GARFUNKEL WILD, P.C.
Attorney for the Plan Administrator and Estates
111 Great Neck Road
Great Neck, New York 11021
Phone: 516.393-2200
Fax: 516.466-5964
Burton S. Weston
Afsheen A. Shah
Adam T. Berkowitz

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
----------x

In re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.

Chapter 11

Case No. 13-22840 (RDD)

Debtor.

----------x

PLAN ADMINISTRATOR'S FOURTH OMNIBUS OBJECTION TO ALLOWANCE OF CERTAIN ADMINISTRATIVE PROOFS OF CLAIM

(Incorrectly Classified Claims)

Monica Terrano, as Plan Administrator (the "Plan Administrator") for the estates of Sound Shore Medical Center of Westchester, and its affiliated debtors (collectively, the "Estate"), by and through her counsel, respectfully moves this court (the "Fourth Objection") for entry of an Order pursuant to 11 USC § 502 and Fed. R. Bankr. P. 3007 disallowing and expunging certain administrative proofs of claim identified on Exhibit A, annexed hereto, on the basis that such claims were: (a) improperly filed and classified as administrative claims; and (b) untimely filed after the passing of the deadline for filing general unsecured claims (the "Incorrectly Classified/Late Filed Claims"). In support of the Motion, the Plan Administrator represents as follows:

BACKGROUND

1. On May 29, 2013 (the "Petition Date"), Sound Shore Medical Center of Westchester and its debtor affiliates (each a "Debtor" and together the "Debtors"), each Debtor filed with this court a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Court"). Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing to administer their affairs as debtors-in-possession.

2. On June 10, 2013, the United States Trustee appointed an Official Committee of Unsecured Creditors (the "Committee"). [Docket No. 36]. The Committee retained Alston & Bird, LLP as its counsel. No Trustee or examiner has been appointed in this case.

3. On June 3, 2013, this Court granted an order to employ GCG, Inc. ("GCG"), as the Debtors' Claims and Noticing Agent [Docket No. 41].

4. On June 28, 2013, the Debtors filed their respective schedules of assets and liabilities and statement of financial affairs (the "Schedules") [Docket Nos. 125, 127, 129, 131, 133, 135, 137].

5. By order of this Court dated July 25, 2013 (the "General Bar Date Order"). [Docket No. 194], with certain exceptions, the general deadline for the filing of proofs of claim against the Debtors was established as September 16, 2013 (the "General Bar Date") and the deadline for governmental units to file claims against the estate was established as of November 25, 2015 (the "Governmental Bar Date" and collectively with the General Bar Date, the "Bar Date"). On August 13, 2013, the Debtors caused written notice of the Bar Date to be mailed to

the Debtor's known and potential creditors [Docket No. 265]. In addition, on August 15, 2013, the Debtors caused notice of the Bar Date to be published in The New York Times [Docket No. 299].

6. Thereafter, on December 13, 2013, an order was entered establishing January 31, 2014 (the "Administrative Bar Date") as the deadline for the filing of all administrative proofs of claim against the Debtors (the "Administrative Bar Date Order") [Docket No. 490]. On December 19, 2013, the Debtors caused written notice of the Administrative Bar Date to be mailed to the Debtors' known and potential administrative creditors [Docket No. 516]. Additionally, on December 26, 2013, the Debtors caused notice of the Administrative Bar Date to be published in The New York Times Local Edition [Docket No. 622].

7. On November 6, 2014, the Court entered an Order (the "Confirmation Order") confirming the Debtors' First Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Sound Shore Medical Center of Westchester, *et al.* (the "Plan") [Docket No. 908]. Pursuant to the Confirmation Order, Monica Terrano has been appointed as Plan Administrator. Pursuant to the Plan, the Plan Administrator has the authority, among other things, to object to claims on behalf of the Estates.

8. On December 9, 2014, the Debtors filed their Notice of (I) Entry of Order Confirming Debtors' First Amended Plan of Liquidation; (II) Occurrence of Effective Date of Plan; (III) Supplemental Administrative Claims Bar Date; (IV) Professional Fee Claims Bar Date; and (V) Bar Date for Proofs of Claim Relating to Executory Contracts Rejected Pursuant to Plan declaring the Plan to be "effective" [Docket No. 940].

9. Since the passing of the Administrative Bar Date, the Plan Administrator, together with her counsel and advisors have reviewed the Debtors' books and records to identify objectionable claims. As a result of this review, numerous objectionable claims have been uncovered which are addressed by this Fourth Objection. The claims that are the subject of this Fourth Objection, as identified on Exhibit A, are those claims which were incorrectly classified as priority and/or administrative claims when filed. In fact the claims are not entitled to priority or administrative status under any of the subsections of section 507(a) of the Bankruptcy Code and are instead general unsecured claim. In addition, each of the claims set forth on Exhibit A was filed after the passage of the General Bar Date and therefore is also untimely filed.

JURISDICTION

10. This Court has jurisdiction over this Application pursuant to 28 U.S.C. § 1408. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B). The statutory predicates for the relief requested herein are Section 502 of the Bankruptcy Code and Rules 3002 and 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Basis for Relief Requested

11. The Plan Administrator seeks entry of an order or orders pursuant to Section 502 of the Bankruptcy Code and Rule 3007 of the Federal Rules of Bankruptcy Procedure reclassifying, disallowing and expunging the claims identified in Exhibit A under the heading "*Claims to be Modified*" on the basis that such claims improperly seek priority or administrative status.

12. Section 502 of the Bankruptcy Code provides, in pertinent part, as follows:

> (a) A claim or interest, proof of which is filed, under section 501 of this title, is deemed allowed, unless a party in interest, including a creditor of a general partner in a partnership, that is a debtor in a case under chapter 7 of this title, objects.

11 U.S.C. § 502(a).

13. If an objection refuting at least one of the claim's essential allegations is asserted, the claimant has the burden to demonstrate validity of the claim. *See In re Oneida Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); *In re Rockefeller Ctr. Props.*, 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000). The objecting party need only provide sufficient evidence to negate *prima facie* validity of the claim by refuting one or more facts in the filed claim. *In re Waterman Steamship Corp.*, 200 B.R. 770 (Bankr. S.D.N.Y. 1996). Once the *prima facie* validity of a claim has been refuted, the ultimate burden of persuasion shifts back to the claimant. *Id. See also, In re St. Johnsbury Trucking Co.*, 206 B.R. 318, 323 (Bankr. S.D.N.Y. 1997).

14. Section 502(b)(1) of the Bankruptcy Code further provides, in relevant part, that a claim may not be allowed to the extent that "such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law." 11 U.S.C. § 502(b)(1). The Plan Administrator has diligently and carefully reviewed and scrutinized each of the proofs of claim filed in this case and has determined that the claims set forth on Exhibit A hereto have been incorrectly classified and either (i) are not based on account of valid post-petition obligations of the Debtor (ii) are not otherwise entitled to priority status under the provisions of section 507(a) of the Bankruptcy Code.

15. In addition, the claims were untimely filed and should be disallowed and expunged. The Notice of Deadline service in connection with the Bar Date Order provides, in relevant part, as follows:

> Any holder of a claim that is not excepted from the aforementioned filing requirements of the Bar Date Order, as set forth in Section 4 above, and that fails to timely file a Proof of Claim in the appropriate form will be forever barred, estopped and enjoined from asserting such claim against the Debtors and their respective estates, successors and property, from voting no any Plan of Reorganization or Liquidation filed in this case, and from participating in any distribution in the Debtors' cases on account of such claim.

See Notice of Deadline, ¶ 6.

16. Allowing the Improperly Classified/Late Filed Claims, a) without a showing of any cause (*i.e.* excusable neglect) by the holders of such claims or b) with insufficient justification shown by the holders of such claims, could signal an inappropriate opportunity for other creditors to seek authority to file other late claims without showing cause. To allow the Improperly Classified/Late Filed Claims would be to the detriment of other holders of Claims who complied with the General Bar Date Order and timely filed their Claim by reducing the ultimate distribution to the holders of such Claims.

17. Accordingly, the Plan Administrator requests that the Court enter an order (i) reclassifying the administrative portion of each such Incorrectly Classified/Late Filed Claim to a 'general unsecured claim', and (ii) disallowing and expunging any Incorrectly Classified/Late Filed Claim that were filed after the passing of the General Bar Date, all as further indicated on Exhibit A.

RESERVATION OF RIGHTS

18. The Plan Administrator reserves all rights to object to any surviving claims identified on the annexed exhibit, whether asserted or unasserted against the Plan Administrator, by any of the claimants affected by the application. Should one or more of the objections addressed herein be denied or dismissed, the Plan Administrator reserves her rights to further

object to the disputed claim on any other grounds, discovered by the Plan Administrator during the pendency of this case.

NOTICE

19. Notice of this Objection will be given by mailing a copy of this Objection and the proposed order to (i) the Office of the United States Trustee for this district, (ii) counsel for the Post Effective Date Committee, (iii) each of the claimants listed on Exhibit A at the respective addresses set forth on such exhibit, and (iv) all parties required to be served in accordance with the Case Management Order entered in this case on June 4, 2013. In addition, as required under the Order Approving Omnibus Claim Objection Procedures [Docket No. 1036], each claimant whose claim is subject to this Fourth Objection has received, in such claimant's respective notice packet, a separate individualized notice informing the claimant that its claim is covered by this Fourth Objection and that the failure to timely oppose the objection, as set forth in the notice, may result in the grant of the relief requested by this Fourth Objection.

WHEREFORE, the Plan Administrator respectfully requests that the relief requested herein be granted and this Court enter an order, substantially in the form annexed hereto as Exhibit B, and grant such other and further relief as is just and proper.

Dated: Great Neck, New York
June __, 2015

GARFUNKEL WILD, P.C.
Counsel for the Plan Administrator and Estate

By: _____
Burton S. Weston
Afsheen A. Shah
Adam T. Berkowitz
111 Great Neck Road
Great Neck, NY 11021
(516) 393-2200

GARFUNKEL WILD, P.C.
111 Great Neck Road
Great Neck, New York 11021
Telephone: (516) 393-220
Facsimile: (516) 466-5964
Burton S. Weston
Afsheen A. Shah
Adam T. Berkowitz

Counsel for the Estate

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

In re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.[1]	Chapter 11 Case No. 13-22840 (RDD)
Debtors.	(Jointly Administered)

----------x

DECLARATION OF MONICA TERRANO IN SUPPORT OF FOURTH OMNIBUS OBJECTIONS TO CLAIMS

STATE OF NEW YORK)

) ss.:
COUNTY OF NASSAU)

Pursuant to 28 U.S.C. § 1746, I, Monica Terrano, hereby declare:

1. I am the Plan Administrator ("PA") for the Estate of Sound Shore Medical Center of Westchester, and its debtor affiliates (the "Estate"). In my capacity as the PA, I am authorized to submit this declaration (the "Declaration") in support of the Estates' Fourth Omnibus Objection to Claims (the "Fourth Objection")[2].

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: Sound Shore Health System, Inc. (1398), Sound Shore Medical Center of Westchester (0117), The Mount Vernon Hospital (0115), Howe Avenue Nursing Home, Inc., d/b/a Helen and Michael Schaffer Extended Care Center (0781), NRHMC Services Corporation (9137), The M.V.H. Corporation (1514) and New Rochelle Sound Shore Housing, LLC (0117). There are certain additional affiliates of the Debtors who are not debtors and have not sought relief under Chapter 11.

[2] Capitalized terms, unless herein defined, shall have the meaning ascribed to them in the Seventh Omnibus Objection.

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon: (a) my personal knowledge; (b) my review of relevant documents, including Proofs of Claim, (as defined below); (c) my experience and knowledge of the Estates' prior operations, books and records and personnel; and (d) as to matters involving United States bankruptcy law or rules or other applicable laws, my reliance on the advice of counsel or other advisors to the Estate. If called upon to testify, I could and would testify to the facts set forth herein on that basis.

3. I am a Certified Public Accountant with over 15 years of experience in the healthcare industry. Over the past five years, I have worked primarily on Chapter 11 cases relating to hospital restructurings and/or liquidations. During this time, I have specialized in all aspects of bankruptcy case administration, including claims review and reconciliation, and the preparation of related statements and required schedules and have been focusing primarily on bankrupt hospitals.

CLAIMS ADMINISTRATION PROCESS

4. Since the expiration of the Administrative Bar Date, considerable time and effort has been expended by the Estates and their professionals and advisors in connection with the claims administration process to ensure a high level of diligence in reviewing and reconciling approximately 500 administrative proofs of claim (the "Proofs of Claim") filed in connection with these Chapter 11 cases. Over the next several months, working directly with the Estates' professionals and advisors, I personally reviewed, analyzed and considered the merits of each Proof of Claim and determined that the claims covered by the Fourth Objection were objectionable. Throughout the process, I regularly interfaced with the Estates' professionals and

advisors to address potential legal issues impacting the Proofs of Claim, asses the validity of the Proofs of Claim and obtain additional source documents when necessary.

THE SATISFIED CLAIMS

5. I am generally familiar with the information contained in the Fourth Objection. Based on my review of the Proofs of Claim, I assisted the Estates' bankruptcy counsel in the preparation of the Fourth Objection and related schedules by identifying all filed claims that had been incorrectly filed as administrative claims or otherwise improperly sought priority status when filed and thus should be reclassified as general unsecured claims (the "Incorrectly Classified/Late Filed Claims").

6. In evaluating the Incorrectly Classified/Late Filed Claims, my advisors and I, performed an in-depth review of and comparison of the claims as listed on the Debtors' books and records, on one hand, and each of the filed proofs of claim (including supporting documentation) on the other hand. It was ultimately determined that each Incorrectly Classified/Late Filed Claim improperly sought priority status. Further, my review of the Debtors' books and records, the underlying documents provided in support of the Incorrectly Classified/Late Filed Claims, as well as the filed claims themselves indicates that each of the Incorrectly Classified/Late Filed Claims is based on pre-petition obligations. Therefore, I believe that reclassification and disallowance and/or expungement of each Improperly Classified/Late Filed Claim, as may be appropriate, for the reasons set forth in the Seventh Objection, is appropriate.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June ___, 2015
Great Neck, New York

Monica Terrano

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
1	A & L SCIENTIFIC 88-05 76 AVE GLENDALE, NY 11385	1092	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $707.50	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
2	ACCREDITED LOCK SUPPLY CO 1161 PATERSON PLANK ROAD SECAUCUS, NJ 07094	203	08/19/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $6,380.00 Unsecured: $1,148.40	Unsecured: $7,528.40	Unsecured amount incorrectly claimed as administrative claim.
3	ACME AMERICAN REFRIGERATION INC 99 SCOTT AVE BROOKLYN, NY 11237	1121	01/06/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $11,822.86	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
4	ACME AMERICAN REPAIRS INC 99 SCOTT AVE BROOKLYN, NY 11237	1120	01/06/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $23,430.75	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
5	ADVANCED IMAGING SYSTEMS 840 GOOD HOPE TRAIL MONROE, GA 30656	1087	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,340.50	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
6	AIR ENGINEERING FILTERS INC PO BOX 174 CHAPPAQUA, NY 10514	1144	01/11/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $6,168.83	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
7	AIRWAYS DEVELOPMENT LLC 740 JEFFERSON AVE KENILWORTH, NJ 07033	1109	01/03/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,645.04	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
8	ARISTOTLE BOURNAZOS PC 20 CEDAR ST NEW ROCHELLE, NY 10801	1084	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $11,600.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
9	BARCLAY WATER MANAGEMENT INC 55 CHAPEL ST NEWTON, MA 02458	1251	01/28/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $7,768.45	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
10	BARCLAY WATER MANAGEMENT INC 55 CHAPEL ST NEWTON, MA 02458	1252	01/28/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $4,992.08	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
11	BARONE, RICHARD P 39 HOLBROOKE RD WHITE PLAINS, NY 10605	1326	01/31/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $50,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
12	BELLIZZI, DONNA 82 RAINBOW CREST HOPEWELL JCT, NY 12533	1202	01/22/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,668.44	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
13	BELLIZZI, DONNA 82 RAINBOW CREST HOPEWELL JCT, NY 12533	1204	01/22/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,115.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
14	BONGIORNI, ROBERTA 252 WEYMAN AVE PH NEW ROCHELLE, NY 10805	1261	01/28/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $14,976.45	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
15	CAF CONSTRUCTION ATTN FRANK CASTELLO 3465 STEENWICK AVE BRONX, NY 10475	125	08/12/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $13,204.37 Unsecured: $4,288.60	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
16	CERTIFIED SAFETY VALVE REPAIR 617 PENNSYLVANIA AVE LINDEN, NJ 07036	191	08/17/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $1,815.52 Secured: Unliquidated Unsecured: $1,815.52	Unsecured: $1,815.52	Unsecured amount incorrectly claimed as administrative claim.
17	COUNTY CHAIR PARTY RENTALS 25 OAK ST MOUNT VERNON, NY 10550	569	09/13/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $482.29	Unsecured: $482.29	Unsecured amount incorrectly claimed as administrative claim.
18	CREST/GOOD MANUFACTURING C 90 GORDON DR STE A SYOSSET, NY 11791	255	08/22/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $9,689.32	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
19	CRYOLIFE 1655 ROBERTS BLVD NW KENNESAW, GA 30144	1112	01/03/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $17,370.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
20	D R S 546 FRANKLIN AVE MASSAPEQUA, NY 11758	1085	12/31/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $63.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
21	DEVINE, PATRICIA ANN 8 HAGEMAN CT KATONAH, NY 10536	1247	01/28/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $185,113.55	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
22	EMPLOYEE UNIVERSITY RR1 BOX 871 SUGAR GROVE, OH 43155	1125	01/07/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $724.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
23	ESTATE OF SEWARD C/O LOUIS SOLIMANO 305 E 204TH ST BRONX, NY 10467	1108	01/02/14	Sound Shore Medical Center of Westchester	13-22840	Unliquidated	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
24	THE ESTATE OF DESIREE WEEKS C/O ROSENBAUM & ROSENBAUM PC 100 WALL ST 15TH FL NEW YORK, NY 10005	1149	01/13/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $5,000,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
25	F&E CHECK PROTECTOR SALES CO 966 NEPPERHAN AVE YONKERS, NY 10703	1115	01/04/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,323.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
26	FERGUSON, KAREN J C/O KAREN J COHEN 601 KAPPOCK ST APT 3M BRONX, NY 10463	1433	01/15/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $200.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
27	G & M SIGNS & NAMEPLATE CO INC 383 HUGUENOT ST NEW ROCHELLE, NY 10801	1110	01/03/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,228.50	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
28	GEGA, VJOLLCA 2856 E 197 ST BRONX, NY 10461	1188	01/18/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $35,210.25*	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
29	GORDON & YESTADT ARCHITECTS 17 N CHATSWORTH AVE LARCHMONT, NY 10538	1117	01/04/14	NRHMC Services Corporation	13-22845	Admin: $4,870.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
30	GREG FOSTER ADMIN EST OF GENEVA ACKRIDGE C/O RICE & RICE ATTORNEYS AT LAW 270 NORTH AVE STE 202 NEW ROCHELLE, NY 10801	1288	01/30/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,000,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
31	GTL CONSTRUCTION LLC 1230 MAMARONECK AVE WHITE PLAINS, NY 10605	1216	01/24/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $4,125.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
32	GWEN TYSON AS EXECUTRIX OF THE ESTATE OF PAUL TYSON C/O ROSENBAUM & ROSENBAUM PC 100 WALL ST 15TH FL NEW YORK, NY 10005	1141	01/11/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $5,000,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
33	HARRIS, MARCELLE 167 SICKLES AVE NEW ROCHELLE, NY 10801	1162	01/14/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $10,012.38	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
34	HASHEMI, PANTEA 400 E 70TH ST APT 806 NEW YORK, NY 10021	1126	01/07/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,500.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
35	HENRY SCHEIN INC 135 DURYEA RD MELVILLE, NY 11747	1254	01/28/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,299.29	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
36	HOLCOMB, LAWRENCE 80 GUION PL APT 11Y NEW ROCHELLE, NY 10801	1090	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Unliquidated	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
37	HUDSON ENERGY SERVICES C/O MICHELLE A MENDEZ 5080 SPECTRUM DR STE 805E ADDISON, TX 75001	1298	01/30/14	Sound Shore Health System, Inc.	13-22844	Admin: $197,436.42	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
38	JACOBS LOCK COMPANY LLC 685 MAIN ST NEW ROCHELLE, NY 10801	1091	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,861.42	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
39	KRAMER SCIENTIFIC LAB PROD CORP 50 MAPLE ST NORWOOD, NJ 07648	1103	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $13,516.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
40	L I LOCKSMITH & ALARM INC DBA L I AUTOMATIC DOORS 26 W OLD COUNTRY RD HICKSVILLE, NY 11801	1206	01/22/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $822.50	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
41	LANDAUER INC 2 SCIENCE RD GLENWOOD, IL 60425	1086	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $4,855.80	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
42	LANDOVER COOLING TOWER SERVICE INC 177 MILL LANE MOUNTAINSIDE, NJ 07092	1180	01/17/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $74,832.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
43	LARYWON, JONATHAN 5 FELLOWSHIP LN RYE BROOK, NY 10573	1333	01/31/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,325.63	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
44	LEVITT, MARGARET 50 ELK AVE NEW ROCHELLE, NY 10804	1104	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $26,319.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
45	MASE CODING SERVICES 170 NY AVE APT 8 BROOKLYN, NY 11216	1340	01/31/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $41,372.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
46	MASTELLONE, PATRICIA 6 RUTGERS PL SCARSDALE, NY 10583	1097	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $67,247.79	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
47	METZ, RHONDA C/O RICE & RICE ATTORNEYS AT LAW 270 NORTH AVE STE 202 NEW ROCHELLE, NY 10801	1290	01/30/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $500,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
48	MICHAEL ANTHONY CONTRACTING CORP ATTN: PRESIDENT, MANAGING OR GENERAL AGENT 161 RAILROAD AVE GARDEN CITY PARK, NY 11040	403	09/04/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $461,806.13	Unsecured: $461,806.13	Unsecured amount incorrectly claimed as administrative claim.
49	NEE, MARY ELLEN 10 SPRAGUE RD SCARSDALE, NY 10583	1134	01/09/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $20,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
50	NEW YORK MEDICAL COLLEGE OFFICE OF THE GENERAL COUNSEL 40 SUNSHINE COTTAGE RD VALHALLA, NY 10595	1178	01/15/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $132,634.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for
51	OPOKU, BENJAMIN 4050 GRACE AVE #1 BRONX, NY 10466	1146	01/11/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,100.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
52	OPTICAL ARCHIVES 550 MAMARONECK AVE STE 501 HARRISON, KY 10528	1194	01/21/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $3,645.04	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
53	OPTICAL ARCHIVES 550 MAMARONECK AVE STE 501 HARRISON, NY 10528	1195	01/21/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $21,812.76	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
54	OSPREY BIOMEDICAL CORP 2629 MANHATTAN BEACH BLVD REDONDO BEACH, CA 90278	1143	01/11/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $27,515.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
55	OYAGUE, RALPH CLINTON CORRECTIONAL FACILITY PO BOX 2000-1 DANNEMORA, NY 12929	1148	01/13/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $6,500.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
56	OYAGUE, RALPH PO BOX 2000-1 DANNEMORA, NY 12929	1164	01/14/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $3,500.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
57	PAL ENVIRONMENTAL SAFETY CORP 1102 QUEENS PLZ S LONG ISLAND CITY, NY 11101	142	08/14/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,384.25 Secured: $2,384.25 Priority: $2,384.25	Unsecured: $2,384.25	Unsecured amount incorrectly claimed as administrative claim.
58	PHARMCO PRODUCTS INC ATTN DAYNE GOMES 58 VALE RD BROOKSFIELD, CT 06804	1142	01/11/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,004.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
59	PREMCO INC PO BOX 266 NEW ROCHELLE, NY 10801	1139	01/10/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $90,540.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
60	PRO-TEK OF NY C/O RHK RECOVERY GROUP 1670 OLD COUNTRY RD STE 202 PLAINVIEW, NY 11803	1257	01/28/14	Sound Shore Health System, Inc.	13-22844	Admin: $17,766.22	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
61	PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER C/O RICE & RICE ATTORNEYS AT LAW 270 NORTH AVE STE 202 NEW ROCHELLE, NY 10801	1305	01/30/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,000,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
62	QUALITY LINE ENTERPRISES 1424 4TH ST #219 SANTA MONICA, CA 90401	1099	12/31/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $1,158.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
63	RELIABLE HEALTH SYSTEM 2610 NOSTRAND AVE BROOKLYN, NY 11210	831	09/16/13	Howe Avenue Nursing Home, Inc.	13-22842	Admin: $3,434.00 Unsecured: $3,434.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
64	RYAN, JEAN M 1221 CALIFORNIA RD EASTCHESTER, NY 10709	1172	01/15/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $39,575.20	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
65	SALINAS, SOJOURNER C/O GRACE & GRACE 360 UNDERHILL AVE YORKTOWN HEIGHTS, NY 10598	1226	01/24/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $500,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
66	SALVEO HEALTHCARE SOLUTIONS INC C/O PAUL W MEYER JR, ESQ 35 E GRASSY SPRAIN RD YONKERS, NY 10710	1332	01/31/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $24,919.82	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
67	SCANLAN INTERNATIONAL INC ONE SCANLAN PLAZA ST PAUL, MN 55107	1193	01/21/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $3,720.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
68	SCHER, MARK 40 BYRON PL SCARSDALE, NY 10583	1309	01/30/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $200.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
69	SHORELINE PUBLISHING INC 629 FIFTH AVE PELHAM, NY 10803	480	09/09/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $775.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
70	SIGN DESIGN & JC AWNING 404 WILLETT AVE PORT CHESTER, NY 10753	1166	01/14/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $1,550.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
71	SMITHS MEDICAL ASD INC 5200 UPPER METRO PL STE 200 DUBLIN, OH 43017	1253	01/28/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $28,313.72	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
72	SOUNDVIEW MANAGEMENT ASSOCIATES LLC C/O DELBELLO DONNELLAN WEINGARTEN ET AL ATTN ERICA FEYNMAN AISNER, ESQ ONE NORTH LEXINGTON AVE 11TH FL WHITE PLAINS, NY 10601	1065	12/19/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $5,584.71 Unsecured: $185,676.25	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
73	STAT-TECH SURGICAL SUPPLY CO INC 20 ORLANDO DR FAIRFIELD, NJ 07004	1128	01/07/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $8,265.36	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
74	THD AMERICA, INC 190 INDUSTRIAL RD STE 2 WRENTHAM, MA 02093	1036	10/28/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $6,532.47	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
75	THOMPSON & BENDER LLC 1192 PLEASANTVILLE RD BRIARCLIFF MANOR, NY 10510	1068	12/26/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $5,837.50	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
76	THOMPSON & BENDER LLC 1192 PLEASANTVILLE RD BRIARCLIFF MANOR, NY 10510	1069	12/26/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: $7,500.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
77	UPTODATE INC C/O NEAL GERBER & EISENBERG LLP ATTN KEVIN G SCHNEIDER, ESQ TWO N LASALLE ST STE 1700 CHICAGO, IL 60602	1258	01/28/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $11,547.94	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
78	URSTADT BIDDLE PROPERTIES INC C/O KROLL MCNAMARA EVANS & DELEHANTY LLP ATTN DOUGLAS M EVANS, ESQ 65 MEMORIAL RD STE 300 WEST HARTFORD, CT 06107	589	09/13/13	NRHMC Services Corporation	13-22845	Admin: $5,288.54*	Unsecured: $5,288.54	Unsecured amount incorrectly claimed as administrative claim.
79	VALLARIO, DANIEL 144 MEADOW LA NEW ROCHELLE, NY 10805	1082	09/13/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $33,340.82	Unsecured: $33,340.82	Unsecured amount incorrectly claimed as administrative claim.
80	VALLARIO, DANIEL 144 MEADOW LA NEW ROCHELLE, NY 10805	1151	01/13/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $8,652.82	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
81	WASHINGTON, SHARIF C/O RICE & RICE ATTORNEYS AT LAW 270 NORTH AVE STE 202 NEW ROCHELLE, NY 10801	1287	01/30/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $500,000.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
82	WE RECYCLE LLC C/O HUGO NEU RECYCLING LLC 249 E SANDFORD BLVD MOUNT VERNON, NY 10550	1089	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: $2,403.45	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
83	WESSBACK LLC DBA DIVERSIFIED CONSULTING PO BOX 34 ROCHDALE, MA 01542	1140	01/10/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $18,980.25	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
84	WESSBACK LLC DBA DIVERSIFIED CONSULTING PO BOX 34 ROCHDALE, MA 01542	1160	01/13/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $18,980.25	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.
85	YOUNG EQUIPMENT SALES INC 325 RABRO DR STE 1 HAUPPAUGE, NY 11788	1153	01/13/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: $1,099.00	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

