Directors. Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of the Corporation by, the President or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary certifying the number of shares owned by such shareholder and the date of issue and may be sealed with the seal of the Corporation or a facsimile thereof. No certificate shall be valid unless signed. All certificates shall be consecutively numbered and shall be entered in the books of the Corporation as they are issued.

Where a certificate is countersigned (1) by a transfer agent other than the Corporation or its employee or (2) by a registrar other than the corporation or its employee, any other signature on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

All certificates surrendered to the Corporation shall be cancelled and, except in the case of lost or destroyed certificates, no new certificates shall be issued until the former certificates for the same number of shares of the same class of stock shall have been surrendered an cancelled.

Section 2. Transfer of Stock. Stock of the Corporation shall be transferable in the manner prescribed by the laws of the State of New Jersey. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

ARTICLE VIII

Registered Stockholders

The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of New Jersey.

ARTICLE IX

Lost Certificates

Any person claiming a certificate of stock to be lost or destroyed, shall make an affidavit or affirmation on the fact and advertise the same in such manner as the Board of Directors may require, and the Board of Directors may, in its discretion, require the owner of the lost or

destroyed certificate, or his legal representative, to give the Corporation a bond in a sum sufficient, in the opinion of the Board of Directors, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate. A new certificate of the same tenor and for the same number of shares as the one alleged to be lost or destroyed may be issued without requiring any bond when, in the judgment of the Directors, it is proper so to do.

ARTICLE X

Fixing of Record Date

In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors any fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) day before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at any meeting of shareholders shall be the close of business on the day next preceding the day on which notice of such meeting is given, or, if no notice is given, the day next preceding the day on which the meeting is held, and the record date for determining shareholders for any other purpose shall be the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted. A determination of shareholders of record entitle to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE XI

Dividends

Subject to the relevant provisions of the Certificate of Incorporation, dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in share of the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation.

Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sums as the Director from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE XII

Waiver of Notice

Whenever any notice whatsoever is required to be given by statute or under the provisions of the Certificate of Incorporation or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be equivalent thereto.

ARTICLE XIII

Seal

The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal New Jersey."

ARTICLE XIV

Amendments

Subject to the provisions of the Certificate of Incorporation, these By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the shareholders or by the Board of Directors, at any regular meeting of the shareholders or of the Board of Directors or at any special meeting of the shareholders or of the Board of Directors.

Exhibit 10.1

FIFTEENTH AMENDMENT TO LOAN DOCUMENTS

PNCBANK

THIS FIFTEENTH AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is made as of August 18, 2015, and is by and among **Bio-Reference Laboratories, Inc.** ("BRLI"), and **GeneDX, Inc**. (formerly known as **BRLI No. 2 Acquisition Corp**.), which conducts business as GeneDx (referred to herein from time to time as "GeneDx" and a "Subsidiary Party") (BRLI and the Subsidiary Party herein each a "Borrower" and, collectively, "Borrowers"), the financial institutions which are party hereto (collectively, the "Lenders" and individually a "Lender") and **PNC BANK, NATIONAL ASSOCIATION** in its capacity as the agent for the Lenders and, as of the date hereof, as the sole Lender (in each such capacity, the "Bank").

BACKGROUND

A. The Borrowers have executed and delivered to the Bank, one or more promissory notes, letter agreements, loan agreements, security agreements, mortgages, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents, some or all of which are more fully described on attached Exhibit A, which is made a part of this Amendment (collectively as amended from time to time, the "Loan Documents") which evidence or secure some or all of the Borrowers' obligations to the Bank for one or more loans or other extensions of credit (the "Obligations").

B. The Borrowers and the Bank desire to amend the Loan Documents to (i) consent to the OPKO Merger (as such term is hereinafter defined), pursuant to which BRLI will be the surviving corporation and a wholly-owned subsidiary of OPKO Health, Inc. and (ii) effect certain additional modifications, as provided for in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain of the Loan Documents are amended as set forth in Exhibit A. Any and all references to any Loan Document in any other Loan Document shall be deemed to refer to such Loan Document as amended by this Amendment. This Amendment is deemed incorporated into each of the Loan Documents. Any initially capitalized terms used in this Amendment without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Amendment is or may be inconsistent with any term or provision in any Loan Document, the terms and provisions of this Amendment shall control.

