

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

PRESENTMENT DATE: May 15, 2014

In Re:

LONG BEACH MEDICAL CENTER
et al.

Debtors.

**NOTICE OF PRESENTMENT OF
MOTION FOR RELIEF FROM
AUTOMATIC STAY PURSUANT TO
11 U.S.C. SECTION 362(d)(1)**

Chapter 11
Case Nos. 14-70593-AST
14-70597-AST
(Jointly Administered)

SIRS:

PLEASE TAKE NOTICE, that an Order will be presented for signature to the Honorable Alan S. Trust located at the Long Island Federal Courthouse, 290 Federal Plaza, Courtroom No. 960, Central Islip, New York 11722 on May 15, 2014 on behalf of Ford Motor Credit Company LLC as agent for CAB East, LLC. The proposed Order will seek to vacate the automatic stay imposed by 11 U.S.C. Section 362 with regard to one (1) 2011 Ford F150 (V.I.N. 1FTFW1EF1BFC99185) and one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463), a copy of which Order is annexed hereto. If you have good reason to object to the granting of the proposed Order, you must do so in writing and at least seven (7) business days before the Order is to be signed, you must serve the undersigned and all other entities to whom this motion has been noticed, as indicated below with a copy of your objections stating both the legal grounds and the facts which establish the reasons for your objections. The objections shall identify the motion to which they are addressed by name of moving party, date of hearing, relief sought by the motion, and by title, caption, and index number of the case in which the motion is made. Within that same time you must also file with the Clerk of the Court the original of your objections together with proof by affidavit, admission or otherwise that copies have been properly served.

Please be advised that if an objection is timely filed to the relief requested, or if the Court determines that a hearing is appropriate, the Court will schedule a hearing. Notice of such a hearing will be provided by the applicant.

If no objections are filed, the Court may sign the Order without further proceedings, or may direct that the hearing be held notwithstanding the absence of objections.

DATED: April 21, 2014
Latham, New York

Yours, etc.

/s/ Martin A. Mooney
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TO: Burton S. Weston, Esq.
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United States Trustee
United States Bankruptcy Court
Long Island Federal Courthouse
560 Federal Plaza, Room 560
Central Islip, New York 11722-4456

Long Beach Medical Center
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and Long Beach Memorial Nursing Home, Inc.
(Jointly Administered Debtor)
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Official Committee of Unsecured Creditors
Long Beach Medical Center – 14-70593-AST

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In Re:

LONG BEACH MEDICAL CENTER
et al.

Debtors.

PRESENTMENT DATE: May 15, 2014

**MOTION FOR RELIEF FROM
AUTOMATIC STAY PURSUANT TO
11 U.S.C. SECTION 362(d)(1)**

Chapter 11
Case Nos. 14-70593-AST
14-70597-AST
(Jointly Administered)

Ford Motor Credit Company LLC as agent for CAB East, LLC, a creditor in the above-captioned bankruptcy case, by its counsel, SCHILLER & KNAPP, LLP, as and for a Motion for Relief from Automatic Stay pursuant to 11 U.S.C. §362(d)(1), states the following as grounds therefor:

1. On February 19, 2014, the debtor, above-named, filed a Voluntary Petition in Bankruptcy under Title 11, Chapter 11, U.S.C., in the United States Bankruptcy Court for the Eastern District of New York.

2. The Court has jurisdiction to entertain this motion under 28 U.S.C. §157.

3. Ford Motor Credit Company LLC as agent for CAB East, LLC (hereinafter "FMCC") is the record owner of the following:

one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889) (Vehicle I)
and one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463) (Vehicle II)

(hereinafter "property").

4. Pursuant to 11 U.S.C. §362, upon the commencement of the instant bankruptcy case, FMCC is stayed from taking any action against the debtor to obtain possession of the leased property.

LEASE I

5. On February 18, 2011, Tower Ford Inc. (hereinafter "dealer"), as lessor and the debtor, as lessee entered into a Retail Lease Agreement (hereinafter "Lease I") pursuant to which the debtor leased

Vehicle I from the dealer at the rate of \$411.53 per month for a term of thirty-eight (38) months, commencing on February 18, 2011. A copy of the Lease and certificate of title are annexed hereto as Exhibit "A" and made a part hereof.

6. Upon information and belief, the debtor continues to enjoy the use and possession of Vehicle I.

7. Pursuant to the terms and provisions thereof, and for good and valuable consideration, Lease I was duly assigned by the dealer to FMCC, which is now the holder and owner of same. As of April 21, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease as follows:

- a. Net balance due: \$20,057.06
- b. The contractual monthly payment is \$411.53.
- c. Post-petition contractual arrears: monthly payment of \$411.53 for February and March, 2014, together with applicable late charges.
- d. Total post-petition arrears: \$823.06
- e. Lease matured on April 18, 2014.