Sound Shore Medical Center of Westchester, *et al* .,
Exhibit A - Incorrect Classification / Late-Filed Claims

Note: Claimants are listed alphabetically by last name or by entity name.

SEQ. NO.	NAME	CLAIM NO.	DATE FILED	DEBTOR	CASE NO.	CLAIMED AMOUNT	ALLOWED AMOUNT	BASIS FOR OBJECTION
86	YOUNG, ZENAIDA 4 SUNSET LN HARTSDALE, NY 10530	1189	01/21/14	Sound Shore Medical Center of Westchester	13-22840	Admin: $89,841.95	Unsecured: $0.00	Unsecured amount incorrectly claimed as administrative claim and therefore filed after the September 6, 2013 claims bar date for unsecured claims.

* Denotes an unliquidated component.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ Sound Shore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
A&L SCIENTIFIC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

Name and Addresses Where Notices Should be Sent.
88-05- 76 Avenue
Glendale NY,
11385

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim

Claim Number (if known) _____

Dated. _____

THE GARDEN CITY GROUP INC. DEC 31 2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 6-24-13 2-11-13

3. DESCRIPTION OF CLAIM (IF KNOWN). MAINTENANCE ON BLOOD BANK REFRIGERATOR

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 707 50 xx
(Total)

5 CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7 TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: ANTHONY VICARI
Title: President
Company: A&L Scientific
Address and telephone number (if different from notice address above):

(Signature) 12-24-13 (Date)

Telephone number. 718-756-8100 email. ANTHONY@ALSCIENTIF.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn. Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01092
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Mar 00

A & L Scientific Corp.
88-05 76th Avenue
Glendale, NY 11385
(718) 756-8100

I N V O I C E

Inv #: S27508

Sold To:
SOUND SHORE MEDICAL
Acc.Payable Dept.
16 Guion Place
New Rochelle NY 10802

Ship To: 3075-001
TURINO:SOUND SHORE MEDICAL
Main Bldg.,3rd.Fl., OR
16 GUION PLACE & MEMORIAL HIGHWAY
New Rochelle NY 10802

Invoice Date	Customer #	Call Slip #	Serviceman	W.O. #	Terms	P.O. #
02/11/13	3075	36347	OSCA	2883		NR175272

Work Date: 02/11/13

DESCRIPTION

Performed maintenance on units refrigeration. Brushed and blew out air cooled condenser with gas. Lubricated fan motors. Checked door gaskets and alarms. Made all necessary adjustments and calibrations. All O.K...

Found chart recorder out of adjustment. Calibrated to thermocouple put into solution. All O.K...

MATERIAL & LABOR	707.50
SUBTOTAL	707.50
TAX	.00
TOTAL $	707.50

CHECK RETURNED

111012822
04/10/2013
1882815845

This is a LEGAL COPY of your check. You can use it the same way you would use the original check

ETURN REASON-A
OT SUFFICIENT
FUNDS

19030001
7429
1
16421

1882815845 04/08/2013

NSF

Sound Shore

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
16 Guion Place, New Rochelle, NY 10802

JPMorgan Chase Bank, N.A.
New York, NY

7034031

DATE	CHECK NUMBER
2/21/2013	7034031

CHECK AMOUNT
$ ********707.50

PAY ******707 DOLLARS AND 50 CENTS

TO THE ORDER OF: A & L SCIENTIFIC
632 EAST NEW YORK AVENUE
BROOKLYN NY 11203

30549

⑈7034031⑈ ⑆021000021⑆ 670170252⑈

(Page 1 of 4) Case 1:13-cv-22840-rdd Doc 1135-3 Filed 06/29/15 Entered 06/29/15 11:07:36 Claim

36541

NL5292

A.L. SCIENTIFIC

HTTP://WWW.ALSCIENTIFIC.COM 88-05 76th AVENUE, GLENDALE, NY 11385 TEL: (718) 756-8100 FAX: (718) 778-6352

Servicers of Medical & Lab Equipment Email: service@alscientific.com

ULTRA-LOW REFRIGERATION (CASCADE SYSTEMS)

NAME	Sound Shore Medical	MECH NAME	JOB T	TRAVEL T	SHOP T	OVER T
ADDRESS	16 Guion PL	Oscar		1/2		
CITY & STATE	New Rochelle NY					
ATTN:	Joan Tucino 914 365 3504					

PREVENTIVE MAINTENANCE

JOB NO. 2883 DATE 2-11-13

MANUFACTURER | MODEL | SERIAL NO. | LOCATION (UNIT) OR

CODE NO. 222/001 201/993

914 365 3950

877 707 5027

PW# LTC-7A32

3rd FLR O.R.

EQUIPMENT ID NO. F23P277687PP

| REFRIGERATORS AND FREEZERS | | | | |

Sound Shore Medical Of Westche
Sound Shore Medical Of Westche
Et Al... C/O Gcg, Inc
P.O Box 9982
Dublin OH 43017-5982

43017558282

Ag Scientific Corp
88-05 76th Avenue
Glendale NY 11385

Equality
FOREVER
USA

Justice
FOREVER
USA

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840
☒ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:

The Mount Vernon Hospital, Inc.

FILED - 00203
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Unsecured: $6,380.00

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): ACCREITED LOCK SUPPLY CO

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:

ACCREITED LOCK SUPPLY CO
1161 PATERSON PLANK ROAD
SECAUCUS, NJ 07094

THE GARDEN CITY GROUP, INC. AUG 19 2013

Telephone number:
Email Address:

Name and address where payment should be sent (if different from above):

PO Box 1442
Secaucus, NJ 07096-1442
Telephone number: 201-865-5015
Email Address: Credit@Acclock.com

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed (May 29, 2013): $ 7,528.40

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☑ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: _____
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor:	**3a. Debtor may have scheduled account as:**	**3b. Uniform Claim Identifier (optional):**
____ ____ ____ ____	_____ (See instruction #3a)	_____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $ _____

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Basis for perfection: _____

Amount of Secured Claim: $ _____

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority:
$ _____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 6,380.00

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☐ I am the creditor ☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Karen Kopesky
Title: Credit Mngr
Company: Accredited Rock Supply

Karen Kopesky (Signature) 8/13/13 (Date)

Address and telephone number (if different from notice address above):
PO Box 1442
Secaucus, NJ 07096-1442

Telephone number: 201-865-5015 email: credit@accrock.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

01003969
SSM0202201448



ACCREITED LOCK SUPPLY CO
1161 PATERSON PLANK ROAD
SECAUCUS, NJ 07094

Accredited Lock Supply Co.

P.O.Box 1442, Secaucus, N.J. 07096-1442
(201)865-5015 • (800)652-2835 • Fax: (201)865-5031
www.acclock.com • mail@acclock.com

INVOICE

NO. 1594622

PAGE: 1

DATE: 5/09/12

BILL TO
MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVE
MT VERNON, NY 10550

SHIP TO
MOUNT VERNON HOSPITAL
9 NORTH 8th AVENUE
MT VERNON, NY 10550

COMMENTS

CUSTOMER NO.	YOUR ORDER NO.	TERMS	SHIPPING TERMS
87954	MV24134	PREPAID	UPS

SALESPERSON	DATE SHIPPED	SHIPPED VIA	PICK TICKET NO.
JOE DIVINCENT			

LINE NO.	ORDERED	SHIPPED	BACK ORDERED	MANUFACTURER P/N DESCRIPTION	NET UNIT PRICE	EXTENDED NET PRICE
1	22		22	CRX075-US26D PASSAGE	290.00	6,380.00

SUB-TOTAL	FREIGHT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
6,380.00	0.00	0.00	6,380.00		6,380.00

Shipping Address: 1161 Paterson Plank Road, Secaucus, N.J. 07094-2715

NOTE: 1. 18% per year interest charges on past due balance. 2. No merchandise may be returned without written authorization. 3. 25% restocking charge. 4. $36.00 service charge for returned checks. 5. Federal ID: 22-2054109.

ORIGINAL

System 2000 - AccreditedLock375

File Edit Functions Help

Back Forward Exit Search

Open A/R Inquiry

Company 01
Customer 87954
Name MOUNT VERNON HOSPITAL
Balance Due $ 7,432.70
Currency Currency: Domestic

Start Inv#
Cust P.O
Order #

Invoice No	Type	Transaction Date	Due Date	Reference Number	Transaction Amount	Balance	Order No	Cbk	Days
1594622	Inv	5/09/12	5/29/12	MV24134	6,380.00	6,380.00	1520320		344
1598396	Int	5/31/12	5/31/12		95.70	95.70			322
1603685	Int	6/30/12	6/30/12		95.70	95.70			292
1608958	Int	7/31/12	7/31/12		95.70	95.70			261
1614650	Int	8/31/12	8/31/12		95.70	95.70			230
1619824	Int	9/30/12	9/30/12		95.70	95.70			200
1625369	Int	10/31/12	10/31/12		95.70	95.70			169
1630536	Int	11/30/12	11/30/12		95.70	95.70			139
1635282	Int	12/31/12	12/31/12		95.70	95.70			108
1641724	Int	1/31/13	1/31/13		95.70	95.70			77
1647285	Int	2/28/13	2/28/13		95.70	95.70			49
1653215	Int	3/31/13	3/31/13		95.70	95.70			18

* End Of File *

Bottom

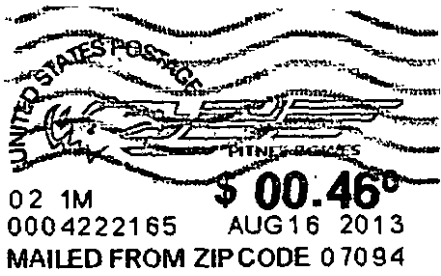
Invoice Details | Additional Info

13-22840-rdd Doc 1135-3 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 1) Pg 12 of 40

Accredited Lock Supply
P.O. Box 1442
Secaucus, NJ 07096-1442

DV DANIELS NJ 070

16 AUG 2013



Sound Shore Medical Center of
Westchester, et al., C/O
GCG INC
PO Box 9982
Dublin, OH 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)

ACME AMERICAN REFRIGERATION INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP INC. JAN 06 2014

Name and Addresses Where Notices Should be Sent.

99 SCOTT AVE
BROOKLYN NY 11237

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
   ☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
   ☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____
2. DATE DEBT WAS INCURRED (IF KNOWN):
3. DESCRIPTION OF CLAIM (IF KNOWN) SEE ATTACHED INVOICES.
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 11822.86 (Total)

FILED - 01121
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7 TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: BIRINDER MANN
Title: VICE PRESIDENT
Company: ACME AMERICAN REFRIGERATION INC
Address and telephone number (if different from notice address above):
99 SCOTT AVE
BROOKLYN NY 11237
Telephone number: _____

(Signature) _____ (Date) 12/30/13

email: CM1213@gmail.com

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

Statement

ACME AMERICAN REFRIGERATION INC.
99 SCOTT AVENUE
BROOKLYN, NY 11237
7184566544

Statement Date: 12/27/2013
Salesperson: DAVE ESTES

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801
Contact: CECILIA MOY

Customer Number: R221503

Date	Reference	Description	Charge	Credit	Balance
3/1/2012	R404475-IN		925.00		925.00
3/14/2012	R032663-IN		435.00		435.00
4/30/2012	R033140-IN		2,701.43		2,701.43
6/1/2012	R404763-IN		925.00		925.00
9/4/2012	R405007-IN		925.00		925.00

Total: 5,911.43

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
0.00	0.00	0.00	0.00	5,911.43	5,911.43

*** THIS IS LINE ONE OF THE STANDARD MESSAGE ***
*** THIS IS LINE TWO OF THE STANDARD MESSAGE ***
YOUR ACCOUNT WITH US IS SERIOUSLY PAST DUE.
REMIT TODAY SO THAT WE MAY CONTINUE TO SERVE YOU.

acme american refrigeration, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Industry Leading Repair, Maintenance and Installation of All Commercial Refrigeration & Food Preservation Equipment

Invoice Number: R404475-IN
Invoice Date: 3/1/2012
Customer Number: R221503
Customer P.O.:
Terms: Net 30 Days

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Contact: ANDREW WALTERS

Item Code	Description	Amount
LC	LABOR CONTRACT BILLING 03/01/2012 - 05/31/2012	925.00

Net Invoice:	925.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**925.00**

File

acme american refrigeration, inc.

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Industry Leading Repair, Maintenance and Installation of All Commercial Refrigeration & Food Preservation Equipment

Invoice

Invoice Number: R032663-IN
Invoice Date: 03/14/12
Customer Number: R221503

Sold To:

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			Net 30 Days

Order Qty	Ship Qty	Item Description	Unit Price	Extension
1.000	1.000	/NS CURTAINS W/ PIPE & MOUNTING PIPE	415.00	415.00

Net Invoice:	415.00
Less Discount:	0.00
Freight:	20.00
Sales Tax:	0.00
Invoice Total:	**435.00**

File

Service Ticket No. 128337

acme american refrigeration inc.

99 SCOTT AVENUE, BROOKLYN, N.Y. 11237
PHONE: 718-456-6544
"FULL SERVICE OF COMMERCIAL REFRIGERATION"
FAX: 718-366-5359

INVOICE NO. K0990603
INVOICE DATE
ACCOUNT NO.

INVOICE TO:

Purchase Order No. | Tel. #
Dept. | FAX #

REPAIR LOCATION:

Lucas Steel Inc
New Rochelle NY
Contact | Floor/Location 1
Attn. | Tel. No.

GAS TYPE		TEMP.		AIR COOLED		WATER COOLED		EQUIP. I.D.	VOLTS	
Mfgr.		Type of Equipment		Model No.		Serial No.		Date of Installation	Warranty	

DESCRIPTION OF WORK: Install Carrier 6 Doors in Cage Take out old Coils with old Insulation and Piping Light Freezer

	YES	NO
Job Completed	/	
Warranty Form		
Brought to Shop		
Forward Estimate		
CYL Start		
CYL End		
Gas Used	lbs	
Gas Rec'rd	lbs	
Retrofit	Y	N
Oil Type		
BTU		
CFM		
Open Account		
C.O.D.		
Taxable Amt.		
Tax Code		
Dept. Code		

QTY. ORDERED	PART NO.	MATERIALS USED	QTY. SHIPPED	UNIT PRICE	AMOUNT
1		Set 7'-Doors Carrier	6		
		with pipe Insulating Pipe			415

Date Work Done	Time In	Time Out	Technician
2/28/15	Travel 1.5	Labor 1.00	

NOTES:

CUSTOMER'S SIGNATURE | DATE

Total Parts	415 —
Shop Labor HRS.	
Outside Labor HRS.	1/
Travel Time HRS.	
Mileage per Mile	
Shipping Materials	10 —
Transportation	
TAX RATE % TAX	
TOTAL AMOUNT	$

TERMS: Net 30 Days

FILE COPY

PARTS WARRANTY 90 DAYS

PAY THIS AMOUNT

acme american refrigeration, inc.

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Industry Leading Repair, Maintenance and Installation of All Commercial Refrigeration & Food Preservation Equipment

Invoice

Invoice Number: R033140-IN
Invoice Date: 04/30/12
Customer Number: R221503

Sold To:

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			Net 30 Days

Order Qty	Ship Qty	Item Description	Unit Price	Extension
1.000	1.000	/NS	608.43	608.43
		DUAL PRESSURE CONTROL		
1.000	1.000	/NS	20.00	20.00
		COULPING		
1.000	1.000	/NS	195.00	195.00
		SOLDER MATERIALS		
60.000	60.000	/NS	31.00	1,860.00
		R409A		

Net Invoice:	2,683.43
Less Discount:	0.00
Freight:	18.00
Sales Tax:	0.00
Invoice Total:	**2,701.43**

Posting

Service Ticket No. 128294

acme american refrigeration inc.

99 SCOTT AVENUE, BROOKLYN, N.Y. 11237
PHONE: 718-456-6544
"FULL SERVICE OF COMMERCIAL REFRIGERATION"
FAX: 718-366-5359

INVOICE NO. 20394/6
INVOICE DATE
ACCOUNT NO.

INVOICE TO:

Purchase Order No. | Tel. #
Dept. | FAX #

REPAIR LOCATION:

Contact | Floor/Location
Attn. | Tel. No.

GAS TYPE	TEMP.	AIR COOLED	WATER COOLED	EQUIP. I.D.	VOLTS
Mfgr.	Type of Equipment	Model No.	Serial No.	Date of Installation	Warranty

DESCRIPTION OF WORK:

	YES	NO
Job Completed	✓	
Warranty Form		
Brought to Shop		
Forward Estimate		
CYL Start		
CYL End		
Gas Used		lbs
Gas Rec'rd		lbs
Retrofit	Y	N
Oil Type		
BTU		
CFM		
Open Account		
C.O.D.		
Taxable Amt.		
Tax Code		
Dept. Code		

QTY. ORDERED	PART NO.	MATERIALS USED	QTY. SHIPPED	UNIT PRICE	AMOUNT
1		Valve & Coil	1		60.00
1		Fan Motor	1		70.-
		Misc Material			175.-
		Various Sizes			
2		409 Ton Refrig	60-	31-	1860-

Date Work Done	Time In	Time Out	Technician
4/5/12	Travel 1/2	Labor 3.00	

NOTES:

CUSTOMER'S SIGNATURE | DATE 4.5.12

PARTS WARRANTY 90 DAYS

Total Parts		2683.45
Shop Labor	HRS.	
Outside Labor 3	HRS.	51/2
Travel Time	HRS.	
Mileage	per Mile	
Shipping Materials		18.-
Transportation		
TAX RATE %	TAX	
TOTAL AMOUNT		

TERMS: Net 30 Days

PAY THIS AMOUNT

acme american refrigeration, inc

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Industry Leading Repair, Maintenance and Installation of All Commercial Refrigeration & Food Preservation Equipment

Invoice Number: R404763-IN
Invoice Date: 6/1/2012
Customer Number: R221503
Customer P.O.:
Terms: Net 30 Days

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Contact: ANDREW WALTERS

Item Code	Description	Amount
LC	LABOR CONTRACT BILLING 06/01/2012 - 08/31/2012	925.00

Net Invoice: 925.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 925.00

Posting

acme american refrigeration, inc.

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Industry Leading Repair, Maintenance and Installation of All Commercial Refrigeration & Food Preservation Equipment

Invoice

Invoice Number: R405007-IN
Invoice Date: 9/4/2012
Customer Number: R221503
Customer P.O.:
Terms: Net 30 Days

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Contact: ANDREW WALTERS

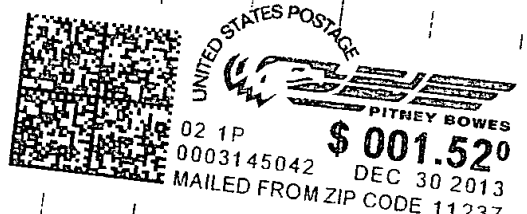
Item Code	Description	Amount
LC	LABOR CONTRACT BILLING 09/01/2012 - 11/30/2012	925.00

Net Invoice:	925.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	925.00

File

acme american refrigeration, inc.
99 Scott Avenue • Brooklyn, N.Y. 11237

ADDRESS SERVICE REQUESTED



Sound Shore Medical of Westchester
C/O GCG INC
PO Box 9982
Dublin OH 43017-1982

Doc 4733-3 Filed 06/28/15 Entered 06/28/15 11:47:40 Exhibits
(Part 1) Pg 25 of 40

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
ACME AMERICAN REPAIRS INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. JAN 06 2014

Name and Addresses Where Notices Should be Sent:
99 SCOTT AVE
BROOKLYN NY 11237

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM.
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN).