2. (a) Each of the Borrowers hereby certifies that: (a) all of its representations and warranties in the Loan Documents, as amended by this Amendment, are, except as may otherwise be stated in this Amendment: (i) true and correct in all material respects as of the date of this Amendment (except to the extent such representations and warranties expressly relate to an earlier date, in which case, such representations and warranties are true and correct in all material respects as of such earlier date), and (ii) incorporated into this Amendment by reference.

(b) Each of the Borrowers hereby certifies that (i) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under any Loan Document which will not be cured by the execution and effectiveness of this Amendment, (ii) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Amendment or, if required, has been obtained or shall be obtained on

a timely basis pursuant to the terms of this Amendment and (iii) this Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of each Borrower, enforceable in accordance with its terms. The Borrowers confirm that the Obligations remain outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this Amendment.

3. Each of the Borrowers hereby confirms that any collateral for the Obligations, including liens, security interests, mortgages, and pledges granted by the Borrowers or third parties (if applicable), shall continue unimpaired and in full force and effect, and shall cover and secure all of the Borrowers' existing and future Obligations to the Bank, as modified by this Amendment.

4. As a condition precedent to the effectiveness of this Amendment, the Borrowers shall comply with the terms and conditions (if any) specified in Exhibit A.

5. To induce the Bank to enter into this Amendment, to the extent permitted by law, each of the Borrowers waives and releases and forever discharges the Bank and its officers, directors, attorneys, agents, and employees from any liability, damage, claim, loss or expense of any kind that it may have against the Bank or any of them arising out of or relating to the Obligations. Each of the Borrowers further agrees to indemnify and hold the Bank and its officers, directors, attorneys, agents and employees harmless from any loss, damage, judgment, liability or expense (including attorneys' fees) suffered by or rendered against the Bank or any of them on account of any claims arising out of or relating to the Obligations, except to the extent that any of the foregoing arises out of the willful misconduct or gross negligence of the party being indemnified. Each of the Borrowers further states that it has carefully read the foregoing release and indemnity, knows the contents thereof and grants the same as its own free act and deed.

6. This Amendment may be signed in any number of counterpart copies and by the parties to this Amendment on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other acceptable electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Amendment by facsimile or other acceptable electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other acceptable electronic transmission.

7. This Amendment will be binding upon and inure to the benefit of each Borrower and the Bank and their respective heirs, executors, administrators, successors and assigns.

8. This Amendment will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New Jersey, excluding its conflict of laws rules.

9. Except as amended hereby, the terms and provisions of the Loan Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any Default or Event of Default under any Loan Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved). **Each of the Borrowers and Bank expressly ratifies and confirms the waiver of jury trial provisions contained in the Loan Documents.**

[Signature page follows.]

WITNESS the due execution of this Fifteenth Amendment to Loan Documents as a document under seal as of the date first written above.

ATTEST:

By: /s/ Nicholas Papazicos
Name: Nicholas Papazicos
Title: Secretary

BIO-REFERENCE LABORATORIES, INC.

By: /s/ Marc D. Grodman
Name: MARC D. GRODMAN (SEAL)
Title: President

ATTEST:

By: /s/ Nicholas Papazicos
Name: Nicholas Papazicos
Title: Secretary

GENEDX, INC. (formerly known as BRLI NO. 2 ACQUISITION CORP., doing business as GeneDx a Subsidiary Party)

By: /s/ Marc D. Grodman
Name: MARC D. GRODMAN (SEAL)
Title: President

PNC BANK, NATIONAL ASSOCIATION
(as Agent and the sole Lender)

By: /s/ Alberto Casasus, Jr.
(SEAL)
Name: ALBERTO CASASUS, JR.
Title: Senior Vice President

EXHIBIT A TO
FIFTEENTH AMENDMENT TO LOAN DOCUMENTS

A. The "Loan Documents" that are the subject of this Amendment include the following (as any of the foregoing have previously been amended, modified or otherwise supplemented):