8. FMCC requests an award of reasonable costs and attorney's fees pursuant to the terms of the underlying Lease as may be allowed by the Court.

9. FMCC has ascertained that the wholesale value of the property is NINETEEN THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$19,325.00) based on NADA Used Car Guide's estimated value of the property in average condition.

LEASE II

10. On May 31, 2011, Syosset Ford Lincoln of Huntington (hereinafter "dealer"), as lessor and the debtor, as lessee entered into a Retail Lease Agreement (hereinafter "Lease II") pursuant to which the debtor leased Vehicle II from the dealer at the rate of \$599.94 per month for a term of thirty-six (36)

months, commencing on May 31, 2011. A copy of the Lease and certificate of title are annexed hereto as Exhibit "B" and made a part hereof.

11. Upon information and belief, the debtor continues to enjoy the use and possession of Vehicle II.

12. Pursuant to the terms and provisions thereof, and for good and valuable consideration, Lease II was duly assigned by the dealer to FMCC, which is now the holder and owner of same. As of April 21, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease as follows:

- a. Net balance due: \$24,209.76
- b. The contractual monthly payment is \$599.94.
- c. Post-petition contractual arrears: monthly payment of \$599.94 for February and March, 2014, together with applicable late charges.
- d. Total post-petition arrears: \$823.06
- e. Lease matured on April 31, 2014.

13. FMCC requests an award of reasonable costs and attorney's fees pursuant to the terms of the underlying Lease as may be allowed by the Court.

14. FMCC has ascertained that the wholesale value of the property is TWENTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$23,925.00) based on NADA Used Car Guide's estimated value of the property in average condition.

15. Pursuant to the terms and conditions of the Leases, upon the failure of the Lessee to cure any default thereunder, which include non-payment of rental charges, FMCC is entitled to immediate possession of the property.

16. 11 U.S.C. §362(d) provides for circumstances under which the Court may terminate, annul, modify, or condition the automatic stay. Specifically, 11 U.S.C. §362(d)(1) and (2), provide:

"(d) On request of a party in interest and after a notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay –

- (1) for cause, including the lack of adequate protection of an interest in property of such party in interest; or
- (2) with respect to a stay of an act against property under subsection (a) of this section, if –
 - (A) the debtor does not have an equity in such property; and
 - (B) such property is not necessary to an effective reorganization."

17. Debtor's failure to make payments is a default under the Leases constituting cause for termination of the stay to allow the creditor to protect its interests in the property, which is depreciating.

18. It is respectfully asserted that FMCC's interest in the property will not be adequately protected if the automatic stay is allowed to remain in effect.

19. Sufficient cause exists to grant FMCC relief from the automatic stay which includes the following:

- a. The debtor is in default under the terms and conditions of the Leases by, among other things, failing to make the monthly payments due thereunder.
- b. The ownership interests of FMCC with respect to the property is not adequately protected as envisioned under 11 U.S.C. §361.
- c. The property, by its intrinsic nature, is mobile, thereby subject to foreseeable possibility of injury thereto by way of accident or collision.

20. No prior application for the relief requested herein has been made.

WHEREFORE, Ford Motor Credit Company LLC as agent for CAB East, LLC respectfully requests that pursuant to 11 U.S.C. §362 the Court issue an Order granting FMCC relief from automatic

stay in order to obtain possession and dispose of its property and for such other and further relief as to the Court may seem just and proper.

DATED: April 21, 2014

FORD MOTOR CREDIT COMPANY LLC
AS AGENT FOR CAB EAST, LLC

By Its Counsel

/s/ Martin A Mooney
Martin A. Mooney, Esq. (MM 8333)
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B-FORD.14.00670

1-800-727-7000 LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code) Lessor (Name and Address)
FordCredit LONG BEACH MEDICAL CENTER 255 E BAY BLVD LONG BEACH NY 11561 TOWER FORD INC. 124 S. MIDDLENECK RD GREAT NECK, NY 11021

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAB EAST LLC and its assignee. By signing "Your" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

New/Used Mileage at Delivery Year/Make/Model Vehicle Identification Number Vehicle Use
NEW 3 2011 FORD 2FMDK4JC88BA1689 BUSINESS

You state that this Vehicle will be used primarily for: [] Personal, family or household use; [X] Agricultural, business or commercial use.