3. DESCRIPTION OF CLAIM (IF KNOWN): SEE ATTACHED INVOICES

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 23430.75 (Total)

FILED - 01120
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YOR
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: BIRINDER MADAN
Title: PRESIDENT
Company: ACME AMERICAN REPAIRS INC
Address and telephone number (if different from notice address above):
99 SCOTT AVE
BROOKLYN NY 11237
Telephone number: 718 456-6564

(Signature) _____ (Date) 12/30/13

email CIM1213@gmail.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

acme american repairs, inc.

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice

Invoice Number: M004822-IN
Invoice Date: 9/1/2012
Customer Number: 0221503
Customer P.O.:
Terms: NET 30 DAYS

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Contact: CECILIA MOY

Item Code	Description	Amount
LC	LABOR CONTRACT BILLING 09/01/2012 - 11/30/2012	1,585.00

TOTAL 2343075

Net Invoice:	1,585.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	1,585.00

acme american repairs, inc.

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice

Invoice Number: M004352-IN
Invoice Date: 6/1/2012
Customer Number: 0221503
Customer P.O.:
Terms: NET 30 DAYS

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Contact: CECILIA MOY

Item Code	Description	Amount
LC	LABOR CONTRACT BILLING 06/01/2012 - 08/31/2012	1,585.00

Net Invoice:	1,585.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	1,585.00

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: M003522-IN
Invoice Date: 3/1/2012
Customer Number: 0221503
Customer P.O.:
Terms: NET 30 DAYS

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Contact: CECILIA MOY

Item Code	Description	Amount
LC	LABOR CONTRACT BILLING 03/01/2012 - 05/31/2012	1,585.00

Net Invoice:	1,585.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	1,585.00

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: A550606-IN
Invoice Date: 03/30/12
Customer Number: 0221503

Sold To:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			NET 30 DAYS

Order Qty	Ship Qty	Item Description	Unit Price	Extension
1.000	1.000	/NS DINEX CAPACITOR	69.20	69.20
1.000	1.000	/NS DINEX BLOWER WHEEL ASSEMBLY	366.00	366.00

Net Invoice:	435.20
Less Discount:	0.00
Freight:	14.60
Sales Tax:	0.00
Invoice Total:	**449.80**

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: A550149-IN
Invoice Date: 03/12/12
Customer Number: 0221503

Sold To:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			NET 30 DAYS

Order Qty	Ship Qty	Item Description	Unit Price	Extension
		THE FOLLOWING PARTS ARE NEEDED TO REPAIR YOUR CLEVELAND SKILLET. SEE PROPOSAL #64490		
1.000	1.000	/NS AS PER PROPOSAL	2,541.95	2,541.95

Net Invoice:	2,541.95
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**2,541.95**

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: A549754-IN
Invoice Date: 02/22/12
Customer Number: 0221503

Sold To:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			NET 30 DAYS

Order Qty	Ship Qty	Item Description	Unit Price	Extension
2.000	2.000	/NS WARING BLENDER BOWL COMPLETE	611.25	1,222.50

Net Invoice:	1,222.50
Less Discount:	0.00
Freight:	12.00
Sales Tax:	0.00
Invoice Total:	**1,234.50**

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: A549498-IN
Invoice Date: 02/13/12
Customer Number: 0221503

Sold To:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			NET 30 DAYS

Order Qty	Ship Qty	Item Description	Unit Price	Extension
		THE FOLLOWING PARTS ARE NEEDED TO REPAIR YOUR ROBOCOUPE FOOD PROCESSOR. SEE PROPOSAL #63519		
1.000	1.000	/NS AS PER PROPOSAL	842.20	842.20

Net Invoice:	842.20
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**842.20**

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: A549340-IN
Invoice Date: 02/07/12
Customer Number: 0221503

Sold To:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			NET 30 DAYS

Order Qty	Ship Qty	Item Description	Unit Price	Extension
		THE FOLLOWING PARTS ARE NEEDED TO REPAIR YOUR SALVAJOR DISPOSAL. SEE PROPOSAL #62258		
1.000	1.000	/NS AS PER PROPOSAL	5,748.00	5;748.00

Net Invoice:	5,748.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**5,748.00**

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: A549339-IN
Invoice Date: 02/07/12
Customer Number: 0221503

Sold To:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			NET 30 DAYS

Order Qty	Ship Qty	Item Description	Unit Price	Extension
		THE FOLLOWING PARTS ARE NEEDED TO REPAIR YOUR RED GOAT GARBAGE DISPOSAL. SEE PROPOSAL #61626		
1.000	1.000	/NS AS PER PROPOSAL	6,229.30	6,229.30

Net Invoice:	6,229.30
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**6,229.30**

acme american repairs, inc.

Invoice

99 SCOTT AVENUE BROOKLYN, NY 11237
718-456-6544 800-221-3026 Fax 718-366-5359

Service Representatives & Parts Distributors for Leading Manufacturers of Commercial Cooking, Food Preparation & Dish Washing Equipment

Invoice Number: A549338-IN
Invoice Date: 02/07/12
Customer Number: 0221503

Sold To:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Service Address:

SOUND SHORE MED CENTER
16 GUION PLACE
ATTN: CECILIA MOY
NEW ROCHELLE, NY 10801

Customer P.O.	Authorization #	Date of Service	Terms
			NET 30 DAYS

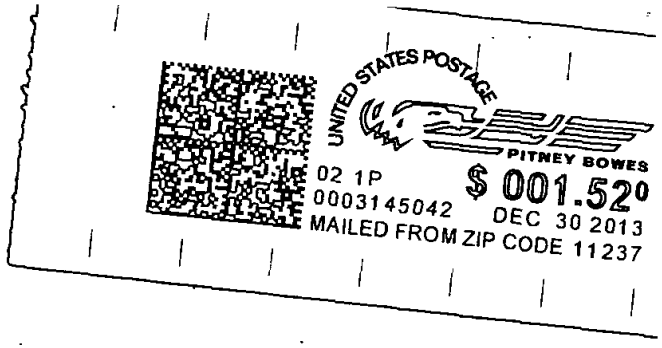
Order Qty	Ship Qty	Item Description	Unit Price	Extension
		THE FOLLOWING PARTS ARE NEEDED TO REPAIR YOUR LEGION KETTLE. SEE PROPOSAL #63535		
1.000	1.000	/NS AS PER PROPOSAL	1,630.00	1,630.00

Net Invoice:	1,630.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**1,630.00**

acme american refrigeration, inc.

99 Scott Avenue • Brooklyn, N.Y. 11237

ADDRESS SERVICE REQUESTED



Sound Shore Medical of Westchester
C/O GCG INC
PO Box 9982
Dublin OH 43017-5982

13-22840-rdd Doc 1135-3 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 1) Pg 34 of 40

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
ADVANCED Imaging Systems

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent.
840 Good Hope Trail
Monroe GA 30656

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM
☑ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN) 10/07 + 11/07 + 8/09

3. DESCRIPTION OF CLAIM (IF KNOWN):
Goods

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 1340.50 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box
☑ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DAVID W Lofflac
Title: OWNER
Company: _____
Address and telephone number (if different from notice address above).

(Signature) _____ (Date) 12/26/13

Telephone number: 770-943-3312 email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn. Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01087
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

ADVANCED IMAGING SYSTEMS
840 GOOD HOPE TRAIL
MONROE GA 30656
770-943-3312

INVOICE NO: 32776
INVOICE DATE: 11/14/2007
INVOICE TERMS: NET 30
FEDERAL TAX# 20-4211452

SOUNDSHORE HOSPITAL
16 GUION PLACE
PEDIATICS
NEW ROCHELLE NY 10802
ATTN: MS FANNIE VARGAS

SHIP TO:
SOUNDSHORE HOSPITAL

914-632-5000 X3065

ORDER DATE	ORDER NUMBER	PO#	SHIPPED VIA	SLS#
11/13/2007	3128	VARGAS	UPS	201

QUANTITY	STOCK NO.	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
2 CTGS	4000	SUPERIOR TONER CARTRIDGES FOR USE IN HEWLETT PACKARD 4050	244.50 CTG	489.00

SPECIAL TERMS
OPEN ACCOUNT
Deduct 20% discount from product amount
if invoice is paid within 30 days.
Discount, if applicable, must be taken
at time of payment.
We accept Visa, Mastercard and American
Express.

HANDLING: 8.00
PLEASE PAY: 497.00

ADVANCED IMAGING SYSTEMS
840 GOOD HOPE TRAIL
MONROE GA 30656
770-943-3312

INVOICE NO: 35964
INVOICE DATE: 8/13/2009
INVOICE TERMS: NET 30
FEDERAL TAX# 20-4211452

SOUND SHORE MEDICAL CTR
16 GUION PLACE
6TH MSU
NEW ROCHELLE NY 10802
ATTN: MR RICHARD KAPLAN

SHIP TO:
SOUND SHORE MEDICAL CTR

914-632-5000

ORDER DATE	ORDER NUMBER	PO#	SHIPPED VIA	SLS#
8/12/2009	6826	KAPLAN	UPS	201

QUANTITY	STOCK NO.	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
1 CTG	4000	SUPERIOR TONER CARTRIDGES FOR USE IN HEWLETT PACKARD 4050N	244.50 CTG	244.50

SPECIAL TERMS
OPEN ACCOUNT
Deduct 12% discount from product amount
if invoice is paid within 30 days.
Discount, if applicable, must be taken
at time of payment.
We accept Visa, Mastercard and American
Express.

HANDLING: 8.00
PLEASE PAY: 252.50

ADVANCED IMAGING SYSTEMS
840 GOOD HOPE TRAIL
MONROE GA 30656
770-943-3312

INVOICE NO: 32543
INVOICE DATE: 10/8/2007
INVOICE TERMS: NET 30
FEDERAL TAX# 20-4211452

SOUND SHORE MED CTR
16 GUION PLACE
JESMAPJIAN CLINIC
NEW ROCHELLE NY 10802
ATTN: MS MIMI ACEVEDO

SHIP TO:
SOUND SHORE MED CTR

914-632-5000 X3619

ORDER DATE	ORDER NUMBER	PO#	SHIPPED VIA	SLS#
9/14/2007	2788	ACEVEDO	UPS	201

QUANTITY	STOCK NO.	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
1 CTG	4250	FOR USE IN HEWLETT PACKARD 4250N	288.50 CTG	288.50

SPECIAL TERMS
OPEN ACCOUNT
Deduct 12% discount from product amount
if invoice is paid within 30 days.
Discount, if applicable, must be taken
at time of payment.
We accept Visa, Mastercard and American
Express.

HANDLING: 6.00
PLEASE PAY: 294.50

ADVANCED IMAGING SYSTEMS
840 GOOD HOPE TRAIL
MONROE GA 30656
770-943-3312

INVOICE NO: 32553
INVOICE DATE: 10/10/2007
INVOICE TERMS: NET 30
FEDERAL TAX# 20-4211452

SOUND SHORE MEDICAL CTR
16 GUION PLACE
5TH FLOOR
NEW ROCHELLE NY 10802
ATTN: MS ANGELA GOURCHANE

SHIP TO:
SOUND SHORE MEDICAL CTR

914-632-5000 X 3972

ORDER DATE	ORDER NUMBER	PO#	SHIPPED VIA	SLS#
9/28/2007	2882	GOURCHANE	UPS	203

QUANTITY	STOCK NO.	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
1 CTG	4200	FOR USE IN HEWLETT PACKARD 4200	288.50 CTG	288.50

SPECIAL TERMS
OPEN ACCOUNT
Deduct 12% discount from product amount
if invoice is paid within 30 days.
Discount, if applicable, must be taken
at time of payment.
We accept Visa, Mastercard and American
Express.

HANDLING: 8.00
PLEASE PAY: 296.50

13-22840-rdd Doc 1135-3 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 1) Pg 10 of 40

AIS
240 Good Hope Trail
Monroe GA 30656

ATLANTA METRO
-PM
26 DEC
2015

Justice
FOREVER

Sound Shore Medical of Westchester
c/o GCG, Inc
P.O. Box 9982
Dublin, OH 43017-5982

43017$5982

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
AIR ENGINEERING FILTERS INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 11 2014

Name and Addresses Where Notices Should be Sent:
AIR ENGINEERING
P.O. BOX 174
CHAPPAQUA NY 10514

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): MAY 27, 2012 AND MAY 15, 2013

3. DESCRIPTION OF CLAIM (IF KNOWN): UNPAID SUPPLIES THAT WERE PROVIDED AND FINANCE CHARGES

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $6168.83 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: PAM RUBIN
Title: OWNER
Company: AIR ENGINEERING FILTERS INC
Address and telephone number (if different from notice address above):

Pamela N. Rubin (Signature) 1/4/14 (Date)

Telephone number: 914 238 5945 email: AIRFILTERS@OPTONLINE.NET

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01144
U.S BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D DRAIN

AIR ENGINEERING FILTERS, INC.

P.O. BOX 174
CHAPPAQUA, NY 10514

Finance Charge

Date	Invoice #
5/15/2013	FC 234

Bill To
SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802 ATTN: ACCOUNTS PAYABLE DEPARTMENT

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #20120429 for 5,460.60 on 05/27/2012	708.23

Total	$708.23
Payments/Credits	$0.00
Balance Due	$708.23

AIR ENGINEERING FILTERS, INC.

P.O. BOX 174
CHAPPAQUA, NY 10514

Tel: 914-238-5945 Fax: 914-238-6337
Email: AIRFILTERS@OPTONLINE.NET

Invoice

Date	Invoice #
5/27/2012	20120429

Bill To	Ship To
SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802 ATTN: ACCOUNTS PAYABLE DEPARTMENT	SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802 ATTN: ENGINEERING DEPARTMENT

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
NR169444	Net 90	PAM	5/27/2012	Allowed	BEST WAY

Quantity	Item Code	Description	Price Each	Amount
6	BELT	B75	12.80	76.80
14	BELT	AX45	7.95	111.30
12	BELT	BX66	16.95	203.40
16	BELT	CX105	44.15	706.40
9	BELT	BX86	22.05	198.45
14	BELT	B65	11.10	155.40
9	BELT	BX56	14.35	129.15
10	BELT	BX59	15.10	151.00
8	BELT	BX62	15.90	127.20
8	BELT	BX40	10.25	82.00
10	BELT	B90	15.40	154.00
21	BELT	A62	7.70	161.70
16	BELT	B128	21.90	350.40
16	BELT	B112	19.15	306.40
10	BELT	C136	35.75	357.50
6	BELT	BX48	12.30	73.80
20	BELT	A90	11.15	223.00
18	BELT	A63	7.80	140.40
8	BELT	A64	7.90	63.20
6	BELT	A34	4.20	25.20
8	BELT	BX42	10.80	86.40
6	BELT	A40	4.95	29.70
20	BELT	A28	3.46	69.20
8	BELT	B28	4.80	38.40
8	BELT	B124	21.20	169.60
			Total	

AIR ENGINEERING FILTERS, INC.

P.O. BOX 174
CHAPPAQUA, NY 10514

Tel: 914-238-5945 Fax: 914-238-6337
Email: AIRFILTERS@OPTONLINE.NET

Invoice

Date	Invoice #
5/27/2012	20120429

Bill To	Ship To
SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802 ATTN: ACCOUNTS PAYABLE DEPARTMENT	SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802 ATTN: ENGINEERING DEPARTMENT

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
NR169444	Net 90	PAM	5/27/2012	Allowed	BEST WAY

Quantity	Item Code	Description	Price Each	Amount
8	BELT	B34	5.80	46.40
10	BELT	AX23	4.05	40.50
10	BELT	BX51	13.10	131.00
10	BELT	A59	7.30	73.00
10	BELT	BX55	14.10	141.00
8	BELT	A57	7.05	56.40
10	BELT	A25	3.10	31.00
10	BELT	A32	3.95	39.50
8	BELT	B144	24.60	196.80
8	BELT	B105	17.95	143.60
8	BELT	A49	6.10	48.80
8	BELT	B64	10.95	87.60
10	BELT	AX26	4.60	46.00
10	BELT	A87	10.75	107.50
5	BELT	A58	7.20	36.00
5	BELT	B53	9.10	45.50
		DISCOUNT OF 15% ($819.00) CAN BE DEDUCTED FROM THE TOTAL IF PAID BY AUG. 31, 2012 AFTER THAT DATE INTEREST OF 18% APR ANNUALLY WILL BE APPLIED TO THE UNPAID BALANCE ON A MONTHLY BASIS UNTIL THE INVOICE IS PAID IN FULL		

Total $5,460.60

13-22840-rdd Doc 1135-4 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 2) Pg 5 of 39

AIR ENGINEERING
7 Memorial Drive
Chappaqua, NY 10514
Filter Products, Design, Service

43017598282

forever

Sound Shore Medical of Westchester
ET AL c/o GCG INC
P.O. Box 9982
DUBLIN, OH 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Airways Development, LLC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN - 3 2014

Name and Addresses Where Notices Should be Sent:
740 Jefferson Ave.
Kenilworth, NJ 07033
908-298-9200

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☑ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 5/6/2011, 3/22/2011

3. DESCRIPTION OF CLAIM (IF KNOWN):

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 1,645.04 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: WAYNE W. DiSANZA
Title: Pres/CEO
Company: Airways Development, LLC
(Signature) W.W. DiSanza (Date) 12/30/13

Address and telephone number (if different from notice address above):

Telephone number: _____ email: disawwd@gmail.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01109
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Airways Development LLC
740 Jefferson Ave. Suite B
Kenilworth, NJ 07033
Phone #: (908) 298-9200
Fax #: (908) 298-9201
billing@airwaysdevelopment.com

Invoice

244484

Customer Order No.	Date
AD005	5/6/2011

Ship To

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Bill To

Sound Shore Medical Center
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

P.O. Number	Terms	Salesperson	Ship Date	Ship Via	F.O.B.
NR163156	210N30	Wayne	5/9/2011	UPS	Shipper

Item Code	Quantity	Description	Unit Price	Amount
CP-2202	6	WaterSeal Canister with 0.10cm Label and Tube Holder Top, Case of 36.	240.75	1,444.50
UPSCHG		UPS Shipping Charge	49.28	49.28

Comments

Balance Due	$1,493.78

Airways Development LLC
740 Jefferson Ave. Suite B
Kenilworth, NJ 07033
Phone #: (908) 298-9200
Fax #: (908) 298-9201
billing@airwaysdevelopment.com

Invoice

224433

Customer Order No.	Date
AD005	3/22/2011

Ship To

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Bill To

Sound Shore Medical Center
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

P.O. Number	Terms	Salesperson	Ship Date	Ship Via	F.O.B.
NR162250	2% 10 Net 30	Wayne	3/17/2011	UPS	Shipper

Item Code	Quantity	Description	Unit Price	Amount
CP-2204	6	Canister Bracket	24.20	145.20
UPSCHG		UPS Shipping Charge	6.06	6.06

Comments

Balance Due	$151.26

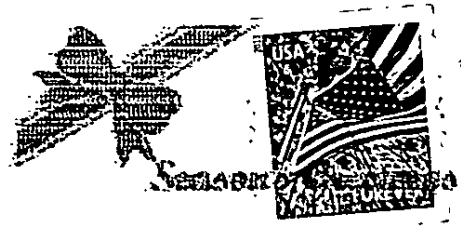
13-22840-rdd Doc 1135-4 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 2) Pg 9 of 39

Airways
Development, LLC

740 Jefferson Avenue
Kenilworth, New Jersey 07033-0496

DV DANIELS NJ 070

30 DEC 2013 PM 1 L



Sound Shore Medical of Westchester
P.O. Box 9982
Dublin, Ohio 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below:

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ 1, 2, 3 Avenue Nursing Home, d/b/a Helen and Michael Schaller Extended Care Center	13-22842	☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC	13-22845 13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
ARISTOTLE BOURNAZOS, P.C

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

Name and addresses Where Notices Should be Sent:
ARISTOTLE BOURNAZOS, P.C.
20 CEDAR STREET
NEW ROCHELLE, N.Y. 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

THE GARDEN CITY GROUP, INC.
DEC 31 2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM.
☐ Goods sold ☒ Professional Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN): Land Surveying, engineer services performed at Sound Shore Medical Center of Westchester – 16 Guion Place, New Rochelle, NY

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 11,600.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.
☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: ARISTOTLE BOURNAZOS
Title: V.P.
Company: Aristotle Bournazos, P.C.
Address and telephone number (if different from notice address above):

Signature: _____ Date: 12/24/13

Telephone number: 914-633-0100 email: _____ Date: 12/24/13

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5782. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01084
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Aristotle Bournazos P.C.
20 Cedar St.
New Rochelle, NY 10801
Tel (914) 633-0100 Fax (914) 633-1762
E-mail ABSURV@aol.com

INVOICE

DATE	INVOICE #
11/10/2011	43303

BILL TO	JOB LOCATION
Sound Shore Medical Center of Westchester 16 Guion Place New Rochelle, NY 10802 Att: Clark E. Walter 914-365-4310	16 Guion Place New Rochelle, NY

DATE OF WORK	Title #	PROJECT #
11/10/2011		C90-335

SURVEY TYPE	DESCRIPTION	AMOUNT
Location	Survey - Metes & Bounds of Guion Pl., Van Guilder Ave. etc. - Surface improvements - Curbings - Manholes - Research - Taking Maps etc. 3 prints	5,300.00

Thank you for your business!

TERMS		
	Total	$5,300.00
Due upon receipt	**Balance Due**	$5,300.00

Aristotle Bournazos P.C.
20 Cedar St.
New Rochelle, NY 10801
Tel (914) 633-0100 Fax (914) 633-1762
E-mail ABSURV@aol.com

INVOICE

DATE	INVOICE #
2/25/2013	44438

BILL TO	JOB LOCATION
Sound Shore Medical Center of Westchester 16 Guion Place New Rochelle, NY 10802 Att: Clark E. Walter 914-365-4319	50 Guion Place New Rochelle, NY

DATE OF WORK	Title #	PROJECT #
2/22/2013		C90-335

SURVEY TYPE	DESCRIPTION	AMOUNT
Title	Update - Fannie Mae ALTA Survey 4 prints pick up pm 2/25	2,900.00

Thank you for your business!

TERMS		
	Total	$2,900.00
Due upon receipt	**Balance Due**	$2,900.00

Aristotle Bournazos P.C.
20 Cedar St.
New Rochelle, NY 10801
Tel (914) 633-0100 Fax (914) 633-1762
E-mail ABSURV@aol.com

INVOICE

DATE	INVOICE #
2/25/2013	44437

BILL TO	JOB LOCATION
Sound Shore Medical Center of Westchester 16 Guion Place New Rochelle, NY 10802 Att: Clark E. Walter 914-365-4319	80 Guion Place New Rochelle, NY

DATE OF WORK	Title #	PROJECT #
2/20/2013		C98-247 B

SURVEY TYPE	DESCRIPTION	AMOUNT
Title	Update - Fannie Mae - ALTA SURVEY New CAD Format Survey 4 prints pick up 2/25/13 pm	3,400.00

Thank you for your business!	TERMS	**Total**	$3,400.00
	Due upon receipt	**Balance Due**	$3,400.00

13-22840-rdd Doc 1135-4 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 2) Pg 14 of 39

ARISTOTLE BOURNAZOS, P.C.
Land Surveyors - Planners
20 Cedar Street
New Rochelle, NY 10801

UNITED STATES POSTAGE PITNEY BOWES
02 1P $ 000.46⁰
0003943224 DEC 27 2013
MAILED FROM ZIP CODE 10801

Sound Shore Medical Center of Westchester et al
c/o G C G, Inc.
P. O. Box 9982
Dublin, OH 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
BARCLAY WATER MANAGEMENT, INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC
JAN 28 2014

Name and Addresses Where Notices Should be Sent:
BARCLAY WATER MANAGEMENT, INC
55 CHAPEL STREET
NEWTON, MA 02458

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known) _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
2389

1. BASIS FOR CLAIM:
☑ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. §1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 4/18/12, 6/29/12, 8/15/12, 9/12/12, 1/14/13, 2/19/13, 3/4/13, 4/12/13, 5/12/13

3. DESCRIPTION OF CLAIM (IF KNOWN):
WATER TREATMENT CHEMICAL + SERVICE

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 7,768.45 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.