1. Amended and Restated Loan and Security Agreement dated as of September 30, 2004, as amended by that certain: (a) letter amendment dated April 20, 2005, (b) Second Amendment to Loan Documents dated as of January 19, 2006, (c) Third Amendment to Loan Documents dated September 13, 2006, (d) Fourth Amendment to Loan Documents Dated as of October 1, 2006, (e) Fifth Amendment to Loan Documents dated as of October 31, 2007, (f) Sixth Amendment to Loan Documents dated as of May 12, 2008, (g) Seventh Amendment to Loan Documents dated as of October 22, 2010, (h) Eighth Amendment to Loan Documents dated as of October 31, 2011, (i) Ninth Amendment to Loan Documents dated November 30, 2011, (j) Tenth Amendment to Loan Documents dated June 7, 2013, (k) Eleventh Amendment to Loan Documents and Waiver Agreement, dated as of September 30, 2013, (l) Twelfth Amendment to Loan Documents dated as of October 28, 2013, (m) Thirteenth Amendment to Loan Documents dated as of February 3, 2014, and (n) Fourteenth Amendment to Loan Documents dated as of May 5, 2015 (collectively, the "Loan Agreement").

2. All other documents, instruments, agreements, and certificates executed and delivered in connection with the Loan Documents listed in this Section A.

B. The Loan Agreement is hereby amended as follows:

1. Definitions. As of the Fifteenth Amendment Date, Section 1.2 of Article 1 (General Terms) of the Loan Agreement is hereby amended to add the following new definitions, which are deemed to be inserted alphabetically:

"Fifteenth Amendment" shall mean the Fifteenth Amendment to Loan Documents dated as of the Fifteenth Amendment Date.

"Fifteenth Amendment Date" shall mean August 18, 2015.

"OPKO" shall mean OPKO Health, Inc., a Delaware corporation.

"OPKO Merger" shall mean the merger of Bamboo Acquisition, Inc., a New Jersey corporation ("Merger Sub) and a wholly owned subsidiary of OPKO, with and into BRLI, with BRLI surviving such merger, and upon the terms and subject to the conditions of the OPKO Merger Agreement, BRLI shall continue its existence, business and operations as a wholly owned Subsidiary of OPKO.

"OPKO Merger Agreement" shall mean that certain Agreement and Plan of Merger by and among OPKO, Merger Sub and BRLI, dated as of June 3, 2015, as same may be amended from time to time.

"OPKO Merger Conditions" shall mean each of the following: (i) the Agent's receipt of the OPKO Merger Closing Deliverables; and (ii) the Agent's receipt of a certificate from BRLI

certifying that (i) there shall not have occurred and be continuing a Default or an Event of Default under this Agreement or the Other Documents immediately prior to the OPKO Merger Effective Time or resulting from the consummation of the OPKO Merger and (ii) the consummation of the OPKO Merger shall not result in a Material Adverse Effect with respect to the Borrowers.

"OPKO Merger Closing Deliverables" shall mean true and complete copies of each of the following: (i) the certificate of merger to be executed and delivered by the parties thereto pursuant to the OPKO Merger Agreement; (ii) the plan of merger to be executed and filed with the office of the Department of the Treasury of New Jersey; (iii) the filed certificate of incorporation of Merger Sub; (iv) the final bylaws of Merger Sub; (v) an incumbency certificate to be executed by the appropriate authorized representatives of BRLI, in form and substance reasonably satisfactory to Agent, dated as of "Effective Time" (as defined in the OPKO Merger Agreement) of the OPKO Merger (the "OPKO Merger Effective Time"), which shall certify the incumbency and signature of the authorized representatives of BRLI; (vi) an organizational chart of BRLI as of the OPKO Merger Effective Time; (vii) true copies of all shareholder and board of director resolutions and consents from each of OPKO, Merger Sub and BRLI adopting and approving the OPKO Merger Agreement and the transactions contemplated therein; (viii) a list of the directors and officers of BRLI as of the OPKO Merger Effective Time; (ix) the tax opinions required to be delivered pursuant to Sections 5.2(c) and 5.3(c) the OPKO Merger Agreement; (x) signed officer certificates required to be executed and delivered pursuant to Sections 5.2(a) and (b) and Sections 5.3(a) and (b) of the OPKO Merger Agreement; and (xi) amendments, if any, to the OPKO Merger Agreement.

"Organizational Documents" shall mean, with respect to any Person, any charter, articles or certificate of incorporation, certificate of organization, registration or formation, certificate of partnership or limited partnership, bylaws, operating agreement, limited liability company agreement, or partnership agreement of such Person and any and all other applicable documents relating to such Person's formation, organization or entity governance matters (including any shareholders' or equity holders' agreement or voting trust agreement) and specifically includes, without limitation, any certificates of designation for preferred stock or other forms of preferred equity.