Table with 4 columns: 1. Amount Due At Lease Signing or Delivery, 2. Payments, 3. Other Charges, 4. Total of Payments. Includes monthly payment of \$411.53 and total payment of \$16672.58.

Table with 2 columns: 5. Amounts Due At Lease Signing or Delivery, 6. How the Amount Due At Lease Signing or Delivery will be paid. Includes capitalized cost reduction of \$1695.00 and total amount due of \$2269.03.

Table with 2 columns: 7. Your payment is determined as shown below: a. Gross capitalized cost, b. Capitalized cost reduction, c. Adjusted capitalized cost, etc. Total payment is \$411.53 for 36 months.

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

12. STATE DISCLOSURES The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, disclosed above. GROSS CAPITALIZED COST is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION.

13. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below: [X] Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

14. OFFICIAL FEES AND TAXES \$ 247.50 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise.

15. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000, and (b) collision and upset insurance with a maximum deductible of \$1,000, and (c) automobile liability insurance with minimum limits for bodily injury or death of \$25,000 for any one person and \$50,000 for any one accident, and \$10,000 for property damage.

16. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

Table with 2 columns: 17. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less. 18. LESSOR SERVICES N/A

SIGNATURES AND IMPORTANT NOTICES
Modification: This lease sets forth all of the agreements of Lessor and You for the use of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.
Lessee: LONG BEACH MEDICAL CENTER By: [Signature] Title: Pres.
Co-Lessee: By: [Signature] Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE LESSEE: 1. Do not sign this agreement before You read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this agreement when You sign it.

MOTOR VEHICLE LEASE AGREEMENT
Lessee: LONG BEACH MEDICAL CENTER By: [Signature] Title: Pres.
Co-Lessee: By: [Signature] Title:

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor: TOWER FORD INC. By: [Signature] Title:
FC 19031-P JUL 10 SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS
FC 19031-APP ORIGINAL
Previous editions may NOT be used.

VEHICLE MAINTENANCE, INSURANCE AND USE

20. VEHICLE USE AND UNLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.

ENDING YOUR LEASE

27. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by you of all amounts owed under this lease. Finance Company may cancel this lease if you default.

28. RETURN OF VEHICLE If you do not buy the Vehicle at lease end, you must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, you may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, you must pay the disposition fee, if any is shown on the front of the lease under Item 3 "Other Charges." If you fail to return the Vehicle within 10 days after your scheduled termination date, you will be charged the Monthly Payment and your term will be extended one month. If you continue to fail to return the Vehicle you must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow you to keep the Vehicle.
29. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmounted, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grille Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior upholstery, stains, burns or worn areas; (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered, including owner's manual, and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If you have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, you will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.
30. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early. If you are not in default and you satisfy your early termination obligation, you must return the Vehicle to Lessor unless Finance Company designates another place and you must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If you entered an Advance Payment Lease and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, you will receive a credit for the difference.
Alternatively, you may choose to satisfy your financial obligation under this section upon Vehicle return if you pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.
EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE.
31. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if you are not in default. If you have an Advance Payment Lease, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value

DEFAULT AND LOSS OF VEHICLE

32. DEFAULT You will be in default if (a) you fail to make any payment when due, or (b) a bankruptcy petition is filed by or against you, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to you, or (d) you have provided false or misleading material information when applying for this lease, or (e) you fail to keep any other agreement in this lease.

If you leased the Vehicle primarily for personal, family or household use, and your default consists solely of the failure to make timely Monthly Payments, Finance Company will allow you an opportunity to cure the default and reinstate the Lease by paying all past due Monthly Payments and delinquency charges, plus a \$10 reinstatement fee and the actual and reasonable costs of repossession, storage, pickup and re-delivery within twenty-five days after written notice is sent to you. Finance Company is only obligated to offer you this reinstatement right once during the term of this Lease.
If you are in default, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on your property to peacefully retrieve the Vehicle. Even if Finance Company retakes the Vehicle, you must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) all other amounts then due under this lease.
If you have an Advance Payment Lease and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, you will receive a credit for the difference.

ADDITIONAL INFORMATION

37. ASSIGNMENT AND ADMINISTRATION When you and Lessor sign this lease, Lessor will assign to Holder, Finance Company or a substitute to administer this lease. You must then pay, in U.S. funds, all amounts due under the lease to Finance Company. If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, you will look only to the Lessor for these services.

38. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.
39. TITLING The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.
40. INDEMNITY You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. You do not pay. You will reimburse Finance Company and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on your behalf.
41. SECURITY DEPOSIT Your security deposit may be used by Finance Company to pay all amounts that you fail to pay under this Lease. You will not receive any interest, profits or other earnings on your security deposit(s).
42. SERVICING AND COLLECTION You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and report telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, pre-recorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.
43. CONSUMER REPORTS You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.
44. GENERAL Except as otherwise provided by the law of the state where you reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION
Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in connection with this contract; 2) Claims for breach of contract; 3) Claims for interpretation, scope, or validity of this contract, or arbitrability of any issue; 4) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 5) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP
If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:
• RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
• RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
• BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
• RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
• OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT
Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.
You may choose the organization to conduct the arbitration subject to our approval. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. We will reimburse your reasonable attorney's fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable. Notwithstanding any other provision of this Arbitration clause, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

000755

CERTIFICATE OF TITLE

NEW YORK STATE

www.nysdmv.com



*** * LIENS * ***

Title and Identification No

2FMDK4JC8BBA82889
2FMDK4JC8BBA82889

Year

2011

Make

FORD

Model Code

EDG

Body/Hull

SUBN

Document No

101901U

Color

GY

Wt /Sts./Lgh.

4159

Fuel

GAS

Cyl./Prop.

6

New or Used

NEW

Type of Title

VEHICLE

Date Issued

3/15/11

Name and Address of Owner(s)

CAB EAST LLC
PO BOX 105704
ATLANTA GA

30348

ODOMETER READING:

00003

00003

ACTUAL MILEAGE

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

HTD LEASING LLC
PO BOX 105704
ATLANTA GA 30348

01

Lienholder

*** ONE LIEN RECORDED ***

Lienholder

*** ONE LIEN RECORDED ***

Lienholder

*** ONE LIEN RECORDED ***

MV-999 (4/08)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

1-800-727-7000 www.fordcredit.com	LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code) LONG BEACH MEDICAL CENTER LONG BEACH, NY 11564 NASSAU	LESSOR (Name and Address) SYOSSET FORD LINCOLN OF HUNTINGTON 333 WEST JERICO TURNPIKE HUNTINGTON, NY 11743
--------------------------------------	--	--

Finance Company is **FORD MOTOR CREDIT COMPANY**. The "Holder" is **CAR EAST LLC** and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	8	2013 FORD EXPEDITION	1FMHK8D888GA67463	BUSINESS

You state that this Vehicle will be used primarily for: Personal, family or household use Agricultural, business or commercial use. Initial: *LA* Lessee: _____ Co-Lessee: _____

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments (a) Monthly Payments Your first monthly payment is \$ <u>599.94</u> due on <u>05/17/2014</u> . Subsequent payments of \$ <u>599.94</u> due on the <u>30th</u> day of each month. The total of Your monthly payments is \$ <u>21597.84</u> . (b) Advance Payment Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> . The total of Your payment is \$ <u>N/A</u> .	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ <u>N/A</u> N/A N/A	4. Total of Payments (The amount You will have paid by the end of the lease) \$ <u>23390.34</u>
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* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:	6. How the Amount Due At Lease Signing or Delivery will be paid:																																				
<table border="0"> <tr><td>a. Capitalized cost reduction</td><td>\$ 1695.00</td></tr> <tr><td>b. First monthly payment</td><td>599.94</td></tr> <tr><td>c. Advance payment</td><td>N/A</td></tr> <tr><td>d. Refundable security deposit</td><td>N/A</td></tr> <tr><td>e. Title fees</td><td>N/A</td></tr> <tr><td>f. Registration fees</td><td>145.20</td></tr> <tr><td>g. Acquisition fee</td><td>N/A</td></tr> <tr><td>h. UPFRONT TAXES</td><td>-60.20</td></tr> <tr><td>i. N/A</td><td>N/A</td></tr> <tr><td>j. N/A</td><td>N/A</td></tr> <tr><td>k. NY Tire Was</td><td>12.50</td></tr> <tr><td>l. N/A</td><td>N/A</td></tr> <tr><td>m. Total</td><td>\$ 2392.44</td></tr> </table>	a. Capitalized cost reduction	\$ 1695.00	b. First monthly payment	599.94	c. Advance payment	N/A	d. Refundable security deposit	N/A	e. Title fees	N/A	f. Registration fees	145.20	g. Acquisition fee	N/A	h. UPFRONT TAXES	-60.20	i. N/A	N/A	j. N/A	N/A	k. NY Tire Was	12.50	l. N/A	N/A	m. Total	\$ 2392.44	<table border="0"> <tr><td>a. Net trade-in allowance</td><td>\$ N/A</td></tr> <tr><td>b. Rebates and noncash credits</td><td>1000.00</td></tr> <tr><td>c. Amount to be paid in cash</td><td>1392.44</td></tr> <tr><td>d. N/A</td><td>N/A</td></tr> <tr><td>Total</td><td>\$ 2392.44</td></tr> </table>	a. Net trade-in allowance	\$ N/A	b. Rebates and noncash credits	1000.00	c. Amount to be paid in cash	1392.44	d. N/A	N/A	Total	\$ 2392.44
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Total	\$ 2392.44																																				