☐ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: JOSEPH T. BERNS
Title: VP FINANCE
Company: _____
Address and telephone number (if different from notice address above):
_____
_____
_____
Telephone number: 617-926-3400

Joseph T Berns (Signature) 1/22/14 (Date)

email: finance@barclaywater.com

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn. Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01251
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

9014491-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

10/18/2011

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV21466	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

$1139.63
− 1348.59 less previous payment
(208.96) credit due

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	1,139.63

INVOICE

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship, under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

9018000-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

8/15/2012

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ATTN: JAMES MATTA
MOUNT VERNON, NY 10550

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV22998	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	1,139.63

INVOICE

ISO 9001 Certified

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

9018876-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

9/12/2012

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ATTN: JAMES MATTA
MOUNT VERNON, NY 10550

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV22998	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	1,139.63

INVOICE

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

9021641-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

1/14/2013

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ATTN: JAMES MATTA
MOUNT VERNON, NY 10550

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV22998	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	1,139.63

INVOICE

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

9022261-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

2/19/2013

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ATTN: JAMES MATTA
MOUNT VERNON, NY 10550

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV22998	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	1,139.63

INVOICE

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

9022502-IN 1

BARCLAY
WATER MANAGEMENT, INC.

3/11/2013

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ATTN: JAMES MATTA
MOUNT VERNON, NY 10550

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV22998	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	1,139.63

INVOICE

ISO 9001 Certified

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

9023282-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

4/12/2013

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ATTN: JAMES MATTA
MOUNT VERNON, NY 10550

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV22998	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	**1,139.63**

INVOICE

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

9023689-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

5/17/2013

SOLD TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ACCOUNTS PAYABLE
MOUNT VERNON, NY 10550

SHIP TO
THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
ATTN: JAMES MATTA
MOUNT VERNON, NY 10550

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002389	1080	MV22998	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			MO. WATER TREATMENT AGREEMENT	1,125.00		1,125.00
1.00			FUEL SURCHARGE (NONTAXABLE)	14.63		14.63

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	1,139.63
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	1,139.63

INVOICE

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

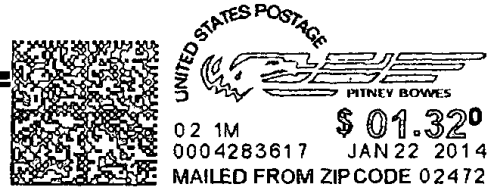
20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

13-22840-rdd Doc 1135-4 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 2) Pg 32 of 39

Barclay Water Management, Inc.
55 Chapel Street
Newton, MA 02458

FIRST CLASS MAIL



Sound Shore Medical of Westchester, et all FCG
P.O. Box 9982
Dublin, OHIO 43017-5982

IMPORTANT
DO NOT FOLD

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
BARCLAY WATER MANAGEMENT, INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 28 2014

Name and Addresses Where Notices Should be Sent:
BARCLAY WATER MGMT. INC
55 CHAPEL STREET
NEWTON, MA 02458

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known). _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
2736

1. BASIS FOR CLAIM:
☑ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): FEBRUARY 19, 2013

3. DESCRIPTION OF CLAIM (IF KNOWN):
WATER TREATMENT CHEMICALS + SERVICE

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 4992.08 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: JOSEPH J BERNS
Title: VP FINANCE
Company: BARCLAY WATER MANAGEMENT
Address and telephone number (if different from notice address above):

Joseph J Berns (Signature) 1/22/14 (Date)

Telephone number: 617-926-3400 email: Finance@barclaywater.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01252
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

9022164-IN 1

BARCLAY
WATER MANAGEMENT, INC.

55 CHAPEL STREET, NEWTON, MA 02458
TEL: 617.926.3400 FAX: 617.924.5467
www.barclaywater.com ♦ ISO 9001 Certified

2/19/2013

SOLD TO
SOUND SHORE MEDICAL CENTER
OF WESTCHESTER
16 GUION PLACE
TOM IRVING-ENG DEPT
NEW ROCHELLE, NY 10801

SHIP TO
SOUND SHORE MEDICAL CENTER
OF WESTCHESTER
16 GUION PLACE
ATTN: FRANK GUIDA/ENGINEERING
NEW ROCHELLE, NY 10801

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO.	SHIP VIA
		0002736	1080	NR156225	

QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NO/DESCRIPTION	UNIT PRICE	DISC	NET PRICE
1.00			QTLY WATER TREATMENT AGREEMENT	5,378.63		5,378.63
1.00			FUEL SURCHARGE (NONTAXABLE)	48.41		48.41

$5427.04
− 434.96 less previous credit
$4,992.08

Past Due invoices will be assessed a service charge of 1½% per month (18% per annum).

TERMS NET 30 DAYS

SALES AMOUNT	5,427.04
FREIGHT	0.00
SALES TAX	0.00
TOTAL US DOLLARS	5,427.04

INVOICE

ISO 9001 Certified

BARCLAY WATER MANAGEMENT, INC.
TERMS AND CONDITIONS

1. **AGREEMENT.** The contract of sale resulting from Barclay's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Barclay and Purchaser. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Barclay's conditions of sale, are objected to and are excluded unless Barclay expressly agrees in writing to such terms. Execution of such forms by Barclay to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's Terms. Acceptance of the goods shipped shall constitute assent to Barclay's conditions of sale. This Contract shall be binding upon Purchaser and Barclay, and on their successors and assigns.

2. **PROPOSAL OR QUOTATION.** A proposal shall not become binding upon Barclay until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer, only a written confirmation thereof incorporating Barclay's terms and conditions shall constitute an offer.

3. **CREDIT.** Credit terms of payment must have the approval of Barclay's Credit Department. If Purchaser's credit is found by Barclay to be unsatisfactory, Barclay may rescind or terminate this Contract. If at any time, Purchaser's financial responsibility becomes impaired or unsatisfactory to Barclay, Barclay reserves the right to stop shipment on notification to Purchaser, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Barclay and in the absence thereof, to cancel the unfilled portion of the Contract. Barclay will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible.

4. **PAYMENT.** Specific terms of payment for this order shall be Net 30 days. Purchaser agrees to make payment to Barclay's location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due to Barclay in accordance with the agreed terms of payment in this Contract without reference to Purchaser's agreement with or payments by the owner and with no right of retention.

5. **INTEREST & COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Barclay, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Barclay created by this Contract.

6. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Barclay an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

7. **MATERIAL SAFETY DATA SHEET.** Barclay will provide Purchaser with a material safety data sheet with information concerning the material and precautions to be taken in the material's storage and handling. Purchaser shall be responsible for knowing all such information and precautions disclosed in the material safety data sheet, and for conveying such information to persons who may be exposed to the material.

8. **FORCE MAJEURE.** Barclay shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Barclay shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Barclay's reasonable control.

9. **CANCELLATION.** If Purchaser desires to cancel or change any portion of this Contract, he must make such request in writing to Barclay. Barclay may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Barclay for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Barclay must take delivery, unless otherwise agreed by Barclay in writing. All such materials must be removed from Barclay's premises within 30 days after payment and payment will be due at time of notice. Barclay also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Barclay's shipping schedule and acknowledged by Barclay.

10. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Barclay's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.

11. **DELAYS.** All orders are accepted subject to Barclay's ability to make delivery at the time and in the quantities specified, and Barclay shall not be liable for damages, for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Barclay because of Purchaser's delay in furnishing requested information to Barclay, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

12. **SHIPMENT.** Barclay will select method of shipment and routing when transportation charges are for account of Barclay. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment.

13. **TITLE.** Title to products transfers upon delivery to Purchaser at the F.O.B. point of delivery which will be clearly set forth in the shipment terms of this Contract. On receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Barclay against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

14. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the F.O.B. terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.

15. **CLAIMS.** Notice of Claims against Barclay hereunder for any reason, must be made to Barclay in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Barclay shall constitute a waiver by Purchaser of any right later to assert such a claim.

16. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Barclay's prior written consent. Barclay will assess charges for freight both ways and any costs necessary to restore such goods to the Barclay Warehouse inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Barclay.

17. **PATENTS.** Barclay agrees to defend, and to protect Purchaser against loss or damage arising out of any legal actions for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Barclay is notified promptly of any such action with complete information and is given an opportunity to defend.

18. **WARRANTY; LIMITATION OF LIABILITY.** Barclay warrants title to each individual product sold under this Contract and further warrants for a period of one (1) year after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Barclay's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Barclay: delivering to Purchaser a replacement for any product or part thereof determined by Barclay to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. BARCLAY MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH BARCLAY'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Barclay promptly and within the warranty period of any claim under this warranty. Barclay's warranty extends only to the first purchaser of a product from Barclay or Barclay's authorized distributor. All goods not manufactured by Barclay are warranted only to the extent of the warranties of the original manufacturer. Barclay disclaims any liability arising from tort, including strict liability, and Barclay further disclaims any liability (whether arising under this or any other provision of this Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of good will or any other general, special incidental or consequential damages incurred by Purchaser in connection with this Contract or any product purchased thereunder.

19. **LAW.** This order shall be governed by and shall be construed by the law of the State of Massachusetts.

20. **GOVERNMENTAL REGULATIONS.** Barclay warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive Order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplies, and/or articles covered thereby conform with all requirements.

21. **EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.** Barclay adheres to the Equal Opportunity Clause of 41 CFR 60-1.4.

Barclay Water Management, Inc.
55 Chapel Street
Newton, MA 02458

FIRST CLASS MAIL





IMPORTANT
DO NOT FOLD

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Richard P. Barone MD

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 31 2014

Name and Addresses Where Notices Should be Sent:
39 Holbrooke Rd
White Plains, N.Y.
10605

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 1/1/2014 (11/6/13 & 1/1/14) (End)

3. DESCRIPTION OF CLAIM (IF KNOWN):
SSMCW WAS TO PAY TAIL of MALPRACTICE CLAIMS MADE Policy At STOPPAGE of POLICY ACCORDING TO MY CONTRACT

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 50,000.00 (Total)

5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this *proof of claim.*

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Richard P. Barone
Title: MD
Company: Sound Shore Medical Ctr Westchester
Address and telephone number (if different from notice address above).
16 Guion Place
New Rochelle, N.Y. 10801
Telephone number: 914-365-3842

Richard P. Barone MD (Signature) 1/29/14 (Date)

email: rbaro rbar1@aol.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

13-22840-rdd Doc 1135-4 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 2) Pg 38 of 39

RICHARD P. BARONE MD
30 HOLBROOKE RD
WHITE PLAINS N.Y.
10605-4018

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et. al.
C.O. GCG 5151 BLAZER PARKWAY
SUITE A.
DUBLIN, OH, 43017

28
Claims
Entered 06/29/15 14:27:20
Filed 06/29/15 (Part 2) Pg 39 of 39
fedex.com 1.800.GoFedEx 1.800.463.3339
Doc 1135-4

FedEx. US Airbill
Express

FedEx Tracking Number 8753 6886 8713

Form ID No. 0215

Recipient's Copy

RECIPIENT: PEEL HERE

1 From This portion can be removed for Recipient's records.

Date 1/30/14 FedEx Tracking Number 875368868713

Sender's Name Phone 914 235-3065

Company RHEUMATOLOLGY ASSOC SWC PC

Address 421 HUGUENOT ST STE 44 Dept/Floor/Suite/Room

City NEW ROCHELLE State NY ZIP 10801-7021

2 Your Internal Billing Reference

3 To

Recipient's Name Sound Shore medical Center Phone

Company of Westchester, ET. AL,

Address C/O GCG

We cannot deliver to P.O. boxes or P.O. ZIP codes.

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Address 5151 Blazer Parkway ste A

Use this line for the HOLD location address or for continuation of your shipping address.

City Dublin OH State ZIP 43017

0434716522

4a Express Package Service * To most locations. Packages up to 150 lbs.

- [X] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available
- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations.*
- [ ] FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. Packages over 150 lbs.

- [ ] FedEx 1Day Freight — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No.
- [ ] FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

- [X] FedEx Envelope*
- [ ] FedEx Pak* — Includes FedEx Small Pak and FedEx Large Pak.
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling and Delivery Signature Options

- [ ] SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- [ ] No Signature Required — Package may be left without obtaining a signature for delivery.
- [ ] Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
- [ ] Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods? One box must be checked.

- [ ] No
- [ ] Yes — As per attached Shipper's Declaration.
- [ ] Yes — Shipper's Declaration not required.
- [ ] Dry Ice — Dry ice, 9, UN 1845 x kg
- [ ] Cargo Aircraft Only

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below. Obtain recip Acct. No. [ ]

- [X] Sender — Acct. No. in Section 1 will be billed.
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

Total Packages Total Weight lbs Credit Card Auth.

†Our liability is limited to $100 unless you declare a higher value. See the current FedEx Service Guide for details.

605

Rev. Date 2/10 • Part #158279 • ©1994–2010 FedEx • PRINTED IN U.S.A. SRS

fedex.com 1.800.GoFedEx 1.800.463.3339

FedEx
TRK# 0215 8753 6886 8713

FRI - 31 JAN 10:30A
PRIORITY OVERNIGHT

43017
OH-US
LCK

XX OSUA

FID 264686 30JAN14 HPNA 51AC1/D6EC/65DD

RT 219 4 A
ST 15
8713

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ Sound Shore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
DONNA BELLIZZI

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 22 2014

Name and Addresses Where Notices Should be Sent:
82 RAINBOW CREST
HOPEWELL JCT, NY 12533

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other(Specify): Continuing Education

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN):
approved continuing Education submitted June 2013 - Never reimbursed

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ ~~1776.50~~ 1668.44
(Total)

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DONNA BELLIZZI
Title: NURSE PRACTITIONER
Company: _____
Address and telephone number (if different from notice address above):

Donna Bellizzi (Signature) 1/15/14 (Date)

Telephone number: 845 797-7138 email: donnabell@optonline.net

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01202
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Payment To	Invoice Details
National Association of Orthopaedic Nurses (NAON) Registration 8292 Solutions Center Chicago, IL 60677	Invoice Number: 7614 Invoice Date: Mar 06, 2013 Order Id: 13626069705335 Order Key: xmryavue

Invoice

Event Name : 2013 NAON Congress
Registration id : 1415

Item(s)	Qty	Price	Disc	Total
Event Registration : Donna Bellizzi - ONC Member Registration [Early Registration] May 18-21, 2013 Sound Shore Medical Center donnabell@optonline.net 845 896-6244	1	525.00	0.00	525.00
			Total Amount Due	525.00
			Payments/Credits	525.00
			Balance Due	**0.00**
			Amount payable in US Dollar(s)	

Payment Details

Payment Date: Mar 06, 2013
Payment Method: Credit Card
Payment By: Donna Bellizzi
Transaction Ref: VLFF8CE9FB78

NAON National Office · 330 N. Wabash Avenue, Suite 2000 · Chicago, IL 60611
Phone. 800.289.NAON (6266) · Fax 312.673.6941 · naon@orthonurse.org
© Copyright NAON 2012. All rights reserved.

Record Locator **CGUVVO**

Itinerary

Carrier	Flight #	Departing	Arriving	Fare Code
American	717	NEW YORK LGA FRI 17MAY 8:35 AM	DALLAS FT WORTH FRI 17MAY 11:35 AM	O
Donna Bellizzi	Seat 28E	Economy		Food For Purchase
Michael Bellizzi	Seat 28D	Economy	FF#: 814A4C6	Food For Purchase
American	2271	DALLAS FT WORTH FRI 17MAY 1:10 PM	SAN ANTONIO FRI 17MAY 2:15 PM	O
Donna Bellizzi	Seat 30E	Economy		
Michael Bellizzi	Seat 30D	Economy	FF#: 814A4C6	

Receipt

Passenger	Ticket #	Fare-USD	Taxes and Carrier-Imposed Fees	Ticket Total
Donna Bellizzi	0012376512704	129.30	31.50	160.80
Michael Bellizzi	0012376512705	129.30	31.50	160.80
American Express XXXXXXXXXXX1007				**$ 321.60**

Baggage Information

Baggage charges for your itinerary will be governed by American Airlines
BAG ALLOWANCE -LGASAT-No free checked bags/ American Airlines
1STCHECKED BAG FEE-LGASAT-USD25.00/ American Airlines /UP TO 50 LB/23 KG
AND UP TO 62 LINEAR IN/158 LINEAR CM
2NDCHECKED BAG FEE-LGASAT-USD35.00/ American Airlines /UP TO 50 LB/23 KG
AND UP TO 62 LINEAR IN/158 LINEAR CM
ADDITIONAL ALLOWANCES AND/OR DISCOUNTS MAY APPLY

You have purchased a NON-REFUNDABLE fare. The itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has no value. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

Electronic tickets are NOT TRANSFERABLE. Tickets with nonrestrictive fares are valid for one year from original date of issue. If you have questions regarding our refund policy, please visit www.aa.com/refunds.

To change your reservation, please call 1-800-433-7300 and refer to your record locator.

Check-in times will vary by departure location. In order to determine the time you need to check-in at the airport, please visit www.aa.com/airportexpectations.

AA CARRY-ON BAGGAGE

American Airlines does not impose Carry-On bag fees however, restrictions do apply. To view carry-on baggage restrictions for American

Marriott.
SAN ANTONIO RIVERCENTER

GUEST FOLIO

101 Bowie Street, San Antonio, TX 78205 • 210.223.1000 • Marriott.com/SATRC

Room	Name	Rate	Depart	Time		
1756	BELLIZZI/DONNA	189.00	05/21/13	12:00	2210	13581
					ACCT#	GROUP
GK	NAON		05/17/13	14:54		
Type			Arrive	Time		

169

Room Clerk | Address | Payment | MRW#: XXXXX1915

DATE	REFERENCE		CHARGES	CREDITS	BALANCE DUE
05/17	ROOM	1756, 1	189.00		
05/17	STATE TX	1756, 1	11.34		
05/17	COUNTYTX	1756, 1	3.31		
05/17	CITY TAX	1756, 1	17.01		
05/18	ROOM	1756, 1	189.00		
05/18	STATE TX	1756, 1	11.34		
05/18	COUNTYTX	1756, 1	3.31		
05/18	CITY TAX	1756, 1	17.01		
05/19	ROOM	1756, 1	189.00		
05/19	STATE TX	1756, 1	11.34		
05/19	COUNTYTX	1756, 1	3.31		
05/19	CITY TAX	1756, 1	17.01		
05/20	SAZOS	99541756	49.14		
05/20	ROOM	1756, 1	189.00		
05/20	STATE TX	1756, 1	11.34		
05/20	COUNTYTX	1756, 1	3.31		
05/20	CITY TAX	1756, 1	17.01		
05/21	AX CARD			$931.78	

meal

TO BE SETTLED TO: AMERICAN EXPRESS CURRENT BALANCE .00

THANK YOU FOR CHOOSING THE RIVERCENTER MARRIOTT !!
TO EXPEDITE YOUR CHECK-OUT, PLEASE CALL THE FRONT DESK, OR
PRESS "MENU" ON YOUR TV REMOTE TO ACCESS VIDEO CHECK-OUT..

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO:
MBELL99@OPTONLINE.NET
SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement for updated activity.

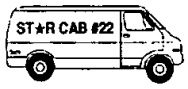
This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amount shown in the credits column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after checkout, you will owe us interest from the checkout date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X_____

Contains 30% post consumer fibers

To secure your next stay, go to Marriott.com

ST★R CAB COMPANY



DATE	FARE
5/17/13	$ 27.50

FROM	TO
San Antonio Airport	Marriott Riverwalk

Jorge Gallardo
Ph # (210) 279-5483
Owner Operator

Travel out of Town — Available 24 Hours

San Antonio Yellow Cab
9600 IH35 North
San Antonio. TX 78233
210-222-2222

Cab# 00587
Driver# 5685
Trip# 6246894
Name: Kay
From: 109 N San Saba
San Antonio
21-May-13 13:46
To: Airport
21-May-13 13:58
Card #: ?1007
Card Type: AMEX
Status: Approved
Transaction #: 420487343
Authorization : 592990
Captured On: 21-May-13 14:59:35
Captured: $31.42
Fare $31.42
****

*** Customer Copy ***
21-May-13 13:59

NAON Foundation Event

MAY 17 FRI 2013 from 6:00 PM - 8:30 PM

Donna Bellizzi
donnabell@optonline.net

The Alamo
300 Alamo Plaza
San Antonio, TX 78205

- Event Host
  Melinda Mock (President/CEO)
  770-475-9454
  melmock@bellsouth.net

Payment Status
PayPal - PAID

Event fee: $50.00
Payment Total: $100.00

EU8RJZW7M

Additional Information

Items Purchased
1 Donna Bellizzi - Event fee @ $50.00
1 Michael Bellizzi - Event fee @ $50.00

EU8RJZW7M

Iron Cactus Mexican Grill
& Margarita Bar
200 Riverwalk Ste 100
San Antonio, TX

Server: Antonio	05/18/2013
Table 116/1	11:07 PM
Guests: 6	50049
Elder Margarita	9.50
Combo Fajitas for 1	15.48
Chicken Fajita	
Steak Fajita	
Charro Beans	
Flour Tort	
Pinot Evil PinoGrigio Gls	6.50
Pollo Flameado	13.99
Subtotal	45.48
Tax	2.40
Total	47.88
Balance Due	**47.88**

Phone (210) 224-9835
Fax (210) 224-9238
www.IronCactus.com

Paesanos Ristorante
****Guest's Check*****
111 W. Crockett Street
San Antonio, TX 78205
210-227-2782

Server: Herman	05/19/2013
Table 104/1	7:35 PM
Guests: 2	40036
Order Type: Order	
GLS Danzante	8.00
Gls Terra D'Oro Moscato	10.00
Tuna	25.95
Penne	17.90
Add Sausage	
4 Items	
Subtotal	61.85
Tax	3.62
Total	65.47
Balance Due	**65.47**
FOOD:	43.85
WINE:	18.00

Serving San Antonio and South
Texas for Over 30 Years!
Paesanos Appreciates Your
Patronage and Participation
in Our Tradition.
www.joesfood.com

Chart House Tower of the Americas
601 Tower of the Americas
San Antonio, TX 78205
(210) 223-3101

yla	05/20/
1	9:0
	8
3	
aurant (Up)	
West	1
Souffle	1
	1
ncia	
Halibut	3
1 w/ Salmon	3
	12
rogram	-1
MIR IBRAHIM 905	
otal	11
	12
e	$ 12

Book your next event with us
Contact our Banquet Coordinator
210-223-3101

HMS HOST
ROSARIO'S MEXICAN CANTINA
SAN ANTONIO INT'L AIRPORT

4516 JENNIFER

151/1 3598 GST 2
MAY21'13 14:26

**** SEAT 1 ****
1 14oz SODA BAR 2.69
FIRST ROUND
COKE DIET
1 MEXICAN SANGRIA 11.49
1 CALLEJEROS CHIX 10.29
1 ROSARIO FISH FIL 12.99
SUBTOTAL 37.46
TAX 2.14 AMOUNT 39.60
******** ********

SUBTOTAL 37.46
TAX 2.14
AMOUNT $39.60

THANK YOU
COMMENTS AND CONCERNS, CONTACT
CHELSEA FRANKLIN 210.826.6600
chelsea.franklin@hmshost.com

HMSHost
Making The Travelers Day Be

HMSHost Store Code = 5925N

Find Us On Facebook
www.facebook.com/Hmshost

Sound Shore
MEDICAL CENTER OF WESTCHESTER

Copy Submitted 6/2/13

Expense Report

Employee Donna Bellizzi

Purpose of Trip Continuing Education

Department Orthopedic Surgery

EX:

Dates Period Covered To: 5/1 From: -5/2/13	Sunday 5/19	Monday 5/20	Tuesday 5/21	Wednesday	Thursday	Friday 5/17	Saturday 5/18	Totals
*Plane Fare or *Air Fare								
*Auto rental or Auto mileage								
*Room Rental	220.66	220.66				220.66	220.66	
Meals (Including Tips)	25	25				25	25	100
*Bus, Taxi, Etc.			31.42			27.50		
**Other Miscellaneous Expenditures								
Totals								

**Detail Other Miscellaneous Expenses

Date	Amount		Detail Explanation
5/18-21	525	00	NAON 33rd Annual Congress (Continuing Ed)

Note: * Attach All Receipts
**List of Miscellaneous Expenditures
Auto Mileage = .20 cents per mile & Meals Can not exceed $30.00 per day

For Accounting Dept. ONLY	
Cash Advance	$
Total Expenses	$
Amt. Due Hospital	$
Amt. Due Employee	$

Account Distribution:

Account #	Amount	

Employee Instructions:

1. Expense Report must be submitted no later than FIVE days after trip.
2. All monies due to the hospital are to accompany this report.
3. Report must be submitted to your Department Head for approval.
4. All item with a single asterisk(*) must be accompanied with receipts.