2. Amendment to Section 5.5 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 5.5 of the Loan Agreement (Financial Statements) is hereby deleted in its entirety and replaced with the following:

5.5. Financial Statements. The consolidated and consolidating balance sheets of Borrowers, and such other Persons described therein, as of October 31, 2014, and the related statements of income, changes in stockholder's equity, and changes in cash flow for the period ended on such date, all accompanied by reports thereon containing opinions without qualification by independent certified public accountants, copies of which have been delivered to Agent, have been prepared in accordance with GAAP, consistently applied (except as otherwise noted therein and for changes in application to which such accountants concur) present fairly in all material respects the consolidated financial position of Borrowers and their Subsidiaries at such date and the results of their operations for such period. Since October 31, 2014, there has been no change in the condition, financial or otherwise, of Borrowers as shown on the consolidated balance sheet as of such date and no change in the aggregate value of machinery, equipment and Real Property owned by Borrowers, except changes in the ordinary course of business of the Borrowers that would not be reasonably likely to result in a Material Adverse Effect.

3. Amendment to Section 5.8 of the Loan Agreement. As of the Fifteenth Amendment Date, subsection (b) of Section 5.8 of the Loan Agreement (Solvency; No Litigation, Violation, Indebtedness or Default) is hereby deleted in its entirety and replaced with the following:

(b) Except as set forth in Schedule 5.8(b), no Borrower has (i) any litigation, arbitration, actions, proceedings, either pending or, to the best of Borrowers' knowledge, threatened, which is reasonably likely to result in a Material Adverse Effect and (ii) any liabilities or indebtedness for borrowed money other than the Obligations and indebtedness permitted under Section 7.8 hereof.

4. Amendment to Section 7.1(a) of the Loan Agreement. As of the Fifteenth Amendment Date, subsection (a) of Section 7.1 of the Loan Agreement (Merger, Consolidation, Acquisition and Sale of Assets) is hereby deleted in its entirety and replaced with the following:

(a) Enter into any merger, consolidation or other reorganization with or into any other Person or acquire all or a substantial portion of the assets or Equity Interests of any Person or permit any other Person to consolidate with or merge with it; except (i) with respect to (A) Permitted Acquisitions, (B) the GeneDX Acquisition, (C) the acquisition of substantially all of the operating assets of Diagnostic Pathology Services, Inc., a Maryland corporation, pursuant to that certain Asset Sale/Purchase Agreement dated September 26, 2006 by and among Diagnostic Pathology Services, Inc., James T. Sundeen, and BRLI, (D) the acquisition of substantially all of the tangible and intangible assets, excluding cash, receivables and certain other assets, of Lenetix Medical Screening Laboratory, Inc. ("Lenetix") from Lenetix and its stockholder on or about March 2, 2010, (E) the acquisition of all of the authorized, issued and outstanding shares of The Genetics Center, Inc. ("GCI"), a New York corporation engaged in the clinical laboratory business with principal place of business in Smithtown, New York on or about August 5, 2011, and (F) the acquisition of substantially all of the operating assets of Hunter Laboratories, Inc. pursuant to that Hunter APA and the other Hunter Transaction Documents; (ii) BRLI may acquire the assets of Edge Bioserve LLC, its wholly owned Subsidiary, and thereafter dissolve such Subsidiary; and (iii) the OPKO Merger subject to the satisfaction of the OPKO Merger Conditions.

5. Amendment to Section 7.7 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 7.7 of the Loan Agreement (Dividends) is deleted in its entirety and replaced with the following:

7.7. Dividends. Declare, pay or make any dividend or distribution on any Equity Interests of any Borrower (other than dividends or distributions payable in its stock, or split-ups or reclassifications of its stock) or apply any of its funds, property or assets to the purchase, redemption or other retirement of any Equity Interest, or of any options to purchase or acquire any Equity Interest of any Borrower except that any Subsidiary shall be permitted to pay dividends to BRLI, so long as no Default or Event of Default shall have occurred and be continuing or would occur after giving pro forma effect to such dividends.