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>41434.00</u>) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ 42029.00
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	- 1695.00
c. Adjusted capitalized cost. The amount used in calculating Your base payment	- 40334.00
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	- 22522.35
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	- 17811.65
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ 3786.19
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	+ 21597.84
h. Lease payments. The number of payments in Your lease	+ 36
i. Base payment	+ 599.94
j. Sales / Use tax	+ N/A
k. N/A	+ N/A
l. N/A	+ N/A
m. Total payment	\$ 599.94
n. Lease term in months	36

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$ 20 per mile for each mile in excess of 54008 miles shown on the odometer. See Items 23 and 29 on back and the Wear-Care Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$ N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default on the credit or less than \$100.

10. Purchase Option at End of Lease Term. 2022.35 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, title and default charges, insurance, and any security interests, if applicable.

12. STATE DISCLOSURES The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, disclosed above. GROSS CAPITALIZED COST is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION. THE GROSS CAPITALIZED COST and the amount of the rental payment may be negotiable. ADJUSTED CAPITALIZED COST is the amount which is capitalized in connection with the lease and is used in determining the amount of your periodic payment. This amount will be used in determining your early termination liability. THE ADJUSTED CAPITALIZED COST may be used to compare the early termination provisions of competing lessors.

13. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:
 Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.
 N/A

14. OFFICIAL FEES AND TAXES \$ 145.20
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

15. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$ 25,000 for any one person and \$ 50,000 for any one accident, and \$ 10,000 for property damage. You will let the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back).

16. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance	Initial Coverage \$ <u>N/A</u>	Premium \$ <u>N/A</u>	Insured(s) _____
	(Insurance Company) _____		
Lessee	<u>N/A</u>	Co-Lessee	<u>N/A</u>
b. Credit Disability Insurance	(Monthly Coverage) \$ <u>N/A</u>	Premium \$ <u>N/A</u>	Insured(s) _____
	(Insurance Company) _____		
Lessee	<u>N/A</u>	Co-Lessee	<u>N/A</u>

17. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

18. LESSOR SERVICE N/A
(See Item 22 on back) N/A

****19. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ 41434.00	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ 595.00	+ \$ N/A
N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	Total Gross Capitalized Cost
+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	\$ 42029.00

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: **LONG BEACH MEDICAL CENTER** By: *X Barry Ste* Title: *CEO*

Co-Lessee: _____ By: *X* Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE LESSEE: 1. Do not sign this agreement before You read it or if it contains any blank space.
2. You are entitled to a completely filled-in copy of this agreement when You sign it.

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

MOTOR VEHICLE LEASE AGREEMENT

Lessee: **LONG BEACH MEDICAL CENTER** By: *X Barry Ste* Title: *CEO*

Co-Lessee: _____ By: *X* Title: _____

Lessor and Lessee are hereby notified that Holder has assigned to OI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease and agreement between Lessor and Holder.

Lessor: **SYOSSET FORD LINCOLN OF HUNTINGTON** By: *X Victoria* Title: *bookkeeper*

20. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first listed or registered or more than 30 days without Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle out of all bars and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.

21. IMPLIED WARRANTIES If the Vehicle is of a type normally used for personal use and the Lessor or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.

22. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, Item 15)

23. COLLISION REPAIR You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

ENDING YOUR LEASE

27. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by you of all amounts owed under this lease. Finance Company may cancel this lease if You default.

28. RETURN OF VEHICLE If You do not by the Vehicle at lease end, You must return to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown on the front of the lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Month's Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

29. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmatched, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior rips, stains, burns or worn areas; (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered, including owner's manuals; and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

30. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early, if You are not in default and You satisfy Your early termination obligation. You must return the Vehicle to Lessor unless Finance Company designates another place and You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an Advance Payment Lease and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

Alternatively, You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE.

31. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have an Advance Payment Lease, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value.