1 Donna Bellizzi
Employee Signature

2
Department Head Approval

3
Administrative Approval

4
Audited By

Sound Shore

MEDICAL CENTER OF WESTCHESTER

REQUEST FOR TRAVEL

Please Print or Type

Date 6/12/13

Name of Traveler: DONNA BELLIZZI EX:

Purpose: (Attach Flyer) National Association of Orthopedic Nurses 33rd Annual Congress

Date of Departure: 5/17 2013 Destination: San Antonio, TX

Date of Return: 5/21 2013

Mode of Transportation: AIR

Charge Travel Expense To:

Hospital Account #:

Funds Available: _____ YES

_____ NO

Please designate a beneficiary(ies) for travel insurance coverage in effect for this trip:

Beneficiary(ies)

Relationship:

Expense Estimates:

Transportation: $ 160.80

Hotel/Motel Room: $ 882.64

Meals: $ 100.00

Bus, Taxi, Ect.: $ 58.92

Conference Registration: $ 525.00

Miscellaneous Expenses:

1.

2.

3.

TOTAL ESTIMATED EXPENSES: $

Approvals

Donna Bellizzi
Signature of Traveler

Signature of Department Head

Signature of Assistant Administrator

Signature Director of Financial Operations

Complete Below If Advance Check(s) is Required:

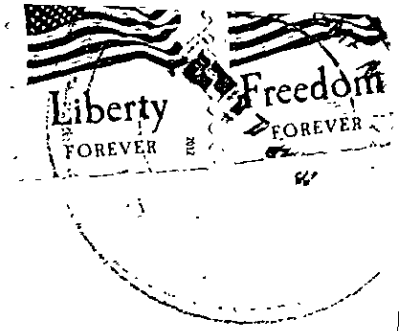
Check Payable to: Amount: $

Check Payable to: Amount: $

Check Payable to: Amount: $

13-22840-rdd Doc 1135-5 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 3) Pg 9 of 43

Donna & Michael Bellizzi
82 Rainbow Crest
Hopewell Junction, NY 12533



Sound Shore of Westchester, et al
C/O OCG, Inc.
PO Box 9982
Dublin, Ohio 43017-5982

43017E5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
DONNA BELLIZZI

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP INC
JAN 22 2014

Name and Addresses Where Notices Should be Sent.
82 RAINBOW CREST
HOPEWELL JCT NY 12533

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other(Specify): Continuing Education

2. DATE DEBT WAS INCURRED (IF KNOWN): Submitted July 2012

3. DESCRIPTION OF CLAIM (IF KNOWN):
Continuing Education in Specialty of ORTHOPAEDICS. Approved for reimbursement prior Never received payment

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ ~~1462.00~~ 2115.00 (Total)

5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof In filing this claim, claimant has deducted all amounts that claimant owes to debtor

6 SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests Do not send original documents If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DONNA BELLIZZI
Title NURSE PRACTITIONER
Company: _____
Address and telephone number (if different from notice address above):

Donna Bellizzi (Signature) 1/15/14 (Date)

Telephone number: 845 797-7138 email: donnabell@optonline.net

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn. Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01204
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Sound Shore

MEDICAL CENTER OF WESTCHESTER

REQUEST FOR TRAVEL

Please Print or Type

Date 7-2-12

Name of Traveler: Donna Bellizzi EX:

Purpose: (Attach Flyer) National Association of Orthopedic Nurses 32nd Annual Congress

Date of Departure: 5/18 2012 Destination: New Orleans, LA

Date of Return: 5/22 2012

Mode of Transportation: AIR

Charge Travel Expense To:

Hospital Account #:

Funds Available: _____ YES

_____ NO

Please designate a beneficiary(ies) for travel insurance coverage in effect for this trip:

Beneficiary(ies)

Relationship:

Expense Estimates:

Transportation: $ 551.00

Hotel/Motel Room: $ 756.00

Meals: $ 125.00

Bus, Taxi, Ect.: $ 30.00

Conference Registration: $ 653.00

Miscellaneous Expenses:

1.

2.

3.

TOTAL ESTIMATED EXPENSES: $ 2115.00

Approvals:

Donna Bellizzi
Signature of Traveler

Signature of Department Head

Signature of Assistant Administrator

Signature Director of Financial Operations

Complete Below If Advance Check(s) is Required:

Check Payable to: Amount: $

Check Payable to: Amount: $

Check Payable to: Amount: $

Sound Shore
MEDICAL CENTER OF WESTCHESTER

Submitted 7/2

Expense Report

Employee: Donna Bellizzi
Purpose of Trip: Continuing Education
Department: Orthopedic Surgery
EX:

Dates Period Covered To: 5/22/12 From: 5/18	Sunday 5/20	Monday 5/21	Tuesday 5/22	Wednesday	Thursday	Friday 5/18	Saturday 5/19	Totals
*Plane Fare or *Air Fare								551
*Auto rental or Auto mileage								
*Room Rental	189	189				189	189	756
Meals (Including Tips)	25	25	25			25	25	125
*Bus, Taxi, Etc.			15			15		30
**Other Miscellaneous Expenditures								
Totals								1462.

**Detail Other Miscellaneous Expenses

Date	Amount		Detail Explanation
5/18-22	653	00	NAON 32nd Annual Congress (Continuing Ed)

Note: * Attach All Receipts
**List of Miscellaneous Expenditures
Auto Mileage = .20 cents per mile & Meals Can not exceed $30.00 per day

For Accounting Dept. ONLY	
Cash Advance	$
Total Expenses	$
Amt.Due Hospital	$
Amt.Due Employee	$

ccount Distribution:

Account #	Amount	

Employee Instructions:

1. Expense Report must be submitted no later than FIVE days after trip.
2. All monies due to the hospital are to accompany this report.
3. Report must be submitted to your Department Head for approval.
4. All item with a single asterisk(*) must be accompanied with receipts.

1 Donna Bellizzi
Employee Signature

2
Department Head Approval

3
Administrative Approval

4
Audited By

jetBlue

Tada! Your trip is booked. Thanks DONNA.

You have 16,600 TrueBlue points

You should receive your itinerary by email shortly, but you should print this out just in case.

Confirmation #LSQJTD

Status: **Confirmed**

Book Date: **Saturday, February 25 2012**



Scan this barcode to check in at any JetBlue check-in kiosk.

Your itinerary

Travelers

Travelers on this flight: DONNA BELLIZZI, and Michael James Bellizzi

Primary contact: DONNA BELLIZZI 82 RAINBOW CREST HOPEWELL JCT, NY 12533

Flights

Date	Departs/ Arrives	Route	Flight	Travelers	Seats
Fri May 18	06:45 a.m. 08:54 a.m.	**New York City, NY (JFK) to New Orleans, LA (MSY)**	117	DONNA BELLIZZI TB# 2060661961	16E
				Michael James Bellizzi TB# 2061796104	16D
Tue May 22	06:10 p.m. 10:17 p.m.	**New Orleans, LA (MSY) to New York City, NY (JFK)**	120	DONNA BELLIZZI TB# 2060661961	12B
				Michael James Bellizzi TB# 2061796104	12C

Airfare total

Fare: (details)	$551.00 x 2 = $1102.00	551
Taxes & Fees: (details)	$43.20	21.60
Total:	$1,145.20	572.60

Payment

Form of payment		Amount paid
American Express	X1007	$1,145.20
Paid today:		**$1,145.20**

Need a car? We offer the JetBlue discount

Hertz

- Save 5% or more on all rentals
- No payments till car pick up
- No change/cancel fees

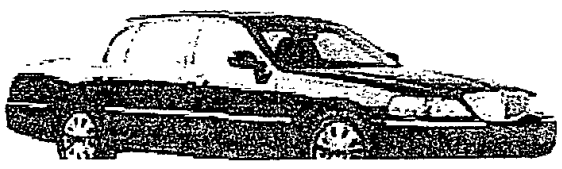
Call 888-555-2585 or log onto jetblue.com/cars. Use CDP# 170689 to receive the JetBlue discount.

Need a hotel? Low price guarantee

- Price match guarantee
- Nearly 1,000,000 unbiased guest reviews
- No change/cancel fees

Call 888-555-8989 to let us help you book your hotel or log onto jetblue.com/hotels.

LimoRes



Rates start at $49

Jet in style. Ride in style.

For a few bucks more than a taxi, avoid the lines and ride in style. We offer private car service in all JetBlue domestic cities

For questions regarding this folio, please call Marriott Business Services toll-free 1-866-435-7627.

Marriott
NEW ORLEANS

GUEST FOLIO

555 Canal Street, New Orleans, LA 70130 • 504.581.1000 • Marriott.com/MSYLA

Room	Name	Rate	Depart	Time	ACCT#	GROUP
2024	BELLIZZI/DONNA	189.00	05/22/12	12:00	10954	20014
Type			Arrive	Time		
VKR		88	05/18/12	09:35		

160

Room Clerk

Address

Payment

MRW#: XXXXX1915

DATE	REFERENCE		CHARGES	CREDITS	BALANCE DUE
05/18	LOBBYBAR	79562024	73.46		
05/18	ROOM	2024, 1	189.00		
05/18	ST/LCLTX	2024, 1	27.57		
05/19	ROOM	2024, 1	189.00		
05/19	ST/LCLTX	2024, 1	27.57		
05/20	ROOM	2024, 1	189.00		
05/20	ST/LCLTX	2024, 1	27.57		
05/21	LOBBYBAR	86722024	64.16		
05/21	ROOM	2024, 1	189.00		
05/21	ST/LCLTX	2024, 1	27.57		
05/22	AX CARD			$1003.90	

TO BE SETTLED TO: AMERICAN EXPRESS CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT, PLEASE CALL EXTENSION 4706 OR PRESS "MENU" ON YOUR TV REMOTE CONTROL TO ACCESS THE VIDEO CHECK-OUT SYSTEM TO DEPART.

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO:
MBELL99@OPTONLINE.NET
SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement for updated activity.

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amount shown in the credits column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after checkout, you will owe us interest from the checkout date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X_____

Donna Bellizzi

From: <NAON@showcare.com>
To: <donnabell@optonline.net>
Sent: Saturday, February 25, 2012 2:04 PM
Subject: Registration Confirmation

NAON 32nd Annual Congress
Ernest N. Morial Convention Center
New Orleans, Louisiana
May 19 - 22, 2012

DONNA BELLIZZI RN,MS,FNP-BC
SOUND SHORE MEDICAL CENTER
82 RAINBOW CREST
HOPEWELL JUNCTION, New York 12533

This letter confirms your registration for the NAON 32nd Annual Congress to be held May 19 - 22, 2012 at the Ernest N. Morial Convention Center in New Orleans, Louisiana. This letter is your only official conference receipt and should be kept for your records.

You may pick up your badge at the Ernest N. Morial Convention Center during registration hours. All attendees are required to present their confirmation and picture identification when picking up badge and registration materials.

Confirmation Number: 13410669
NAME: DONNA BELLIZZI
Registration Choices and Fees:

PRODUCT (CODE)DESCRIPTION	ITEM COST	QTY	ITEM TOTAL
P001-001 (R1)Full Congress Registration	$505.00	1	$505.00
P022-001 (102)Orthopaedic NP Review	$148.00	1	$148.00
Course			
P031-022 (208)Certification and Patient	$0.00	1	$0.00
Outcomes: An Evolving Research Agenda			
P036-022 (111)"The Healing Power of	$0.00	1	$0.00
Laughter!" Women's Health Humor			
P040-022 (110)Research SIG Presents:	$0.00	1	$0.00
Pain Management and Its Impact on Patient Satisfaction			
P045-022 (206)Initiating Performance	$0.00	1	$0.00
Measurement and the Five Essential Tools			
P052-022 (214)Orthopaedic Spine Surgery	$0.00	1	$0.00
Postoperative Flight Plan			

P058-022 (307)Erectile Dysfunction in $0.00 1 $0.00

Men Undergoing Lumbar Spine Surgeries
P064-022 (313)Just For the Neck of It: $0.00 1 $0.00

Pain vs. Function
P066-022 (315)Safety of Outpatient $0.00 1 $0.00

Anterior Cervical Discectomy and Fusion: Selecting the
P071-022 (320)Do You Want Your Care $0.00 1 $0.00

Under a Microscope? How to Keep the Plaintiff
P082-022 (407)Is Bisphosphonate Usage $0.00 1 $0.00

Associated with Atypical Humeral Diaphyseal Fractures?
P084-022 (301)Comprehensive Care of $0.00 1 $0.00

Warriors Injured in Military Combat
P085-022 (401)Reversing Lateral $0.00 1 $0.00

Violence in the Workplace: Who Will Take Ownership?
P086-022 (408)One Step at a Time $0.00 1 $0.00

Sub Total $653.00

Total Paid $653.00

Total Due $0.00

The information on your name badge will appear as follows:
RN,MS,FNP-BC
DONNA BELLIZZI
SOUND SHORE MEDICAL CENTER
HOPEWELL JUNCTION, NY

In addition, please review the following information:

Address: 82 RAINBOW CREST

Country: United States
Phone: (845) 7977138 ext.
Fax: ()
Email: DONNABELL@OPTONLINE.NET

Registration Changes and Additions:
If you would like to edit your contact information, or add sessions please visit NAON's Attendee Resource Center:
https://www.showreg.net/NAON1205S/confirmation_login.asp

Donna Bellizzi

From: <service@paypal.com>
To: "Donna Bellizzi" <donnabell@optonline.net>
Sent: Monday, May 07, 2012 10:33 PM
Subject: Your payment to National Association of Orthopaedic Nurses (NAON) Foundation

PayPal™

You sent a payment of $150.00 USD to National Association of Orthopaedic Nurses (NAON) Foundation.

May 7, 2012 19:32:57 PDT
Receipt No:2905-3613-8953-9790

Hello Donna Bellizzi,

This charge will appear on your credit card statement as payment to PAYPAL *NATIONALASS.

Merchant information
National Association of Orthopaedic Nurses (NAON) Foundation
melmock@bellsouth.net
http://naonfoundation.org
770-475-9454

Instructions to merchant
None provided

Shipping information

Shipping method
Not specified

Description	Unit price	Qty	Amount
Cooking It Up For The NAON Foundation - Donna Bellizzi	$50.00 USD	1	$50.00 USD
Cooking It Up For The NAON Foundation - Marylou Duffy	$50.00 USD	1	$50.00 USD
Cooking It Up For The NAON Foundation - Sue Taurisano	$50.00 USD	1	$50.00 USD

Subtotal:	$150.00 USD
Insurance:	—
Total:	$150.00 USD

Receipt No: 2905-3613-8953-9790
Please keep this receipt number for future reference. You'll need it if you contact customer service at National Association of Orthopaedic Nurses (NAON) Foundation or PayPal.

Use PayPal next time!

It's the safer, easier way to pay.

No need to type your information.

CAFE DU MONDE
WWW.CAFEDUMONDE.COM
RIVERWALK
504-587-0841

ORDER # 01210

2 SM AU LAIT		4.84
1 BEIGNETS-2 ORDER		4.84
SUBTOTAL	$	9.68
TAX TOTAL	$	0.94
TOTAL	$	10.62
CASH	$	20.00
CHANGE	$	9.38

4.84

STA# 1 STATION 1 MAY.19,2012
#002 AM SHIFT 11:54

THANK YOU !
COME AGAIN.

Manning's New Orleans
New Orleans, LA
www.manningsneworleans.com
30443 DANIEL

20A/1 CHK 6245 GST 1
MAY19'12 9:38PM

4 @ 11.00	
SOPHISTICATE	44.00
1 1/2 CHK	15.00
3 JAMBALAYA @ 16.00	48.00
3 HUBIG @ 5.00	15.00
1 COLA CAKE	6.00
FOOD	84.00
LIQUOR	44.00
TAX	12.48
10:42 TTL DUE	$140.48

Manning's Eat-Drink-Cheer

Free Valet Parking
Available with Purchase
Evenings beginning at 5pm

DAISY DUKES
121 Charters Street
New Orleans, LA 70130
Phone - (504) 561-5171

11031 JULIE

Check: 2398 Guests: 1
3

05/21/2012 09:02AM

Dine In

3	Coffee	7.50
1	Early Bird	3.99
	0 EASY	
	SAUSAGE	
	GRITS	
	BISCUIT	
	NO CONTAINER	
1	Early Bird	3.99
	0 EASY	
	BACON	
	GRITS	
	Wheat Toast	
	NO CONTAINER	
1	Early Bird	2.99
	0 EASY	
	None	
	GRITS	
	BISCUIT	
	NO CONTAINER	

250

Food	10.97
Beverages	7.50
Subtotal :	18.47
Tax	0.99
Total Due :	**$19.46**

$3.99 EARLY BIRD
2 EGGS, MEAT,
HASHBROWNS OR GRITS,
TOAST OR BISCUIT
FROM 5:00AM - 9:00AM EVERYDAY

DNC Travel Hospitality Services
** New Orleans Airport **
MobileD F&B

1049 Elise Williams

CHK 1768 MAY22'12 10:26AM

1 Cinnamon Rolls	3.70
1 Coffee SM	1.85
Subtotal	5.55
Total Tax	0.64
Total Paid.....	6.19
Cash (PRT)	20.25
Change Owed.....	14.06

Starbucks
New Orleans C.C.
Starbucks Store No. 75187

3505 Room

CHK 3733 21MAY'12 3:18PM

1 Classic Cff Cake	3.00
1 Pike Place T	1.65
SUBTOTAL	4.65
TAX	0.42
PAYMENT	5.07
Cash	10.10
CHANGE	5.03

Donna & Michael Bellizzi
82 Rainbow Crest
Hopewell Junction, NY 12533

Sound Shore Medical of Westchester, et al.
c/o GCG, Inc.
PO Box 9982
Dublin, Ohio 43017-5982

UNITED STATES POSTAL SERVICE
U.S. POSTAGE PAID FISHKILL, NY 12524 JAN 15, 14 AMOUNT $0.66 00020345-01
1000 43017

4301738582

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Roberta Bongiorni

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC
JAN 28 2014

Name and Addresses Where Notices Should be Sent.
Roberta Bongiorni
252 Weyman Avenue, PH
New Rochelle, NY 10805
914 235-2919

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): 683
Dated: 9/16/13

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
0117

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other (Specify): Bal. of severance agreement (grandfathered)

2. DATE DEBT WAS INCURRED (IF KNOWN).

3. DESCRIPTION OF CLAIM (IF KNOWN).
Balance of severance agreement (grandfathered).

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 14,976.45 (Total)
Bal. of severance agreement (grandfathered)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Roberta Bongiorni
Title:
Company:
Address and telephone number (if different from notice address above):
Same as above

Roberta Bongiorni (Signature) 1/27/14 (Date)

Telephone number: 914 235-2919 email: LEONAQUEENMEAN@AOL.COM

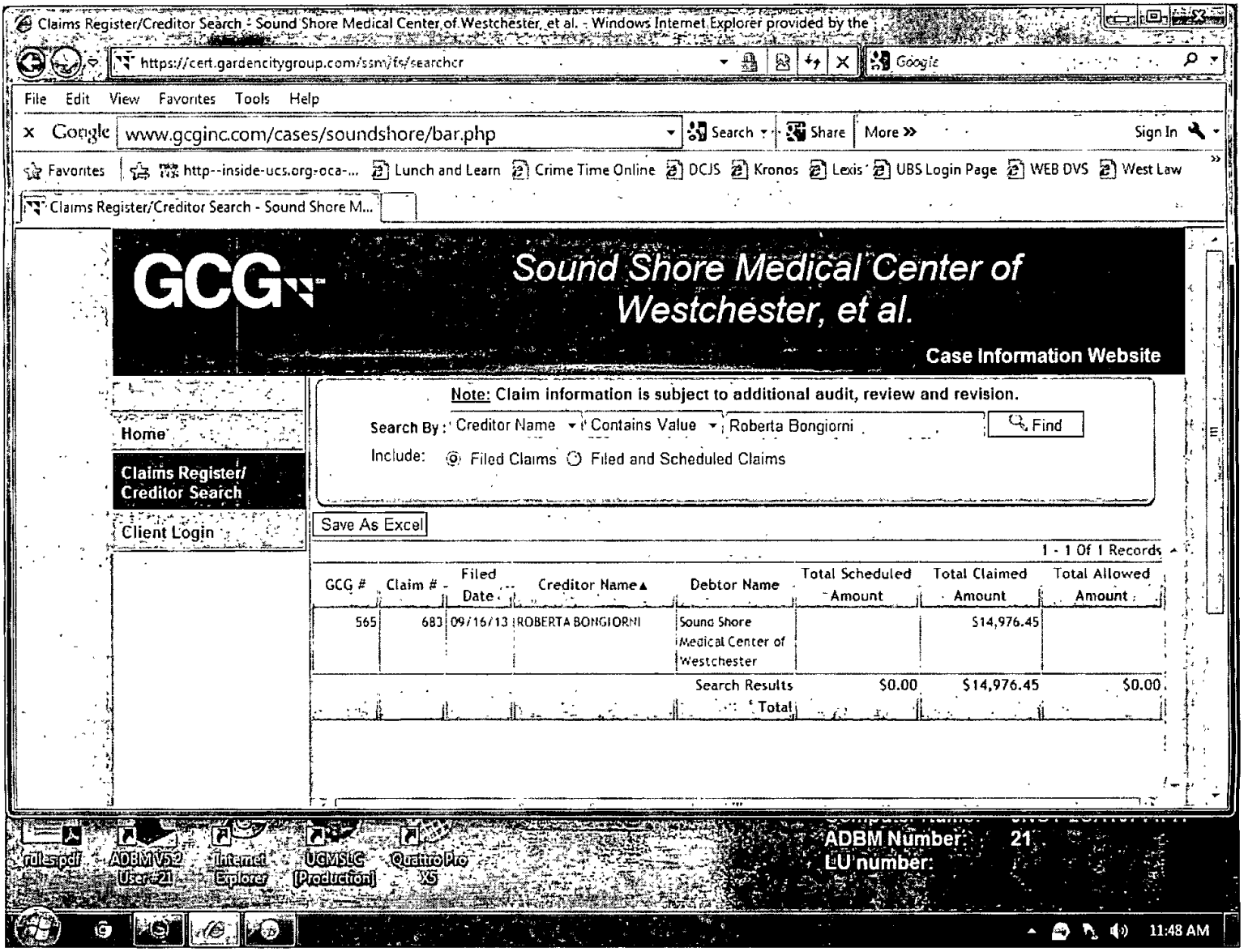
Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

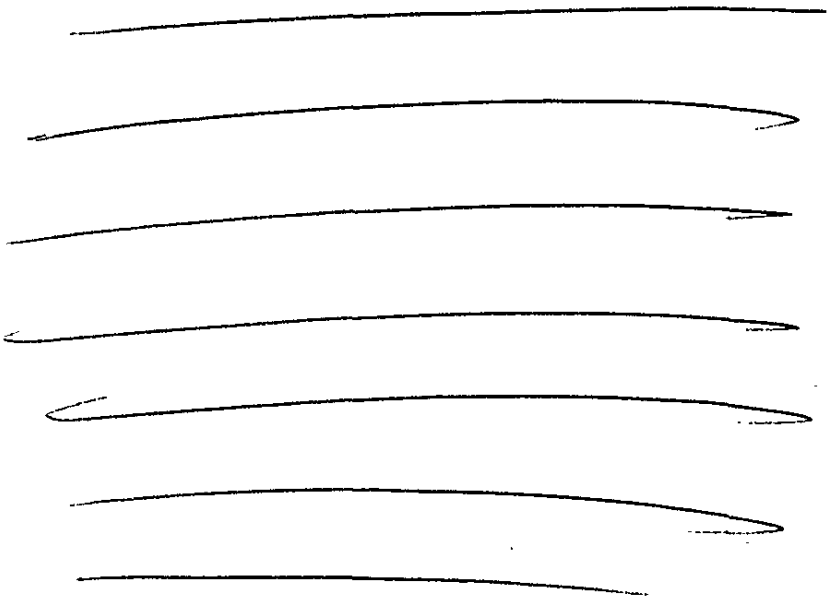
INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01261
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN


Claims Register/Creditor Search - Sound Shore Medical Center of Westchester, et al. - Windows Internet Explorer provided by the
https://cert.gardencitygroup.com/ssm/fe/searchcr
File Edit View Favorites Tools Help
www.gcginc.com/cases/soundshore/bar.php
Search
Share
More
Sign In
Favorites
http--inside-ucs.org-oca-...
Lunch and Learn
Crime Time Online
DCJS
Kronos
Lexis
UBS Login Page
WEB DVS
West Law
Claims Register/Creditor Search - Sound Shore M...
GCG
Sound Shore Medical Center of Westchester, et al.
Case Information Website
Home
Claims Register/ Creditor Search
Client Login
Note: Claim information is subject to additional audit, review and revision.
Search By : Creditor Name Contains Value Roberta Bongiorni
Find
Include: Filed Claims Filed and Scheduled Claims
Save As Excel
1 - 1 Of 1 Records
GCG # | Claim # | Filed Date | Creditor Name | Debtor Name | Total Scheduled Amount | Total Claimed Amount | Total Allowed Amount
565 | 683 | 09/16/13 | ROBERTA BONGIORNI | Sound Shore Medical Center of Westchester | | $14,976.45 |
Search Results Total | $0.00 | $14,976.45 | $0.00
rules.pdf
ADBM V5.2 User: 21
Internet Explorer
UCMS LG [Production]
Quattro Pro X5
ADBM Number: 21
LU number:
11:48 AM



Sound Shore Medical Center of Westchester, et al.
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Schedule package pickup right from your home or office at usps.com/pickup
Print postage online

UNITED STATES POSTAL SERVICE 1007 AMOUNT $19.99 00025765-06

PLEASE PRESS FIRMLY

SS®

Flat Rate Envelope

Visit us at usps.com

EMS

CE

EXTREMELY URGENT

Please Rush To Addressee

PLEASE NOTE:

When used internationally affix cust
declarations (PS Form 2976, or 297

EI 569978130 US

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Mailing Label
Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Date Mo. Day	Time ☐ AM ☐ PM	Employee Signature

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No.