6. Amendment to Section 7.10 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 7.10 of the Loan Agreement (Transactions with Affiliates) is deleted in its entirety and replaced with the following:

7.10 Transactions with Affiliates. Directly or indirectly, purchase, acquire or lease any property from, or sell, transfer or lease any property to, or otherwise deal with, any Affiliate, except (i) transactions in the ordinary course of business, on an arm's-length basis on terms no less favorable than terms which would have been obtainable from a Person other than an Affiliate and (ii) transactions with any Borrower or OPKO or any of their respective Subsidiaries that are

either (A) entered into in the ordinary course of business and not otherwise prohibited by any of the other provisions of this Agreement (which shall include, for the avoidance of doubt, transactions with Affiliates in the nature of shared administrative and operational service arrangements that are designed to (x) take advantage of synergies between a Borrower and such Affiliate(s) and/or (y) effect cost savings and/or operational efficiencies, or (B) entered into outside the ordinary course of business, approved by the Agent (such approval not to be unreasonably withheld, delayed or conditioned) and not otherwise prohibited by any of the other provisions of this Agreement; and with respect to clauses (ii)(A) and (B) above, such transactions shall not have or be reasonably likely to have a Material Adverse Effect with respect to Borrowers.

7. Amendment to Section 7.12 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 7.12 of the Loan Agreement (Fiscal Year and Accounting Changes) is deleted in its entirety and replaced with the following:

   7.12 Fiscal Year and Accounting Changes. Change its fiscal year from October 31, except that upon the consummation of the OPKO Merger (and the satisfaction of the OPKO Merger Conditions), BRLI may change its fiscal year end to December 31, or make any change (i) in accounting treatment and reporting practices except as permitted by GAAP and as disclosed in its financial statements or (ii) in tax reporting treatment except as permitted by law.

8. Amendment to Section 7.14 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 7.14 of the Loan Agreement (Amendment of Articles of Incorporation; By Laws) is deleted in its entirety and replaced with the following:

   7.14 Amendment of Organizational Documents. Amend, modify or waive any term or material provision of its Organizational Documents without Agent's prior written consent, except (i) as required by law; and (ii) any amendments in connection with the OPKO Merger, which shall be in the form of the filed certificate of incorporation of Merger Sub, as amended by the amendment thereto, and the final bylaws of Merger Sub, true copies of which have been furnished by BRLI to Agent with the OPKO Merger Closing Deliverables.

9. Intentionally Omitted.

10. Amendment to Section 9.8 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 9.8 of the Loan Agreement (Quarterly Financial Statements) is hereby modified by adding the following new material at the end of such Section:

    For the avoidance of doubt, following the consummation of the OPKO Merger (and the satisfaction of the OPKO Merger Conditions), the Borrowers shall furnish to Agent the aforesaid financial statements, reports and compliance certificate for the Borrowers' fiscal quarters ending on (x) July 31, 2015 (if not already furnished to Agent prior to the OPKO Merger Effective Time) and (y) September 30, 2015, within forty-five (45) days after the end of each such period.

11. Amendment to Section 9.10 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 9.10 of the Loan Agreement (Other Reports) is hereby deleted in its entirety and replaced with the following:

    9.10 Intentionally Omitted.

12. Amendment to Section 10.5 and 10.6 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 10.5 of the Loan Agreement (Petition By or Against Borrowers) and Section 10.6 of the Loan Agreement (Appointment of Receiver) are hereby deleted in their entirety and replaced with the following:

10.5 Bankruptcy. Any Borrower, any Guarantor or any Subsidiary of any Borrower shall (i) apply for, consent to or suffer (and not diligently seek to dismiss, by appropriate proceedings) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under any state or federal bankruptcy or receivership laws (as now or hereafter in effect), (v) be adjudicated as bankrupt or insolvent (including by entry of any order for relief in any involuntary bankruptcy or insolvency proceeding commenced against it), (vi) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vii) acquiesce to, or fail to have dismissed, within sixty (60) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (viii) take any action for the purpose of effecting any of the foregoing;

10.6 Intentionally Omitted;

13. Amendment to Section 10.8 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 10.8 of the Loan Agreement (Change in Management) is hereby deleted in its entirety and replaced with the following:

10.8 Change in Management. At any time Marc D. Grodman ("Grodman") shall not be employed by Borrowers in substantially the same roles as he holds on the Closing Date (other than the role of Chairman of the Board of Borrowers) and no successor(s) have been retained to act in such roles within ninety (90) days after Grodman's ceasing to be employed in such roles or such shorter period as is required to avoid the occurrence of a Material Adverse Effect;

14. Amendment to Section 13.2 of the Loan Agreement. As of the Fifteenth Amendment Date, the first sentence of Section 13.2 of the Loan Agreement (Termination by Borrowers) is hereby deleted in its entirety and replaced with the following:

13.2 Termination by Borrowers. Borrowers may terminate this Agreement at any time upon not less than twenty (20) days' (or such shorter period as is acceptable to Agent) prior written notice and payment in full of the Obligations.