DEFAULT AND LOSS OF VEHICLE

35. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You leased the Vehicle primarily for personal, family or household use, and Your default consists solely of the failure to make timely Monthly Payments, Finance Company will allow You an opportunity to cure the default and reinstate the Lease by paying all past due Monthly Payments and delinquency charges, plus a \$10 reinstatement fee and the actual and reasonable costs of repossession, storage, pickup and re-delivery within twenty-five days after written notice is sent to You. Finance Company is only obligated to offer You this reinstatement right once during the term of this Lease.

If You are in default, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully repossess the Vehicle. Even if Finance Company retakes the Vehicle, You must pay all (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) all other amounts then due under this lease. If You have an Advance Payment Lease and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

ADDITIONAL INFORMATION

37. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay, in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is its agent, as agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

38. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

39. TITLING The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

40. INDEMNITY You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a \$20 administration fee, unless prohibited by law for every such fine, ticket, or penalty that must be paid on Your behalf.

41. SECURITY DEPOSIT Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

42. SERVICING AND COLLECTION You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact You. This consent includes, but is not limited to, contact by manual calling methods, pre-recorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

43. CONSUMER REPORTS You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

44. GENERAL Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on Your lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Lessor/Finance Company/Holder ("Us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this lease decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between You and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to Your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, You and we continue to have the following rights, without waiving the arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

You may choose the organization to conduct the arbitration subject to our approval. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. We will pay Your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a severing action is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable. Notwithstanding any other provision of this Arbitration clause, the validity and scope of the waiver of class action rights shall be decided by the arbitrator.

CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

000594

CERTIFICATE OF TITLE

NEW YORK STATE

www.nysdmv.com



Title and Identification No

1FMHK8D88BGA67463
1FMHK8D88BGA67463

Year

2011

Make

FORD

Model Code

XPL

Body/Hull

SUBN

*** * LIENS * ***

Document No.

910163R

Color

DK/GY

Wt./Sts./Lgth.

4613

Fuel

GAS

Cyl./Prop

6

New or Used

NEW

Type of Title

VEHICLE

Date Issued

6/24/11

Name and Address of Owner(s)

CAB EAST LLC
PO BOX 105704
ATLANTA GA

30348

ODOMETER READING:

00008

00008

ACTUAL MILEAGE

VOID IF ALTERED

VOID IF ALTERED

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____

HFD LEASING LLC
PO BOX 105704
ATLANTA GA 30348

01

Lienholder _____

*** ONE LIEN RECORDED ***

Lienholder _____

*** ONE LIEN RECORDED ***

Lienholder _____

*** ONE LIEN RECORDED ***

MV-999 (4/08)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE:

LONG BEACH MEDICAL CENTER
et al.

Debtor.

**AFFIDAVIT OF FACT AND
ATTORNEY AFFIRMATION**

Case Nos. 14-70593-AST
14-70597-AST
(Chapter 11)

(Jointly Administered)

STATE OF NEW YORK)
COUNTY OF ALBANY)

MARTIN A. MOONEY, ESQ., being duly sworn, deposes and says:

1. I am an attorney with the law firm of Schiller & Knapp, LLP, attorneys for Ford Motor Credit Company LLC as agent for CAB East LLC (hereinafter "FMCC"). FMCC is a foreign corporation, duly authorized to do business in the State of New York.

2. I am familiar with the facts and circumstances set forth in this Affidavit by reason of the review of the account statement provided by FMCC in the ordinary course of business.

3. This Affidavit is submitted pursuant to Local and in support of FMCC's Motion for Relief from the Automatic Stay in this case pursuant to 11 U.S.C. Section 362(d)(1).

LEASE I

4. A review of the account statement provided by FMCC reveals that the debtor is in default of her payment obligations to FMCC in that as of April 21, 2014, payments have not been made for the months of February and March, 2014. The net balance due and owing as of April 21, 2014 was \$20,057.06. Based upon the foregoing, FMCC seeks relief from the automatic stay so that it may obtain possession and liquidate the collateral, one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889). The wholesale value of the collateral pursuant to the NADA Official Used Car Guide was \$19,325.00.

LEASE II

5. A review of the account statement provided by FMCC reveals that the debtor is in default of her payment obligations to FMCC in that as of April 21, 2014, payments have not been made for the months of February and March, 2014. The net balance due and owing as of April 21, 2014 was \$24,209.76. Based upon the foregoing, FMCC seeks relief from the automatic stay so that it may obtain possession and liquidate the collateral, one (1) 2011 Ford Explorer (V.I.N 1FMHK8D88BGA67463). The wholesale value of the collateral pursuant to the NADA Official Used Car Guide was \$23,925.00.

6. I have read the Motion for Relief from the Automatic Stay dated April 21, 2014 and attest to the allegations set forth therein.