Federal Agency Acct. No. or Postal Service Acct. No.

☐ WAIVER OF SIGNATURE *(Domestic Mail Only)*
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signatur of addressee or addressee's agent (if delivery emplo judges that article can be left in secure location) and authorize that delivery employee's signature constitu valid proof of delivery.

☐ NO DELIVERY ☐ Weekend ☐ Holiday

Mailer Signature

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code 10804	Day of Delivery ☐ Next ☐ 2nd ☐ 2nd Del. Day	Postage $
Date Accepted 12 7 14 (Mo. Day Year)	Scheduled Date of Delivery Month 12 Day 28	Return Receipt Fee $
Time Accepted 3:00 ☐ AM ☐ PM	Scheduled Time of Delivery ☐ Noon ☒ 3 PM	COD Fee $ / Insurance Fee $
Flat Rate ☐ or Weight lbs. 2 ozs. 14	Military ☐ 2nd Day ☐ 3rd Day	Total Postage & Fees $ 19.99
	Int'l Alpha Country Code	Acceptance Emp. Initials

PRESS HARD. YOU ARE MAKING 3 COPIES.

FROM: (PLEASE PRINT) PHONE (914) 235-2919

ROBERTA BONGIORNI
252 WEYMAN AVE.
NEW ROCHELLE, NY 10805

TO: (PLEASE PRINT) PHONE ( )

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, ET AL.
C/O GCG
5151 BLAZER PKWY. - STE A
DUBLIN, OHIO

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)
4 3 0 1 7 + [ ] [ ] [ ] [ ]

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

EMS

PS1000-1000006

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	**Case No.**
☐ Sound Shore Medical Center of Westchester	13-22840
☑ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:



If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): CAF CONSTRUCTION

Name and address where notices should be sent:
FRANK CASTELLO
CAF CONSTRUCTION
3465 STEENWICK AVE.
BRONX, NY 10475
Telephone number: 718-671-1252
Email Address: PROVOSTCON@AOL.COM

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where payment should be sent (if different from above):

FILED - 00125
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Telephone number:
Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. **Amount of Claim as of Date Case Filed (May 29, 2013): $** 17,492.97

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. **Basis for Claim:** SERVICES PERFORMED + MATERIALS PROVIDED
(See instruction #2)

3. **Last four digits of any number by which creditor identifies Debtor:** ____ ____ ____ ____

3a. **Debtor may have scheduled account as:** _____ (See instruction #3a)

3b. **Uniform Claim Identifier (optional):** _____ (See instruction #3b)

4. **Secured Claim** (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $_____

Annual Interest Rate _____% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $_____

5. **Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.**

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $_____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. **Claim Pursuant to 11 U.S.C. § 503(b)(9):** Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 13,204.37

7. **Credits.** The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7) NONE

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☑ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: FRANK CASTELLO

Title: PRESIDENT

Company: CAE CONSTRUCTION

F R Castello (Signature) 8/1/13 (Date)

Address and telephone number (if different from notice address above):

_____

_____

_____

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013. (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

JOB INVOICE

CAF Construction - TAX ID - 7872

3465 Steenwick Avenue
Bronx, NY 10475
718-671-1252 - Fax 718-671-1253

DATE	INVOICE #
11/4/11	4109

BILL TO

Mr. Richard Berges
Mount Vernon Hospital
12 North 7th Avenue
Mount Vernon, NY 10550

JOB NO.

DESCRIPTION	AMOUNT
INSTALLMENT PAYMENT FOR JOB IN THE BHU, 2ND FLOOR, NORTH BUILDING OF MOUNT VERNON HOSPITAL - REQUISITION #2	37,492.97
PAID 5/3/12 - CHECK #0726297 - $20,000.00	-20,000.00

received 11/07/2011

Total $17,492.97

THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
MOUNT VERNON, NEW YORK 10550

OPERATING ACCOUNT
HUDSON VALLEY BANK
403 EAST SANDFORD BLVD.
MT. VERNON, NY 10550

72629
50-930/2

DATE	CHECK NUMBER
5/03/2012	0726297

CHECK AMOUNT
$ *****20,000.00

PAY ***20,000 DOLLARS AND 00 CENTS

TO THE ORDER OF: CAF CONSTRUCTION
3465 STEENWICK AVENUE
BRONX NY 10475

32375

⑈726297⑈ ⑆021909300⑆ ⑆20⑆714⑈00⑆

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS. TAX ID 131740115 32375 CHECK NO. 726097 0726297

DATE	DESCRIPTION / INVOICE NO.	ACCOUNT NUMBER	VOUCHER NUMBER	GROSS AMOUNT	CASH DISCOUNT	NET AMOUNT
11/04/11	4109A		144213	20000.00	.00	20000.00

THE MOUNT VERNON HOSPITAL
12 North Seventh Avenue, Mount Vernon, NY 10550

*****20,000.00

Claims
Entered 06/29/15 14:27:20
Filed 06/29/15 (Part 3) Pg 32 of 43
Doc 1135-5
13-22840-rdd

G732 CMa (formerly G702 CMa) APPLICATION and CERTIFICATE for PAYMENT

To: Mr. Richard Berges
12 North 7th Avenue
Mt. Vernon, NY 10550

From: CAF Construction
3465 Steenwick Avenue
Bronx, NY 10475

Project: Mount Vernon Hospital
Behavioral Health Unti
2nd Floor North

Application No: 2
App. Date: November 4, 2011
Period to:
Project No:
Contract Date: June 24, 2011

Distribution to:
☐ OWNER
☒ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

Contract For: Mount Vernon Hospital - BHU
Construction Manager: Richard Berges
Architect:

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM		105,614.00
2. Net Change By Change Orders		0.00
3. CONTRACT SUM TO DATE		105,614.00
4. TOTAL COMPLETED AND STORED TO DATE		95,052.60
5. RETAINAGE:		
a. of Completed Work	4,752.63	
b. of Stored Material	0.00	
TOTAL RETAINAGE		4,752.63
6. TOTAL EARNED LESS RETAINAGE		90,299.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		52,807.00
8. CURRENT PAYMENT DUE		37,492.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE		15,314.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month		
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

received

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CAF Construction
By: Frank Castello Date: November 4, 2011
Frank Castello

ANGELA RAGHUNANAN
Notary Public, State of New York
No. 01RA6003217
Qualified in Westchester County
Commission Expires 2-23-2014

State of: New York County of:

Subscribed and sworn before me this 4th day of November, 2011

Frank Castello personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: My Commission expires: 2-23-2014

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

CONSTRUCTION MANAGER: Richard Berges
By: Date: 11/07/2011

ARCHITECT:
By: N/A Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

TORGO SOFTWARE www.TorgoSoftware.com ©1996-2011 ALL RIGHTS RESERVED

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 2
App. Date: November 4, 2011
Period to:
Project No:

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	MVH - BHU 2nd Floor - North	105,614.00	52,807.00	42,245.60		95,052.60	90.00	10,561.40	4,752.63
GRAND TOTAL:		105,614.00	52,807.00	42,245.60		95,052.60	90.00	10,561.40	4,752.63

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

TORGO SOFTWARE www.TorgoSoftware.com ©1996-2011 ALL RIGHTS RESERVED

Claims
13-22840-rdd Doc 1135-5 Filed 06/29/15 Entered 06/29/15 14:27:20 (Part 3) Pg 33 of 43

Contractor's Affidavit of Partial Release of Liens

PROJECT: MVH – BHU
2ND FLOOR
NORTH BUILDING

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

CONTRACTOR FOR:

CAF CONSTRUCTION
3465 Steenwick Avenue.
Bronx, NY 10465

TO OWNER:
Mr. Richard Berges
12 North 7th Avenue
Mount Vernon, NY 10550

CONTRACT DATED:
June 24, 2011

STATE OF: NEW YORK
COUNTY OF: WESTCHESTER

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Partial Releases of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases of Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
FRANK CASTELLO
3465 Steenwick Avenue
Bronx, NY 10475

BY: Frank Castello

Frank Castello, President

The above personally appeared before me the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief:

DATE: 11-7-2011

ANGELA RAGHUNANAN
Notary Public, State of New York
No. 01RA6003217
Qualified in Westchester County
Commission Expires 2-23-2014

NOTARY PUBLIC:

MY COMMISSION EXPIRES: 2-23-2014

CAUTION: You should sign an Original Document on which this text appears in RED. An original Document assures that changes will not be obscured.

THE MOUNT VERNON HOSPITAL

12 NORTH SEVENTH AVENUE
MOUNT VERNON, NEW YORK 10550
TEL: 914-361-6084 FAX: 914-664-7842
CELL 914-227-0532

November 7, 2011

CAF Construction
Mr. Frank Castello
3465 Steenwick Avenue
Bronx, New York 10475
Off 718-671-1252
Fax 718-671-1253
Email: provostcone@aol.com

Ref: ***Mount Vernon Hospital***
2nd Floor BHU Repair Work
Requisition # 2
For Record Copy

Dear Mr. Castello:

We have attached a copy of the fully executed Requisition # 2 dated 11/04//2011 in the amount of $ 37,492.97 for the above captioned project. Please keep this for your records. This will be processed by the Hospital and sent to the State for the HEAL grant funding.

Richard A. Berges
Facility Administrator for
Construction & Design
Mount Vernon Hospital

cc: File, P.Rowland, J,Decina

THE MOUNT VERNON HOSPITAL

12 NORTH SEVENTH AVENUE
MOUNT VERNON, NEW YORK 10550
TEL: 914-361-6084 FAX: 914-664-7842

MEMORANDUM

To: Paul Rowland

From: Richard Berges

Date: 11/07/2011

Subject: 2nd Floor BHU SOC Repair Work
Application for Payment #2
CAF Invoice # 4109 (11/04/2011)

Please process the attached Application for Payment # 2 dated 11/04/2011 in the amount of $37,492.97. We have also included CAF invoice # 4109 in the same amount of the requisition.

Please process as required.

Thank you

cc: **File,J.Decina**



WEIZEL SECURITY

Security Products for Institutional Use

P.O. Box 276
Blaine, WA
98231-0276
Tel: 800-308-3627
www.securitycosmos.com

SALES ORDER

SO-27476	Sep 2,2011

Customer	Contact	Ship To
CAF Construction Group Corp. 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253	CAF Construction Group Corp. Frank Costello 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253	CAF Construction Group Corp. Paul Dziuma 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253

Account	Terms	Order Date	Account Rep	
26910	NET 30	Sep 2,2011	Zone1 Nick thien	
Quotation	**PO #**	**F.O.B**	**Ship VIA**	**Page**
SQ-23065	Debbie		UPS Ground Commercial	1

Model #	Description	Order	Ship	M	Price	Amount
831-S27-FIE-TOR	SafeSupport® SR Undersink Enclosure Model: Field Fit Model Mounting: Torx Head Screws	11	0	EA	138.00	1,518.00
Freight	Freight Instruction Freight Charges: Extra (FOB Factory) Service: UPS Ground	1	0	EA	125.00	125.00
814-S09-CUS-POW-0	SafeSupport® SR Standard Security Grille Material: Powder Coated Steel Lip: No-Hug Tight Lip Finished Grille Size: 29 x 29	10	0	EA	174.00	1,740.00
814-S09-CUS-POW-0	SafeSupport® SR Standard Security Grille Material: Powder Coated Steel Lip: No-Hug Tight Lip Finished Grille Size: 6 x 10	13	0	EA	72.00	936.00
Freight	Freight Instruction Freight Charges: Extra (FOB Factory) Service: UPS Ground	1	0	EA	300.00	300.00

CREDIT POLICY
ORDER SUBJECT TO CREDIT APPROVAL. PRE-PAYMENT MAY BE REQUIRED BY CREDIT CARD OR CHECK.

RETURN POLICY
- MINIMUM 25% RE-STOCKING CHARGES WILL BE APPLIED TO CANCELLED OR RETURNED ORDERS
- NO MERCHANDISE TO BE RETURNED WITHOUT WEIZEL SECURITY'S WRITTEN AUTHORIZATION AND RGA# APPLIED
- NO ORDERS CAN BE RETURNED AFTER 30 DAYS OF SHIP DATE
- CUSTOMER APPROVED CUSTOM MANUFACTURED PRODUCTS CANNOT BE RETURNED

Page	1
Sub Total	4,619.00

Everest® Document Format © 1999-2003 Icode Inc. All Rights Reserved. www.icode.com 800-382-0725



WEIZEL SECURITY

Security Products for Institutional Use

P.O. Box 276
Blaine, WA
98231-0276
Tel: 800-308-3627
www.securitycosmos.com

SALES ORDER

SO-27476	Sep 2,2011

Customer	Contact	Ship To
CAF Construction Group Corp. 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253	CAF Construction Group Corp. Frank Costello 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253	CAF Construction Group Corp. Paul Dziuma 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253

Account	Terms	Order Date	Account Rep	
26910	NET 30	Sep 2,2011	Zone1 Nick thien	
Quotation	**PO #**	**F.O.B**	**Ship VIA**	**Page**
SQ-23065	Debbie		UPS Ground Commercial	2

Model #	Description	Order	Ship	M	Price	Amount
834-S33-1-FRO	SafeSupport® SR Shower Head Degree: 30 Degree Mounting: Front Mounted	4	0	EA	115.00	460.00
Freight	Freight Instruction Freight Charges: Extra (FOB Factory) Service: UPS Ground ----------	1	0	EA	40.00	40.00
834-S40-SYM-TEM-REQ	SafeSupport® SR Retrofit Shower Knob For Use With: Manufacturer: Symmons Valve Model: Temptrol (TA-10 Stem) Escutcheon: Required/Included	4	0	EA	400.00	1,600.00
Freight	Freight Instruction Freight Charges: Extra (FOB Factory) Service: UPS Ground ----------	1	0	EA	40.00	40.00
	MIN-FH-22-3-T8-EB10IS-1/A-F1-UNV Recessed Lighting Fixture	8	0	EA	350.00	2,800.00

CREDIT POLICY
ORDER SUBJECT TO CREDIT APPROVAL. PRE-PAYMENT MAY BE REQUIRED BY CREDIT CARD OR CHECK.

RETURN POLICY
- MINIMUM 25% RE-STOCKING CHARGES WILL BE APPLIED TO CANCELLED OR RETURNED ORDERS
- NO MERCHANDISE TO BE RETURNED WITHOUT WEIZEL SECURITY'S WRITTEN AUTHORIZATION AND RGA# APPLIED
- NO ORDERS CAN BE RETURNED AFTER 30 DAYS OF SHIP DATE
- CUSTOMER APPROVED CUSTOM MANUFACTURED PRODUCTS CANNOT BE RETURNED

Page	2
Sub Total	4,940.00
Running Sub Total	9,559.00

Everest® Document Format © 1999-2003 Icode Inc. All Rights Reserved www.icode.com 800-382-0725



WEIZEL SECURITY

Security Products for Institutional Use

P.O. Box 276
Blaine, WA
98231-0276
Tel: 800-308-3627
www.securitycosmos.com

SALES ORDER

SO-27476	Sep 2,2011

Customer	Contact	Ship To
CAF Construction Group Corp. 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253	CAF Construction Group Corp. Frank Costello 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253	CAF Construction Group Corp. Paul Dziuma 3465 Steenwick Avenue BRONX NY 10475 UNITED STATES Tel: (718) 671-1252 Fax: (718) 671-1253

Account	Terms	Order Date	Account Rep	
26910	NET 30	Sep 2,2011	Zone1 Nick thien	
Quotation	**PO #**	**F.O.B**	**Ship VIA**	**Page**
SQ-23065	Debbie		UPS Ground Commercial	3

Model #	Description	Order	Ship	M	Price	Amount
Freight	Freight Instruction Freight Charges: Extra (FOB Factory) Service: UPS Ground	1	0	EA	195.00	195.00

CREDIT POLICY
ORDER SUBJECT TO CREDIT APPROVAL. PRE-PAYMENT MAY BE REQUIRED BY CREDIT CARD OR CHECK.

RETURN POLICY
- MINIMUM 25% RE-STOCKING CHARGES WILL BE APPLIED TO CANCELLED OR RETURNED ORDERS
- NO MERCHANDISE TO BE RETURNED WITHOUT WEIZEL SECURITY'S WRITTEN AUTHORIZATION AND RGA# APPLIED
- NO ORDERS CAN BE RETURNED AFTER 30 DAYS OF SHIP DATE
- CUSTOMER APPROVED CUSTOM MANUFACTURED PRODUCTS CANNOT BE RETURNED

CREDIT NOTE POLICY
- NO CASH REFUND WILL BE OFFERED FOR CREDIT NOTE(S) ISSUED
- ALL CREDIT NOTES ISSUED CAN BE USED AGAINST OUTSTANDING INVOICE(S) OR APPLIED AGAINST FUTURE PURCHASES WITHIN ONE YEAR OF THE CREDIT NOTE ISSUE DATE
- AFTER 12 MONTHS OF CREDIT NOTE ISSUE DATE, THE CREDIT WILL EXPIRE AND BE CANCELLED

OTHER TERMS AND CONDITIONS
- ANY APPLICABLE TAXES EXTRA
- PRICE QUOTED IS BASED ON STATED QUANTITIES, ANY CHANGE IN QUANTITY MAY AFFECT THE PRICE
- WEIZEL SECURITY IS A DIVISION OF WEIZEL & ASSOCIATES LIMITED

Tax Details
EXEMPT $ 0 000

EIN# 98-035-1053
PST# 49251
GST# 10243-4404 RT0001

Taxable	9,754.00
Total Tax	0.00
TOTAL US$	**9,754.00**

Everest® Document Format © 1999-2003 Icode Inc. All Rights Reserved. www.icode.com 800-382-0725

Subj: **MegaJailhouse.com Order Confirmation**
Date: 8/5/2011 2:52:01 P.M. Eastern Daylight Time
From: info@megajailhouse.com
To: ProvostCon@aol.com

MegaJAILHOUSE.COM

CustomerID# 313

Thank you for your order. Your order number is 1390, placed 08/05/2011 at 02:51PM.

Bill To:

CAF Construction
Frank Castello
3465 Steenwick Avenue
Bronx, NY 10475
United States
718-671-1252
ProvostCon@aol.com

Ship To:

CAF Construction
Frank Castello
3465 Steenwick Avenue
Bronx, NY 10475
United States
718-671-1252

Payment Info:

Credit Card: Visa
Frank A Castello
**********4250
Exp:

Shipping Method:

In-Store Pickup

Order Details:

Code	Item	Qty	Price	Grand Total
D-7213-SEC	Security / Anti-Suicide Grab Bar with Closure Plate (24 inches)- Concealed Mounting (STOCKED)	13	$86.94	$1,130.22
D-7216-SEC	Security / Anti-Suicide Grab Bar with Closure Plate (36 inches)- Concealed Mounting (STOCKED)	13	$103.72	$1,348.36
S-4080-SS	Recessed Toilet Paper Holder - Exposed Mount	13	$58.08	$755.04
			Subtotal:	$3,233.62

Tax:	$0.00
Shipping Cost:	$0.00
Grand Total:	$3,233.62

Order Comments: FREE SHIPPING

Thank you for shopping at MegaJailhouse.com!
Visit us again at http://www.megajailhouse.com

441 Saw Mill River Road
Yonkers, NY 10701
Tel: 914.476.1593
Fax: 914.476.5894

SPI Sales Direction

SALES ORDER

Valid Till: 60 days

PROJECT	MIRROR
Contractor:	CAF CONSTRUCTION
Bill To:	CAF CONSTRUCTION 3465 Steenwick Avenue BRONX NY 10475
Name	FRANK
TEL / FAX #	718-671-1252//1253
SHIP TO:	PICK UP AT 465 SAW MILL RIVER ROAD

JOB#	
Date Started:	08/24/11
Sales Person:	LOU A
P.O. #:	
Contract #:	
Ord. Entry Date:	BY
Delivery Date:	
Proj. Super Name:	
Project Super Cell:	
Job Site Tel #:	
Union / Non-Union:	

Comments:

QTY	Ven #	Style No.	Description	Unit Price	Total
Order is subject to a 5% escalation charge after the valid date and 5% for each additional quarter.					
					0.00
					0.00
					0.00
4	ASI	0600-1830	SS FRAMED MIRROR 18X30	50.00	200.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
			PICK UP 8-25-11 AFTER 1PM		0.00
					0.00
					0.00
					0.00
					0.00
					0.00
			SIGN SALES ORDER		0.00
			AND CREDIT CARD FORM		0.00
			& GET IT BACK TO US		0.00
			FOR PROCESSING		0.00
					0.00
					0.00
					0.00

Sales Total	200.00
Freight Charges	0.00
Tax	16.75
Total	216.75

LOU A
SALESPERSONS SIGNATURE

Frank Costello
CUSTOMER SIGNATURE

13-22840-rdd Doc 1135-5 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 3) Pg 43 of 43

FIRST CLASS

UNITED STATES POSTAL SERVICE

1000

43017

U.S. POSTAGE
PAID
BRONX, NY
10475
AUG 07, 13
AMOUNT

$1.92
00081637-14

CAF Construction
3465 Steenwick Avenue
Bronx, NY 10475

Sound Shore Medical Center of Westchester
c/o GCG Inc.
P. O. Box 9982
Dublin, Ohio 43017-5982

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840
☒ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:

THE GARDEN CITY GROUP, INC. AUG 17 2013

Name of Creditor (the person or other entity to whom the Debtor owes money or property): CERTIFIED SAFETY VALVE REPAIR

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:
CERTIFIED SAFETY VALVE REPAIR
617 PENNSYLVANIA AVE
LINDEN, NJ 07036-2630

Telephone number: (908) 486-3590
Email Address: csantorella@certifiedvalve.com

Name and address where payment should be sent (if different from above):
FILED - 00191
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Telephone number:
Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed (May 29, 2013): $_____

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Services performed - Goods sold.
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: ____ ____ ____ ____

3a. Debtor may have scheduled account as: _____ (See instruction #3a)

3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☒ Other

Describe: _____

Value of Property: $_____

Annual Interest Rate _____% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $ 1,815.52

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority:
$_____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 1,815.52

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "redacted"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Carlo T. Santorella

Title: President

Company: Certified Safety Valve Repair Corp.