15. Amendment to Section 16.15 of the Loan Agreement. As of the Fifteenth Amendment Date, Section 16.15 of the Loan Agreement (Confidentiality; Sharing Information) is hereby amended by adding the following clause at the end thereto:

(e) Notwithstanding anything herein to the contrary, any obligation of the Borrowers, Guarantors or any other Persons to provide information to the Agent or Lenders under the Loan Documents and the disclosure of any such information shall be subject to the restrictions on healthcare information and privacy under Applicable Laws.

16. Amendment to Article XVI of the Loan Agreement. As of the Fifteenth Amendment Date, Article XVI of the Loan Agreement (Miscellaneous) is hereby amended to add the following section:

16.17 Limitation of Application to OPKO. Notwithstanding anything to the contrary set forth herein and for the avoidance of doubt, the provisions of this Agreement and the Other Documents shall not be construed to apply to, and are not binding upon, OPKO or any Affiliate of OPKO, or any assets thereof, other than the Borrowers, the Guarantors and any other Persons party thereto or their assets, unless otherwise determined to be binding on OPKO or any such other Affiliate of OPKO pursuant to Applicable Laws.

17. Amendment and Replacement of Certain Schedules to the Loan Agreement. Schedule 5.6 (Prior Names; Acquisitions), Schedule 5.8(b) (Litigation) and Schedule 5.8(d) (Plans) are hereby amended and restated as set forth on the restated schedules which are attached to this Exhibit A and hereby made a part of this Fifteenth Amendment and the Loan Agreement.

C. Consent to the OPKO Merger

1. The Agent and the Lenders hereby consent to the consummation of the OPKO Merger subject to the satisfaction of the OPKO Merger Conditions.

2. For the avoidance of doubt, (i) the Borrowers' representations and warranties as set forth in the Loan Agreement and the Other Documents are representations and warranties of the Borrowers and not of OPKO, and (ii) the covenants set forth in the Loan Agreement and the Other Documents are binding upon the Borrowers, the Guarantors and any other Persons party thereto and are not binding on OPKO and its other Subsidiaries, unless otherwise determined to be binding on OPKO and/or its other Subsidiaries pursuant to Applicable Laws.

D. Conditions to Effectiveness of Amendments. Bank's willingness to agree to the amendments set forth in this Exhibit A and the continuing effectiveness of such amendments are subject to the satisfaction of the following conditions:

1. Execution by all parties and/or delivery to Bank of the following:

   (a) this Amendment (and the annexed Consent), in form and substance acceptable to Bank; and

   (b) an enabling resolution on behalf of each of the Borrowers and Guarantors, in form and substance satisfactory to Bank.

2. Bank shall be in receipt of, as applicable, the final approved forms or signed true copies of the OPKO Merger Closing Deliverables, which shall be satisfactory to Bank (receipt of which is hereby acknowledged by the Bank).

3. Bank shall be in receipt of copies of any amendments to each of the Borrowers' and Guarantors' Organizational Documents previously furnished to the Bank that were executed and/or delivered after February 3, 2014 or confirmation that the Borrowers' and Guarantors' Organizational Documents have not been modified, amended or restated and remain in full force and effect.

4. Bank shall be in receipt of good standing certificates of each of the Borrowers and Guarantors in their jurisdictions of organization issued by the Secretary of State or other appropriate official of each such jurisdiction.

5. Bank shall have received any and all Consents necessary to permit the effectuation of the transactions contemplated by this Amendment.

6. Such other documents, agreements and instruments as Bank shall reasonably require prior to the date hereof to preserve its security interest in the Collateral or otherwise comply with the Loan Agreement and Other Documents, as amended by this Amendment.