WHEREFORE, your deponent respectfully requests that the Court grant Ford Motor Credit Company LLC as agent for CAB East LLC's Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1); and for such other and further relief as to the Court may seem just and proper.

/s/ Martin A. Mooney
Martin A. Mooney, Esq., (EDNY Bar #8333)

Sworn to before me this 22nd
day of April, 2014.

/s/ Georgia C. Visconti
Notary Public-State of New York
Qualified in Schenectady County
No. 01V109010150
Commission Expires 3/30/18

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In Re:

LONG BEACH MEDICAL CENTER
et al.

Debtors.

**MOTION FOR RELIEF FROM
AUTOMATIC STAY PURSUANT TO
11 U.S.C. SECTION 362(d)(1)**

Chapter 11
Case Nos. 14-70593-AST
14-70597-AST
(Jointly Administered)

**MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Ford Motor Credit Company LLC as agent for CAB East LLC (hereinafter "FMCC") hereby submits the following memorandum of law in support of its motion for relief from the automatic stay to enforce its rights with respect to a certain Motor Vehicle Lease Agreements between FMCC and the debtor, Long Beach Medical Center, for relief from automatic stay, including, but not limited to, disposing of its property.

I. STATEMENT OF FACTS

On February 18, 2011, the debtor entered into a Motor Vehicle Lease Agreement (hereinafter "Lease") with Tower Ford Inc. (hereinafter "dealer") for the lease of one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889).

On May 31, 2011, the debtor entered into a Motor Vehicle Lease Agreement (hereinafter "Lease") with Syosset Ford Lincoln of Huntington (hereinafter "dealer") for the lease of one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463).

Pursuant to the terms and conditions of the Leases, the dealer retained an ownership interest in the property. Thereafter, the Leases, pursuant to its terms, was duly assigned by the dealer to FMCC for good and valuable consideration as set forth in the accompanying motion of FMCC.

II. ARGUMENT

Standards for Relief From the Automatic Stay and Co Debtor Stay

11 U.S.C. Section 362(d) provides for circumstances under which this Court may terminate, annul, modify, or condition the automatic stay. 11 U.S.C. Section 362(d)(1) and (2), provide:

- (d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay -
 - (1) for cause, including the lack of adequate protection of an interest in property of such party in interest;
 - (2) with respect to a stay of an act against property under subsection (a) of this section, if -
 - (A) the debtor does not have an equity in such property; and
 - (B) such property is not necessary to an effective reorganization.”

The Court has held that “the grounds for relief from stay are presented in subsections (1), (2) and (3) in the disjunctive; thus, if any one subsections applies, the Court must grant a motion for relief from automatic stay.” In re Zeoli, 249 B. R. 61, 63 (Bankr. S.D.N.Y. 2000). There is a shift in the burden of proof for motion for relief from the automatic stay “for cause”. [(See In re: Sonnax Indus., Inc., 907 F2d 1280,1285 (2d Cir., 1990)]. The movant bears the initial burden of

proof, but once a prima facie case is established, the debtor has the ultimate burden to show that cause does not exist. [See: In re: Burger Boys, Inc., 183 B.R. 682, 687 (Bankr. S.D.N.Y. 1994)].

The Debtor surrendered the property as required by the debt instrument and no further payments shall be made by the debtor. The Court has stated “[a] continued failure to make monthly payments under loan documents can constitute cause for granting relief from the automatic stay... Even when a slight equity cushion exists, this does not constitute adequate protection where post-petition interest is accruing, and the debtor is not able to pay expenses as they come due.” In re Balco Equities Ltd., Inc., 312 B.R. 734, 749 (Bankr. S.D.N.Y. 2004). Therefore, because of the failure of the Debtor to make any further payments, FMCC’s interest is not adequately protected constituting “cause” to terminate the automatic stay as it pertains to FMCC’s interest.

The Court in, In re Elmire Litho, Inc., held that “[a] secured creditor who seeks relief from the automatic stay under §362(d)(2) must demonstrate (1) the amount of its claim, (2) that its claim is secured by a valid, perfected lien in property of the estate, and (3) that the debtor lacks equity in the property.” 17 B.R. 892, 900 (Bankr. S.D.N.Y. 1994). In the motion submitted in support of the request for relief, the movant has set forth the facts necessary to support movant’s request for relief from the automatic stay.

A. Lack of Payments is Cause

Debtor’s failure to make monthly payments is cause for termination of the stay to allow the creditor to protect its interests in the property, which is depreciating.