Address and telephone number (if different from notice address above):

_____

_____

_____

Telephone number: _____ email: _____

Carlo Santorella (Signature) 8/13/2013 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

01008938
SSM0202802460



CERTIFIED SAFETY VALVE REPAIR
617 PENNSYLVANIA AVE
LINDEN, NJ 07036-2630

CERTIFIED SAFETY VALVE REPAIR CORP.
617 PENNSYLVANIA AVE.
LINDEN,N.J. 07036

PAST DUE
PLEASE REMIT

Invoice

DATE	INVOICE NO.
1/30/2012	6583

Phone #	Fax #	Web Site
1-908-486-3590	1-908-486-7862	CERTIFIEDVALVE.COM

BILL TO	SHIP TO
Mount Vernon Hospital 12 North 7th Ave Mount Vernon, NY 10550 Attn:Accounts Payable Dir of Eng. 914-365-3558 Tom Irving TIrving@SSHSU.org	Mount Vernon Hospital 9 North 8th Ave Mount Vernon, NY 10550 ~~Attn:James Pajucic~~, Director Engineering ~~1-914-361-6382~~ Fax 914-664-7842 Caroline

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA
MV22454	Net 30	CTS	2/3/2011	CUST. IN/OUT

DESCRIPTION	CLASS	QTY	RATE	AMOUNT
Date: 1/16/12 (Scheduled)				
Reference: Repairs to Boiler Safety Relief Valves				
Scope:Accomplish the complete repair, test, set and certification of (2) boiler safety relief valves in accordance with A.S.M.E. and National Board standards.				
2" x 3" Consolidated Safety Relief Valve Type 1511-K-20, {V} Set 150 PSI, Capacity 14,056 PPH, s/n BR4049	Job#6183			
Repair Cost.....		1	585.00	585.00
Accomplish machining of 250#RF Inlet to specifications.....N/C....		1		0.00
2.5" x 4" Consolidated Safety Relief Valve Type 1511-L-20, {V} Set 155 PSI, Capacity 22,458 PPH, s/n BR4052	Job#6184			
Repair Cost.....		1	685.00	685.00
Accomplish machining of 250#RF Inlet to specifications.....N/C....		1		0.00
SUB TOTAL.....				1,270.00
CERTIFICATE OF CERTIFICATION.....		2	25.00	50.00

REVISED FINAL INVOICE

PAST DUE
PLEASE REMIT

Total $1,320.00

CERTIFIED SAFETY VALVE REPAIR CORP.
617 PENNSYLVANIA AVE.
LINDEN,N.J. 07036

PAST DUE
PLEASE REMIT

Invoice

DATE	INVOICE NO.
6/21/2012	6712

Phone #	Fax #	Web Site
1-908-486-3590	1-908-486-7862	CERTIFIEDVALVE.COM

BILL TO

Mount Vernon Hospital
12 North 7th Ave
Mount Vernon, NY 10550
Attn:Accounts Payable
1-914-664-8000 Ext 3197
Paul Rowland Dir of. Fin
914-632-5000
X3636

SHIP TO

Mount Vernon Hospital
9 North 8th Ave
Mount Vernon, NY 10550
Attn:James Pajuelo, ~~Director~~ Dept Engineering
1-914-361-6382 / Fax 914-664-7842
914-365-3635 Rowland

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA
MV24305	Net ~~30~~ 90	CTS	6/21/2012	UPS

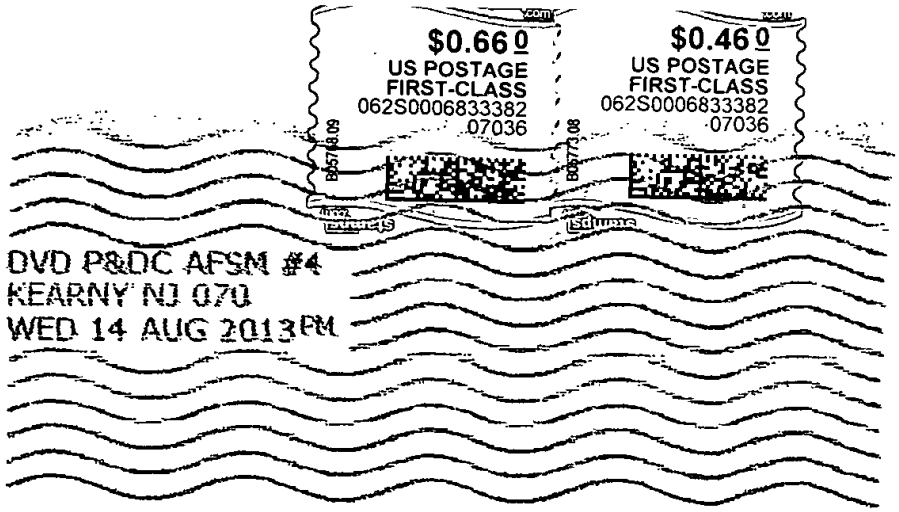
DESCRIPTION	CLASS	QTY	RATE	AMOUNT
Date: 6/21/12 (Scheduled)				
Reference: 60" x 60" Sheet Gasket Material				
Klinger Sil: Style C-4408 Synthetic Fiber Nitrile Binder High Temperature & Stress Fluctuating Temperatures and Pressures Vibration Low Carbon Steel Woven Mesh Insert				
1/32" C-4408 Klinger Sheet Gasket Material.....		1	200.00	200.00
1/16" C-4408 Klinger Sheet Gasket Material.....		1	250.00	250.00
SUB TOTAL.....				450.00
Shipping / Handling ...UPS Charges Pre-Paid & Billed.....			45.52	45.52

REVISED FINAL INVOICE

PAST DUE
PLEASE REMIT

Total $495.52

13-22840-rdd Doc 1135-6 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 4) Pg 7 of 13



CERTIFIED SAFETY VALVE REPAIR
617 Pennsylvania Avenue • Linden, NJ 07036
(908) 486-3590 • Fax: (908) 486-7862
www.certifiedvalve.com

SOUND SHORE MEDICAL OF WESTCHESTER
et al., c/o GCG, INC.,
P.O. BOX 9982
DUBLIN, OH 43017

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	**Case No.**
☐ Sound Shore Medical Center of Westchester	13-22840
☒ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:

The Mount Vernon Hospital, Inc.

Unsecured: $691.00

THE GARDEN CITY GROUP INC. SEP 13 2013

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.). If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): COUNTY CHAIR PARTY RENTALS

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:

COUNTY CHAIR PARTY RENTALS
25 OAK ST
MOUNT VERNON, NY 10550-1805

Telephone number: 914 664-5700
Email Address: info@countychair.com

Name and address where payment should be sent (if different from above):

Telephone number:
Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed (May 29, 2013): $ 482.29

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

FILED - 00569
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

2. Basis for Claim: Rented Tablecloths & Napkins For Function on 3/14/13 - never paid
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: 7816

3a. Debtor may have scheduled account as: _____ (See instruction #3a)

3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $ _____

Annual Interest Rate _____ **%** ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Basis for perfection: _____

Amount of Secured Claim: $ _____

Amount Unsecured: $ 482.29

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $ _____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 482.29

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Paul Yann Antuono

Title: President

Company: County Chair Renting Co. Inc.

(Signature) 9/10/13 (Date)

Address and telephone number (if different from notice address above):

Telephone number: 914 664 5700 email: info@countychair.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

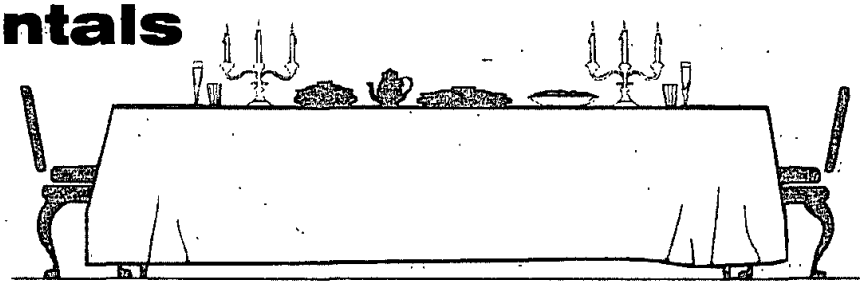
01002975
SSM0202132093



COUNTY CHAIR PARTY RENTALS
25 OAK ST
MOUNT VERNON, NY 10550-1805

CountyChair PartyRentals
Since 1934

25 Oak Street
Mount Vernon, NY 10550
(914) 664-5700
Fax (914) 664-8581
info@countychair.com
www.countychair.com



ame MT. VERNON HOSPITAL
12 NORTH 7TH AVENUE
MT. VERNON, NY 10550 8.38 use 03/14/13

664-8000
77818

60	NAP BURG VISA	39.00
8	60X120 WHITE V	88.00
120	SKIRT CLIPS	0.00
5	13' WHITE SKIRT	162.50
3	17' WHITE SKIRT	127.50
1	BURNT CLOTH (60x120 White)	28.00

~~4581~~
~~4768~~
~~4592~~

subtotal $	445.00
min\adj	
del\losses	
total $	445.00
tx	37.29
dep	
balance forward	
grandtotal $	482.29

Mailed bill 3/15

LLEN ORDERED C/845-857-9336

O #MVALLEN BUSHEY

TTN: FOOD & NUTRITION DEPARTMENT

SEE PINK DELIVERY SLIP FOR fine print. CALL IF YOU NEED SETUP GUIDANCE. OUR LIABILITY IN CASE OF A PROBLEM IS THE SUM OF THIS INVOICE.

DEL

PU

C ☐ SB ☐
CK ☐ CR ☐

MT. VERNON, NY S
MT. VERNON HOSPITAL L
0.1770

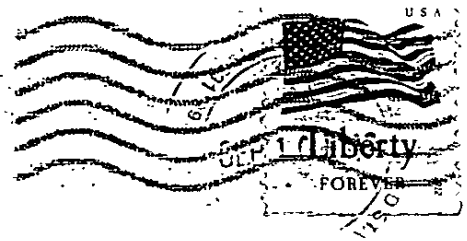
RECEIVED BY: _____

TIME OF DAY: _____

13-22840-rdd Doc 1135-6 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 4) Pg 13 of 13

CountyChair PartyRentals
25 Oak Street
Mount Vernon, NY 10550

WESTCHESTER NY 105
10 SEP 2013 PM 5 L



Sound Shore medical Center of Westchester, et al.
c/o GCG, Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	**Case No.**
☐ Sound Shore Medical Center of Westchester	13-22840
☒ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:

The Mount Vernon Hospital, Inc.

Unsecured: $9,689.32

Name of Creditor (the person or other entity to whom the Debtor owes money or property): CREST/GOOD MANUFACTURING C

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:

CREST/GOOD MANUFACTURING C
~~325 UNDERHILL BLVD~~ 90 Gordon Dr., Suite A
~~PO BOX 488~~
SYOSSET, NY 11791~~-0488~~

THE GARDEN CITY GROUP, INC. AUG 22 2013

Telephone number: 516-921-7260
Email Address: anita c@crestgood.com

*Name and address where payment should be sent (if different from above):

Telephone number:
Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed (May 29, 2013): $ _____

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

FILED - 00255
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

2. Basis for Claim: Goods Sold
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: 8832

3a. Debtor may have scheduled account as: _____ (See instruction #3a)

3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $ _____

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Basis for perfection: _____

Amount of Secured Claim: $ _____

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $ _____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 9,689.32

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #8, and the definition of "**redacted**")*]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: See attached

9. **Signature:** (See instruction #9) Check the appropriate box.

☑ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy ~~Rule 3004~~) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Phil Goeller

Title: President

Company: CrossGood Mfg. Co, Inc.

Address and telephone number (if different from notice address above):

Telephone number: email:

(Signature) 8/16/13 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

01003130
SSM0202144024



CREST/GOOD MANUFACTURING C
325 UNDERHILL BLVD
PO BOX 468
SYOSSET, NY 11791-0468

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
947534	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
2/07/12	3/08/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 752177	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
98243		2/07/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	SP (525710)	EA	1.000	
	RIGID 89405		98.130	98.13
	SP (525711)	EA	2.000	
	T & S CERAMIC FAUCETS		241.860	483.72
	UPS			11.28
	0100 NT ALBANY NY			.00

NET SALES	581.85	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	11.63
FREIGHT	11.28	AMOUNT DUE	593.13
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380350223034
Service:	UPS GROUND
Delivered On:	02/08/2012 9:59 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Mail Room

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1 22 P.M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Remittance To:
(CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
947826	1

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
ATTN: JAMES-MAINT
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
2/15/12	3/16/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 752451	99403	MU22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
98547		2/15/12	.000 EA

LINE NO.	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	DROP SHIP			
	SP (525866)	EA	3.000	
	T & S B1141-04		145.080	435.24
	UPS			29.10
	0100 NT ALBANY NY			.00

NET SALES	435.24	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	8.70
FREIGHT	29.10	AMOUNT DUE	464.34
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z2240150318122858
Service:	UPS GROUND
Delivered On:	02/13/2012 9 55 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	MELENDEZ
Left At:	Mail Room

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:27 P.M. ET

Print This Page

Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Remit To:
CRESTGOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
948515	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/07/12	4/06/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV
1 3328832	CO 753192	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99326		3/07/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	CF1225G	EA	6.000	
	RH (COLD) LONG QUATURN STEM		19.500	117.00
	CF1224G	EA	6.000	
	LH (HOT) LONG QUATURN STEM		19.500	117.00
	922D195	EA	.000	
	*F141KC COYNE & DELANEY ***		13.800	.00
	Fully backordered		4.000	
	921S038	EA	4.000	
	A38A CLOSET 3.5 GPF KIT		13.100	52.40
	921S960	EA	4.000	
	*SLOAN V/B KIT COMPL ***		3.100	12.40
	289R007	EA	4.000	
	NEW STYLE BIG BEN W/TRUNION		2.900	11.60
	921S014	EA	6.000	
	*DIAPHRAM "QUIET" A156A ***		5.100	30.60
	856P005	EA	2.000	
	WH SEAT OPEN ELONG L/C 1955CT		23.400	46.80

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO	PAGE
948515	2

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/07/12	4/06/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV
1 3328832	CO 753192	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99326		3/07/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	335S002	EA	12.000	
	*1/2IP X3/8COMP X 16" SS		5.100	61.20
	921S908	EA	2.000	
	KIT 1 IN STOP SD 3308853		10.400	20.80
	921S003	EA	6.000	
	*GUIDE F/CL&UR 113AA A163A ***		1.950	11.70
	921S037	EA	2.000	
	A37A URINAL 1.5 GPF KIT		13.100	26.20
	922D908	EA	2.000	
	DELANY 1" STOP REPAIR KIT		14.920	29.84
	772C505	EA	6.000	
	1 1/2 SLIP JOINT CLOSED NUT		2.950	17.70
	772C506	EA	6.000	
	1 1/4 CLOSED SLIP JOINT NUT		2.900	17.40
	0100 NT ALBANY NY			.00

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
948515	3

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/07/12	4/06/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 753192	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99326		3/07/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			

NET SALES	572.64	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	11.45
FREIGHT	.00	AMOUNT DUE	572.64
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380350774636
Service:	UPS GROUND
Delivered On:	03/08/2012 10:04 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	HARRI
Left At:	Dock

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:17 P.M. ET

Print This Page Close Window



CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
948639	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/09/12	4/08/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 753192	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99459		3/09/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 Previous invoice 948515			
	922D195	EA	4.000	
	*F141KC COYNE & DELANEY ***		13.800	55.20
	0100 NT ALBANY NY			.00

NET SALES	55.20	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	1.10
FREIGHT	.00	AMOUNT DUE	55.20
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380349588144
Service:	UPS GROUND
Delivered On:	03/12/2012 11:26 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Dock

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS 08/08/2013 1.16 P M. ET

Print This Page Close Window

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

REMIT TO:
(CREST/GOOD MFG. CO.)
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
948640	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/09/12	4/08/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 753241	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99466		3/09/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	766S101	EA	2.000	
	REPAIR CLAMP 1 BOLT 1/2		4.700	9.40
	766S102	EA	2.000	
	REPAIR CLAMP 1 BOLT 3/4		5.480	10.96
	766S103	EA	2.000	
	REPAIR CLAMP 1 BOLT 1"		5.900	11.80
	766S104	EA	2.000	
	REPAIR CLAMP 1 BOLT 1-1/4		5.950	11.90
	766S105	EA	2.000	
	REPAIR CLAMP 1 BOLT 1-1/2		6.800	13.60
	766S106	EA	.000	
	REPAIR CLAMP 1 BOLT 2"		8.750	.00
	Fully backordered		2.000	
	UPS			7.42
	0100 NT ALBANY NY			.00

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
948640	2

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/09/12	4/08/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 753241	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99466		3/09/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			

NET SALES	57.66	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	1.15
FREIGHT	7.42	AMOUNT DUE	65.08
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380349175956
Service:	UPS GROUND
Delivered On:	03/12/2012 11 26 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Dock

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS. 08/08/2013 1:15 P.M. ET

Print This Page Close Window



CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
948733	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/13/12	4/12/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 753241	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99547		3/13/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 Previous invoice 948640			
	766S106 REPAIR CLAMP 1 BOLT 2"	EA	2.000 8.750	17.50
	0100 NT ALBANY NY			.00

NET SALES	17.50	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	.35
FREIGHT	.00	AMOUNT DUE	17.50
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380350566683
Service:	UPS GROUND
Delivered On:	03/14/2012 11:42 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	MCM
Left At:	Front Desk

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:15 P.M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
948856	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
3/15/12	4/14/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 753219	99403	MV22529	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
99662		3/15/12	.000 EA

LINE NO.	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	729F112	EA	2.000	
	3"IN/2"OUT TW HNDL OVR FLO COM		134.000	268.00
	0100 NT ALBANY NY			.00

NET SALES	268.00	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	5.36
FREIGHT	.00	AMOUNT DUE	268.00
TAXES	.00		

FILE COPY

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380350409209
Service:	UPS GROUND
Delivered On:	03/16/2012 12.57 P.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	MCM
Left At:	Front Desk

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:14 P.M. ET

Print This Page

Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
949625	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATTN ACCOUNTS PAYABLE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/10/12	5/10/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754046	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
100465		4/10/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	891T044	EA	8.000	
	PIGGY BACK 3/8" COMP X 3/8 OD		7.460	59.68
	947L004	EA	1.000	
	LAWLER MIX VALVE W/ TEMP GAUGE		560.100	560.10
	0100 NT ALBANY NY			.00

NET SALES	619.78	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	12.39
FREIGHT	.00	AMOUNT DUE	619.78
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380350460877
Service:	UPS GROUND
Delivered On:	04/11/2012 12:19 P.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	MELENDEZ
Left At:	Receiver

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:14 P.M. ET

Print This Page

Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
949712	1

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/12/12	5/12/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV
1 3328832	CO 754063	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
100589		4/12/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	891T044	EA	4.000	
	PIGGY BACK 3/8" COMP X 3/8 OD		7.460	29.84
	TSB113	EA	.000	
	DECK MT TS FCT W PRE RINSE		320.500	.00
	Fully backordered		1.000	
	347Z006	EA	6.000	
	COMP REDUC UNION 1/2 OD X 3/8		6.690	40.14
	445B090	EA	.000	
	SHARKBITE CONTRACTOR KIT		389.000	.00
	Fully backordered		1.000	
	335S043	EA	4.000	
	3/8 COMP X 1/2IP X 24 SS		4.670	18.68
	336B000	EA	.000	
	1/4 F X 3/8 COMP UNION		2.700	.00
	Fully backordered		4.000	
	335S054	EA	4.000	
	SS CONNECTION 3/8 X 3/8 X 24"		5.100	20.40

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.
90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
949712	2

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON	EXPORT	CURRENCY	TERMS	SELLER ID
4/12/12	5/12/12	N		2% 10 net 30	

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754063	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
100589		4/12/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	347Z002	EA	4.000	
	3/8CMPX3/8ODX3/8OD ADAPTER		5.700	22.80
	992-002	EA	1.000	
	CATALOG		.000	.00
	0100 NT ALBANY NY			.00

NET SALES	131.86	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	2.63
FREIGHT	.00	AMOUNT DUE	131.86
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380351913386
Service:	UPS GROUND
Delivered On:	04/13/2012 9:42 A M
Delivered To:	MOUNT VERNON, NY, US
Signed By:	HARRIS
Left At:	Receiver

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:11 P.M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL REMITTANCE TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
949713	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/12/12	5/12/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754091	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
100588		4/12/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	845H004	EA	1.000	
	3LB SIZE STA PUT PUTTY		5.700	5.70
	654T012	EA	6.000	
	*HIGH DENSITY TAPE 1/2X520 ***		2.300	13.80
	591I772	EA	.000	
	DEBURR TOOL		24.480	.00
	Fully backordered		1.000	
	644I010	EA	4.000	
	DUAL TUBE FTN CLEANING T		7.800	31.20
	335S041	EA	5.000	
	1/2 IP X 1/2 IP X 20" SS HOSE		5.900	29.50
	Backordered		3.000	
	766B001	EA	8.000	
	3/4" X 1" CLOSE BRASS NIPPLE		2.850	22.80
	531G111	EA	1.000	
	R/H DRAIN CLEANING MITT		25.200	25.20
	531G112	EA	1.000	
	L/H DRAIN CLEANING MITT		25.200	25.20
	UPS			8.16

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Invoice Addr to:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
949713	2

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/12/12	5/12/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754091	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
100588		4/12/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	0100 NT ALBANY NY			.00

NET SALES	153.40	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	3.06
FREIGHT	8.16	AMOUNT DUE	161.56
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380350677992
Service:	UPS GROUND
Delivered On:	04/13/2012 9 42 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	HARRIS
Left At:	Receiver

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:13 P.M. ET

Print This Page Close Window

CREST/GOOD
MANUFACTURING CO. INC.
90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO	PAGE
950083	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/24/12	5/24/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754091	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
100951		4/24/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 Previous invoice 949713			
	591I772 DEBURR TOOL	EA	1.000 24.480	24.48
	335S041 1/2 IP X 1/2 IP X 20" SS HOSE	EA	3.000 5.900	17.70
	0100 NT ALBANY NY			.00

NET SALES	42.18	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	.84
FREIGHT	.00	AMOUNT DUE	42.18
TAXES	.00		

FILE COPY

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z1597380351917382
Service:	UPS GROUND
Delivered On:	04/25/2012 10:40 A.M
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Receiver

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:10 P M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL INVOICES TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO	PAGE
950084	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/24/12	5/24/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754418	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
100937		4/24/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	TS135X SWIVEL GOOSENECK 9"	EA	2.000 59.300	118.60
	726C212 2 X 12 FLG TAIL PC 17 GA	EA	3.000 29.540	88.62
	772C004 2" NUT/WSR CHROME BRASS	EA	3.000 6.190	18.57
	0100 NT ALBANY NY			.00

NET SALES	225.79	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	4.51
FREIGHT	.00	AMOUNT DUE	225.79
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below

Tracking Number:	1Z1597380350079094
Service:	UPS GROUND
Delivered On:	04/25/2012 10:40 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Receiver

Thank you for giving us this opportunity to serve you

Sincerely,

UPS

Tracking results provided by UPS: 08/08/2013 1:09 P.M. ET

Print This Page

Close Window

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

DELIVERED TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
950141	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/25/12	5/25/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754442	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
101004		4/25/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	947L004	EA	1.000	
	LAWLER MIX VALVE W/ TEMP GAUGE		560.100	560.10
	0100 NT ALBANY NY			.00

NET SALES	560.10	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	11.20
FREIGHT	.00	AMOUNT DUE	560.10
TAXES	.00		

ORIGINAL INVOICE

United States

New User | Log-In | Contact UPS | The UPS Store Search Sub

My UPS Shipping Tracking Freight Locations Support UPS Solutions

Tracking Number Track Log-In for additional tracking details Other Tracking Options

Tracking Detail Share Like 920k Print Help A A A

1Z1597380350207936 Updated: 07/24/2013 1:52 P.M. Eastern Time

Delivered

Delivered On:
Thursday, 04/26/2012 at 1:01 P.M.