E. <u>Conditions Subsequent</u>.

1. BRLI shall deliver to Bank, within two (2) Business Days after the closing of the OPKO Merger, true and complete copies of all of the OPKO Merger Closing Deliverables not previously furnished to Bank pursuant to part D. 2 above.

2. Borrowers agree to reimburse Bank for the fees and expenses of Bank's counsel, whether incurred in connection with this Amendment or in conjunction with the continuing commercial lending relationship between Bank and Borrowers, which fees and expense may be paid by Bank making a Revolving Loan, from time to time, in the amount of such fees and expenses and retaining the proceeds in satisfaction of same.

[End of Exhibit A]

CONSENT BY GUARANTORS

The undersigned Guarantors consent to the provisions of the foregoing Amendment (the "**Amendment**") and all prior amendments and confirms and agrees that:

(a) CareEvolve.com Inc.'s obligations under its: (i) Continuing Unlimited Corporate Guaranty dated as of September 30, 2004, (ii) Amended and Restated Continuing Unlimited Corporate Guaranty dated as of October 31, 2006, and (iii) Guarantor's Security Agreement dated as of September 30, 2004 (collectively, the "**Care Evolve Guaranty Documents**"), relating to the Obligations, shall be unimpaired by the Amendment; and

(b) Genome Diagnostics Ltd.'s and BRLI-Genpath Diagnostics, Inc.'s obligations under their respective Continuing Unlimited Corporate Guaranties, each dated as of October 31, 2011 (collectively the "**Genome and Genpath Guaranty Documents**"), relating to the Obligations, shall be unimpaired by the Amendment; and

(c) Florida Clinical Laboratory, Inc.'s and Meridian Clinical Laboratory Corp.'s obligations under their respective Continuing Unlimited Corporate Guaranties, each dated as of June 7, 2013 (collectively the "**FCL and MCL Guaranty Documents**" and together with the Care Evolve Guaranty Documents and the Genome and Genpath Guaranty Documents, the **"Guaranty Documents"**), relating to the Obligations, shall be unimpaired by the Amendment; and

each Guarantor has no defenses, set offs, counterclaims, discounts or charges of any kind against the Bank, its officers, directors, employees, agents or attorneys with respect to their respective Guaranty Documents; and

(d) all of the terms, conditions and covenants in the Guaranty Documents remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the Obligations, as modified by the Amendment.

Each Guarantor certifies that all representations and warranties made in the Guaranty Documents to which such Guarantor is a party are true and correct in all material respects (except to the extent such representations and warranties expressly relate to an earlier date, in which case, such representations and warranties are true and correct in all material respects as of such earlier date).

Each Guarantor hereby confirms that any Collateral for the Obligations, including liens, security interests, mortgages, and pledges granted by such Guarantor or third parties (if applicable), shall continue unimpaired and in full force and effect, shall cover and secure all of such Guarantor's existing and future Obligations to the Bank, as modified by this Amendment.

Each Guarantor ratifies and confirms the waiver of jury trial provisions contained in the Guaranty Documents to which each such Guarantor is a party.

[Signature Page Follows]

WITNESS the due execution of this Consent as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

ATTEST:

CareEvolve.com, Inc.

By: /s/ Nicholas Papazicos
Name: Nicholas Papazicos
Title: Secretary

By: /s/ Marc D. Grodman
Name: MARC D. GRODMAN (SEAL)
Title: President

ATTEST:

Genome Diagnostics, Ltd.

By: /s/ Nicholas Papazicos
Name: Nicholas Papazicos
Title: Secretary

By: /s/ Marc D. Grodman
Name: MARC D. GRODMAN (SEAL)
Title: President

ATTEST:

BRLI- Genpath Diagnostics, Inc.

By: /s/ Nicholas Papazicos
Name: Nicholas Papazicos
Title: Secretary

By: /s/ Marc D. Grodman
Name: MARC D. GRODMAN (SEAL)
Title: President

ATTEST:

Florida Clinical Laboratory, Inc.

By: /s/ Nicholas Papazicos
Name: Nicholas Papazicos
Title: Secretary

By: /s/ Marc D. Grodman
Name: MARC D. GRODMAN (SEAL)
Title: President

ATTEST:

Meridian Clinical Laboratory Corp.

By: /s/ Nicholas Papazicos
Name: Nicholas Papazicos
Title: Secretary

By: /s/ Marc D. Grodman
Name: MARC D. GRODMAN (SEAL)
Title: President