III. CONCLUSION

For the foregoing reasons, Ford Motor Credit Company LLC as agent for CAB East LLC respectfully requests that this Court make and enter its Order terminating the automatic stay as to FMCC with respect to the vehicle including but not limited to, taking possession of the vehicle, selling the same and applying the proceeds of sale to the obligations of Long Beach Medical Center to FMCC and allowing that surplus monies be directed to the trustee, and for such other and further relief as the Court deems proper.

Dated: Latham, New York
April 21, 2014

SCHILLER & KNAPP, LLP
Attorneys for Ford Motor Credit Company LLC
as agent for CAB East LLC

By: /s/ Martin A. Mooney
Martin A. Mooney, Esq. (MM 8333)
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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In Re:

LONG BEACH MEDICAL CENTER
et al.

Debtors.

**ORDER GRANTING RELIEF FROM
AUTOMATIC STAY PURSUANT TO
11 U.S.C. SECTION 362(d)(1)**

Chapter 11
Case Nos. 14-70593-AST
14-70597-AST
(Jointly Administered)

Creditor, Ford Motor Credit Company LLC as agent for CAB East, LLC, having moved for an Order, pursuant to 11 U.S.C. §362(d)(1), authorizing relief from automatic stay, herein,

UPON the Notice of Motion and Motion for Relief from Automatic Stay, pursuant to 11 U.S.C. §362(d)(1), dated April 21, 2014, together with the exhibits annexed thereto and due proof of service thereof, and upon all pleadings and proceedings heretofore had herein, and no opposition having been interposed, and due deliberation having been had thereon and good and sufficient cause appearing,

NOW, on Motion of Ford Motor Credit Company LLC as agent for CAB East, LLC, by its counsel, Schiller & Knapp, LLP, it is hereby

ORDERED, that pursuant to 11 U.S.C. §362(d)(1) that the Motion of creditor, Ford Motor Credit Company LLC as agent for CAB East, LLC, for Relief from Automatic Stay is granted; and it is further

ORDERED, that the automatic stay instituted upon the filing of the petition for an Order for relief by the debtor is terminated in that it shall not apply to any action by creditor, Ford Motor Credit Company LLC as agent for CAB East, LLC, to obtain possession and dispose of its property in accordance with

applicable law; namely, one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889) and one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463).

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In Re:

LONG BEACH MEDICAL CENTER
et al.

Debtors.

AFFIDAVIT OF SERVICE

Chapter 11
Case Nos. 14-70593-AST
14-70597-AST
(Jointly Administered)

STATE OF NEW YORK)
) ss
COUNTY OF ALBANY)

MARTIN A. MOONEY, being duly sworn, deposes and says (she/he) is over the age of 18 years, is not a party to this action and resides in Schenectady, New York

On the 22nd day of April, 2014, I served a copy of the Notice of Motion and Motion for Relief from Automatic Stay Pursuant to 11 U.S.C. Section 362(d)(1) (with attached proposed Order) , upon the following parties who have either requested service by electronic means or are deemed to have requested same, in accordance with FRBP 9036, as hereinafter set forth:

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and upon the following parties whose name(s) are hereinafter set forth by depositing a true and correct copy of the Notice of Motion and Motion for Relief from Automatic Stay Pursuant to 11 U.S.C. Section 362(d)(1) (with attached proposed Order) properly enclosed in post-paid wrapper in the Official depository maintained and exclusively controlled by the United States Post Office, which copy is directed to said parties at the address set after their respective names, that being the address within the state designated by them for that purpose, to wit:

Long Beach Medical Center (Debtor)
445 E Bay Drive
Long Beach, New York 11561

Long Beach Medical Center
fka Long Beach Memorial
Hospital (Debtor)
and Long Beach Memorial
Nursing Home, Inc.
(Jointly Administered Debtor)
445 E. Bay Drive
Long Beach, NY 11561

Deloitte Transactions and Business
Analytics LLP
(Financial Advisor)
1633 Broadway, 35th Floor
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GCG, Inc.
(Claims Agent)
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Phillip A. Greenberg, Esq.
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Management Planning Group, Inc.
(Creditor)
10 Park Avenue, Ste. 2A
New York, NY 10016

Official Committee of Unsecured
Creditors
(see attached list)

/s/ Martin A. Mooney
Martin A. Mooney, Esq. (MM 8333)

Sworn to before me on this 22nd
day of April, 2014.

/s/ Georgia C. Visconti
Notary Public-State of New York
Qualified in Schenectady County
No. 01V109010150
Commission Expires 3/30/18

Official Committee of Unsecured Creditors
Long Beach Medical Center – 14-70593-AST

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