Left At:
Receiver

Signed By:
BOWEN

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

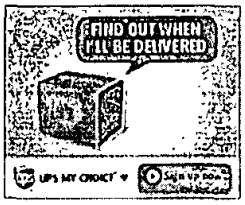
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress What's This?

Subscribe to UPS E-mail: Enter e-mail address Sign Up » View Examples Site Feedback

Contact UPS
Browse Online Support
E-mail UPS
Live Chat
Call Customer Service

Support
Get Started
Register
Open a Shipping Account
Change Your Delivery

Solutions for:
Healthcare
Small Business
High Tech
More ..

Other UPS Sites:
Select a website SL

Follow us:

WE ♥ LOGISTICS

Home About UPS Site Guide Investors Careers Pressroom UPS Global UPS Mobile UPS Blog

Service Terms and Conditions Website Terms of Use Privacy Notice Your California Privacy Rights Protect Against Fraud

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved.

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
950217	1

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/26/12	5/26/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754063	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
101097		4/26/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 Previous invoice 949712			
	TSB113 DECK MT TS FCT W PRE RINSE	EA	1.000 320.500	320.50
	445B090 SHARKBITE CONTRACTOR KIT	EA	1.000 389.000	389.00
	336B000 1/4 F X 3/8 COMP UNION	EA	4.000 2.700	10.80
	0100 NT ALBANY NY			.00

NET SALES	720.30	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	14.40
FREIGHT	.00	AMOUNT DUE	720.30
TAXES	.00		

ORIGINAL INVOICE

United States

Tracking Detail

1Z1597380350928738

Updated: 07/24/2013 1:51 P.M. Eastern Time

Delivered

Delivered On:
Monday, 04/30/2012 at 10:32 A.M.

Left At:
Receiver

Signed By:
MELENDEZ

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

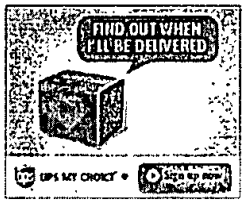
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress

What's This?

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved.

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 382A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
950176	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
ATTN: JIM-MAINT
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
4/26/12	5/26/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 753124	99403	MV 23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
101053		4/26/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB80 DROP SHIP			
	SP (527108) T&S B1141XS MOD. W/BWH4 HANDLE	EA	2.000 163.200	326.40
	UPS			20.00
	0100 NT ALBANY NY			.00

NET SALES	326.40	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	6.52
FREIGHT	20.00	AMOUNT DUE	346.40
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z2240150318394118
Service:	UPS GROUND
Delivered On:	04/19/2012 11:02 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	S BOWEN
Left At:	Receiver

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS. 07/24/2013 2:55 P M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

190 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments to:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
950397	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
ATTN: JAMES-MAINT
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
5/03/12	6/02/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754447	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
101312		5/03/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 DROP SHIP			
	SP (527411) B2866-05CR	EA	2.000 189.200	378.40
	SP (527411) B2865-05-133XA MOD.W/CER.CART.	EA	2.000 241.860	483.72
	UPS			27.00
	0100 NT ALBANY NY			.00

NET SALES	862.12	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	17.24
FREIGHT	27.00	AMOUNT DUE	889.12
TAXES	.00		

FILE COPY

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z2240150318437554
Service:	UPS GROUND
Delivered On:	05/01/2012 10:11 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Dock

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS. 07/24/2013 2:53 P.M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL REMITTANCE TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
950398	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
ATTN: JAMES-MAINT
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
5/03/12	6/02/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 754486	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
101332		5/03/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 DROP SHIP			
	SP (527425) BRADLEY S19-465EFW	EA	1.000 354.480	354.48
	UPS			9.79
	0100 NT ALBANY NY			.00

NET SALES	354.48	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	7.08
FREIGHT	9.79	AMOUNT DUE	364.27
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below

Tracking Number:	1Z5857070373847791
Service:	UPS GROUND
Delivered On:	07/02/2012 10:03 A.M.
Delivered To:	MOUNT VERNON, NY, US
Left At:	Met Customer Man

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 07/24/2013 3:03 P.M. ET

Print This Page Close Window

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO	PAGE
951568	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/14/12	7/14/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755641	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102571		6/14/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	437A003 1/2" MALE SHARKBITE CONNECTOR	EA	6.000 7.130	42.78
	437A007 3/4" MALE SHARKBITE CONNECTOR	EA	6.000 8.040	48.24
	9TS0453 SERV SINK FCT B-0665-BSTR	EA	1.000 162.700	162.70
	591I042 STRAINER TAMER WRENCH Fully backordered	EA	.000 27.000 1.000	.00
	591I188 CUP STYLE STRAINER WRENCH Fully backordered	EA	.000 43.300 1.000	.00
	591I076 *RATCHET PIPE CUTTER ***	EA	1.000 71.530	71.53
	591I189 STEP DOWN RADIATOR KEY	EA	1.000 15.270	15.27
	591I609 EASY CUT FAUCET REMOVAL TOOL	EA	1.000 38.000	38.00
	0100 NT ALBANY NY			.00

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
951568	2

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/14/12	7/14/12

EXPORT	CURRENCY
N	

TERMS	SELLER ID
2% 10 net 30	

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755641	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102571		6/14/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			

NET SALES	378.52	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	7.57
FREIGHT	.00	AMOUNT DUE	378.52
TAXES	.00		

ORIGINAL INVOICE

Tracking Detail Share Like 920k Print Help A A A

1Z1597380351427214

Updated: 07/24/2013 1:55 P.M. Eastern Time

Delivered

Delivered On:
Friday, 06/15/2012 at 10:01 A.M.

Left At:
Dock

Signed By:
HARRIS

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

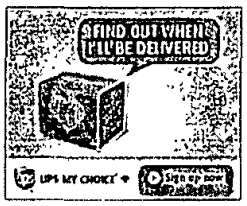
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress What's This?

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved.

CREST/GOOD
MANUFACTURING CO. INC.
90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Main Fabrication Shop
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
951657	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/18/12	7/18/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30.

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755541	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102621		6/18/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	591I076	EA	1.000	
	*RATCHET PIPE CUTTER ***		71.530	71.53
	591I013	EA	1.000	
	104 RIDGID TIGHT PL TBG CUTTER		24.310	24.31
	591I024	EA	3.000	
	CL/SEAT BOLT WRENCH 309		35.100	105.30
	856P041	EA	4.000	
	*CLSD REG W/CVR WHT #200***		19.970	79.88
	0100 NT ALBANY NY			.00

NET SALES	281.02	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	5.62
FREIGHT	.00	AMOUNT DUE	281.02
TAXES	.00		

ORIGINAL INVOICE

United States

New User | Log-In | Contact UPS | The UPS Store Search Sub

My UPS Shipping Tracking Freight Locations Support UPS Solutions

Tracking Number Track Log-In for additional tracking details. Other Tracking Options

Tracking Detail

Share Like 920k Print Help A A A

1Z1597380349923423

Updated 07/24/2013 1.53 P.M Eastern Time

Delivered

Delivered On:
Tuesday, 06/19/2012 at 9:54 A.M.

Left At:
Dock

Signed By:
BOWEN

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

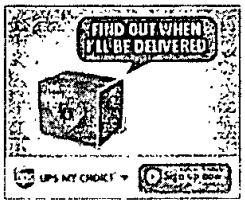
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress

What's This?

Subscribe to UPS E-mail: Enter e-mail address Sign Up » View Examples Site Feedback

Contact UPS
Browse Online Support
E-mail UPS
Live Chat
Call Customer Service

Support
Get Started
Register
Open a Shipping Account
Change Your Delivery

Solutions for:
Healthcare
Small Business
High Tech
More

Other UPS Sites:
Select a website Su

Follow us:

WE ♡ LOGISTICS

Home About UPS Site Guide Investors Careers Pressroom UPS Global UPS Mobile UPS Blog

Service Terms and Conditions Website Terms of Use Privacy Notice Your California Privacy Rights Protect Against Fraud

Copyright © 1994-2013 United Parcel Service of America, Inc All rights reserved

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Main Address To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
951686	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/19/12	7/19/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755719	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102681		6/19/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	890T010 ANG STOP 3/8C X 1/2 FIP BV	EA	4.000 3.500	14.00
	335S045 3/8 COMP X 1/2IP X 36 SS	EA	4.000 6.360	25.44
	894B003 1/2 " BOILER DRAIN, 1/4 TURN	EA	1.000 7.660	7.66
	337A003 COPPER ADAPTER 1/2"CX1/2"M	EA	4.000 1.300	5.20
	347A003 1/2 CXF IP FEMALE ADAPTER	EA	4.000 1.980	7.92
	866C002 1/2" FLOOR/CEILING PLATE Fully backordered	EA	.000 1.280 2.000	.00
	763B001 1/2" X 1" CLOSE BRASS NIPPLE	EA	4.000 1.960	7.84
	893B004 *3/4"FULL PORT BALL VLV IPS***	EA	2.000 7.550	15.10

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
951686	2

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/19/12	7/19/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755719	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102681		6/19/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	504I819	EA	2.000	
	LENOX 8" DIAMOND CA IRON BLADE		16.100	32.20
	947L004	EA	1.000	
	LAWLER MIX VALVE W/ TEMP GAUGE		560.100	560.10
	0100 NT ALBANY NY			.00

NET SALES	675.46	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	13.50
FREIGHT	.00	AMOUNT DUE	675.46
TAXES	.00		

ORIGINAL INVOICE

United States

New User | Log-In | Contact UPS | The UPS Store Search Sub

My UPS Shipping Tracking Freight Locations Support UPS Solutions

Tracking Number Track Log-In for additional tracking details. Other Tracking Options

Tracking Detail Share Like 920k Print Help A A A

1Z1597380349509621 Updated: 07/24/2013 1:54 P.M. Eastern Time

Delivered

Delivered On:
Wednesday, 06/20/2012 at 11:57 A.M

Left At:
Mail Room

Signed By:
MELENDEZ

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

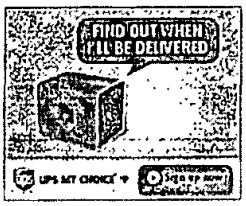
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress What's This?

Subscribe to UPS E-mail: *Enter e-mail address* Sign Up » View Examples Site Feedback

Contact UPS
Browse Online Support
E-mail UPS
Live Chat
Call Customer Service

Support
Get Started
Register
Open a Shipping Account
Change Your Delivery

Solutions for:
Healthcare
Small Business
High Tech
More...

Other UPS Sites:
Select a website

Follow us:

WE ♡ LOGISTICS

Home About UPS Site Guide Investors Careers Pressroom UPS Global UPS Mobile UPS Blog

Service Terms and Conditions Website Terms of Use Privacy Notice Your California Privacy Rights Protect Against Fraud

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road • San Carlos, CA 94070
Nationwide: 1-800-645-1251 • Fax: 516-921-4607
California: 1-800-862-7378 • Fax: 650-593-4488
www.crestgood.com

Remit To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
951765	1

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
ATTN: JAMES MAINT
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/21/12	7/21/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV
1 3328832	CO 755660	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102763		6/21/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	..DROP SHIP..			
	9TS0691	EA	1.000	
	FEMALE INLET GLASS FILLER		175.500	175.50
	UPS			8.42
	0100 NT ALBANY NY			.00

NET SALES	175.50	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	3.51
FREIGHT	8.42	AMOUNT DUE	183.92
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below

Tracking Number:	1Z2240150318639943
Service:	UPS GROUND
Delivered On:	06/22/2012 10:22 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Front Desk

Thank you for giving us this opportunity to serve you

Sincerely,

UPS

Tracking results provided by UPS: 07/24/2013 2:52 P M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL REMITTANCE TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO	PAGE
951826	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/22/12	7/22/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755690	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102799		6/22/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	SP (528364) SHARKBITE FITTING	EA	6.000 8.550	51.30
	UPS			6.51
	0100 NT ALBANY NY			.00

NET SALES	51.30	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	1.02
FREIGHT	6.51	AMOUNT DUE	57.81
TAXES	.00		

ORIGINAL INVOICE

Tracking Detail

1Z1597380349683862

Updated: 07/24/2013 1:55 P.M. Eastern Time

Delivered

Delivered On:
Monday, 06/25/2012 at 10:21 A.M.

Left At:
Dock

Signed By:
BOWEN

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

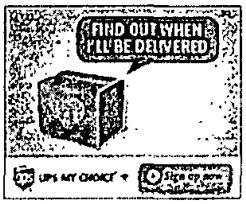
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress What's This?

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

RE: 06/20/15
REMIT TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
951989	1

SHIP TO
MOUNT VERNON HOSPITAL
12 NORTH 7TH AVE
ATTN: JAMES-MAINT
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
6/28/12	7/28/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755745	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
102954		6/28/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 DROP SHIP			
	SP (528439) BRADLEY S1944011BBC	EA	1.000 314.280	 314.28
	UPS			10.00
	0100 NT ALBANY NY			.00

NET SALES	314.28	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	6.28
FREIGHT	10.00	AMOUNT DUE	324.28
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below

Tracking Number:	1Z5857070374320099
Service:	UPS GROUND
Delivered On:	05/07/2012 9:24 A.M.
Delivered To:	MOUNT VERNON, NY, US
Signed By:	BOWEN
Left At:	Dock

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 07/24/2013 3:02 P.M. ET

Print This Page Close Window

CREST/GOOD MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
952191	1

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/06/12	8/05/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755641	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
103189		7/06/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 Previous invoice 951618			
	591I042 STRAINER TAMER WRENCH	EA	1.000 27.000	27.00
	591I188 CUP STYLE STRAINER WRENCH	EA	1.000 43.300	43.30
	0100 NT ALBANY NY			.00

NET SALES	70.30	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	1.40
FREIGHT	.00	AMOUNT DUE	70.30
TAXES	.00		

ORIGINAL INVOICE

United States

New User | Log-In | Contact UPS | The UPS Store | Search | Sub

My UPS Shipping Tracking Freight Locations Support UPS Solutions

Tracking Number | Track | Log-In for additional tracking details. | Other Tracking Options

Tracking Detail

Share Like 920k Print Help A A A

1Z1597380349935947

Updated: 07/24/2013 1 56 P M. Eastern Time

Delivered

Delivered On:
Monday, 07/09/2012 at 8.24 P.M.

Left At:
Met Customer Man

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

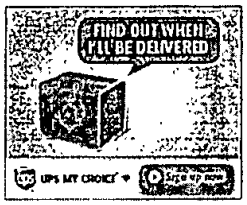
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress What's This?

Subscribe to UPS E-mail: Enter e-mail address | Sign Up » | View Examples | Site Feedback

Contact UPS
Browse Online Support
E-mail UPS
Live Chat
Call Customer Service

Support
Get Started
Register
Open a Shipping Account
Change Your Delivery

Solutions for:
Healthcare
Small Business
High Tech
More

Other UPS Sites:
Select a website | Su

Follow us:

WE ♡ LOGISTICS

Home About UPS Site Guide Investors Careers Pressroom UPS Global UPS Mobile UPS Blog

Service Terms and Conditions Website Terms of Use Privacy Notice Your California Privacy Rights Protect Against Fraud

Copyright © 1994-2013 United Parcel Service of America, Inc All rights reserved

CREST/GOOD
MANUFACTURING CO. INC.
90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
952244	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/10/12	8/09/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV
1 3328832	CO 756150	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
103245		7/10/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	335S045	EA	3.000	
	3/8 COMP X 1/2IP X 36 SS		6.360	19.08
	Backordered		3.000	
	335S003	EA	6.000	
	*1/2IP X3/8COMP X 20 SS		5.880	35.28
	337B002	EA	6.000	
	3/8 OD 1/2 MIP5375LB STRAIGHT		2.700	16.20
	763B001	EA	6.000	
	1/2" X 1" CLOSE BRASS NIPPLE		2.880	17.28
	893B003	EA	6.000	
	*1/2"FULL PORT B/VALVE IPS ***		5.040	30.24
	866C004	EA	6.000	
	FLOOR & CEILING PLATE1"		1.440	8.64
	866C005	EA	6.000	
	FLOOR & CEILING PLATE 1 1/4"		2.200	13.20
	866C006	EA	6.000	
	1 1/2 FLOOR/CEILING PLATE		2.400	14.40

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
952244	2

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/10/12	8/09/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV
1 3328832	CO 756150	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
103245		7/10/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	866C007	EA	6.000	
	FLOOR & CEILING 2"		2.600	15.60
	0100 NT ALBANY NY			.00

NET SALES	169.92	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	3.39
FREIGHT	.00	AMOUNT DUE	169.92
TAXES	.00		

ORIGINAL INVOICE

Tracking Number | Track | Log-In for additional tracking details. | Other Tracking Options

Tracking Detail

Share Like 920k Print Help A A A

1Z1597380350703266

Updated: 07/24/2013 1 56 P M. Eastern Time

Delivered

Delivered On:
Wednesday, 07/11/2012 at 10.30 A.M

Left At:
Receiver

Signed By:
HARRIS

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

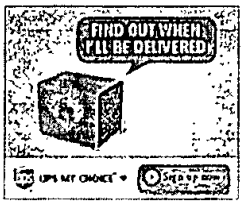
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress

What's This?

Copyright © 1994-2013 United Parcel Service of America, Inc All rights reserved



CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 880A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

MAIL PAYMENTS TO:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
952310	1

SHIP TO
MOUNT VERNON HOSPITAL
12 N. 7TH AVE.
ATTN: JAMES-MAINT DEPT
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/12/12	8/11/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 755751	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
103318		7/12/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	SP (528429) T & S B0231-02 MOD W/BWH4-CR	EA	2.000 220.390	 440.78
	UPS			12.50
	0100 NT ALBANY NY			.00

NET SALES	440.78	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	8.81
FREIGHT	12.50	AMOUNT DUE	453.28
TAXES	.00		

ORIGINAL INVOICE

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z2240150318703579
Service:	UPS GROUND
Delivered On:	07/09/2012 10:07 A.M.
Delivered To:	MOUNT VERNON, NY, US
Left At:	Rear Door

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 07/24/2013 2:56 P.M. ET

Print This Page Close Window

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Remit To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
952397	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/16/12	8/15/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 756150	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
103412		7/16/12	.000 EA

LINE NO.	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 Previous invoice 952244			
	335S045 3/8 COMP X 1/2IP X 36 SS	EA	3.000 6.360	19.08
	0100 NT ALBANY NY			.00

NET SALES	19.08	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	.38
FREIGHT	.00	**AMOUNT DUE**	19.08
TAXES	.00		

ORIGINAL INVOICE

Tracking Number Track Log-In for additional tracking details Other Tracking Options

Tracking Detail Share Like 920k Print Help A A A

1Z1597380351873125 Updated: 07/24/2013 1:58 P.M. Eastern Time

Delivered

Delivered On:
Tuesday, 07/17/2012 at 12 08 P.M.

Left At:
Mail Room

Signed By:
HARRIS

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

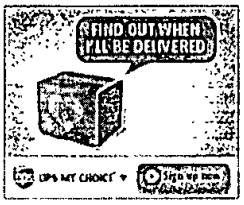
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress What's This?

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
952512	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/19/12	8/18/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 756228	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
103557		7/19/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	437T001	EA	3.000	
	1/2" SHARKBITE T		10.680	32.04
	Backordered		1.000	
	437T002	EA	4.000	
	3/4" SHARKBITE T		13.800	55.20
	895B031	EA	2.000	
	1/2 MIP NO KINK HOSE BIBB		13.130	26.26
	591I810	EA	1.000	
	BASIN BUDDY		34.000	34.00
	TSB502	EA	2.000	
	PEDAL VALVE		176.760	353.52
	SP (528852)	EA	6.000	
	1/2 BRASS ST 90		4.880	29.28
	SP (528852)	EA	6.000	
	1/2 BRASS COUPLING		3.700	22.20
	SP (528852)	EA	1.000	
	RIGID CABLE 5/8 X 100		322.980	322.98

NET SALES		TRADE DISCOUNT	
MISC. CHARGES		TERMS DISCOUNT	
FREIGHT		AMOUNT DUE	
TAXES			

ORIGINAL INVOICE

CREST/GOOD
MANUFACTURING CO. INC.
90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO	PAGE
952512	2

Claims

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/19/12	8/18/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV
1 3328832	CO 756228	99403	MV23898	

SHIP NO	SHIP VIA	SHIP DATE	SHIP WEIGHT
103557		7/19/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800			
	SP (528852)	EA	6.000	
	1/2 BRASS 90		3.550	21.30
	SP (528852)	EA	6.000	
	1/2 BRASS T		3.900	23.40
	UPS			45.06
	0100 NT ALBANY NY			.00

NET SALES	920.18	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	18.40
FREIGHT	45.06	AMOUNT DUE	965.24
TAXES	.00		

ORIGINAL INVOICE

United States

Tracking Number Track Log-In for additional tracking details Other Tracking Options

Tracking Detail Share Like 920k Print Help A A A

1Z1597380349111087 Updated: 07/24/2013 1:57 P.M. Eastern Time

Delivered

Delivered On:
Friday, 07/20/2012 at 10:15 A.M.

Left At:
Dock

Signed By:
MCM

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

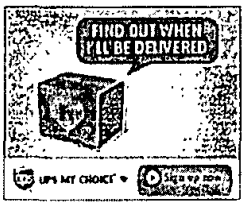
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress What's This?

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved.

CREST/GOOD
MANUFACTURING CO. INC.

90 Gordon Drive · Syosset, NY 11791
Branch Office: 380A Industrial Road · San Carlos, CA 94070
Nationwide: 1-800-645-1251 · Fax: 516-921-4607
California: 1-800-862-7378 · Fax: 650-593-4488
www.crestgood.com

Mail Payments To:
CREST/GOOD MFG. CO.
90 GORDON DRIVE SUITE A
SYOSSET, NY 11791

INVOICE

INVOICE NO.	PAGE
952602	1

SHIP TO
MOUNT VERNON HOSPITAL
ATTN MAINTENANCE
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

SOLD TO
MOUNT VERNON HOSPITAL
ATT ENGINEERING DEPT
12 NORTH 7TH AVE
MOUNT VERNON 2 NY 10550
USA

NOTE: If you would prefer to receive your invoices by e-mail please e-mail sharlenez@crestgood.com

INVOICE DATE	DUE ON
7/23/12	8/22/12

EXPORT	CURRENCY
N	

TERMS: 2% 10 net 30

SELLER ID:

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
1 3328832	CO 756228	99403	MV23898	

SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT
103617		7/23/12	.000 EA

LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	Reference order number SB800 Previous invoice 952512			
	437T001	EA	1.000	
	1/2" SHARKBITE T		10.680	10.68
	0100 NT ALBANY NY			.00

NET SALES	10.68	TRADE DISCOUNT	.00
MISC. CHARGES	.00	TERMS DISCOUNT	.21
FREIGHT	.00	AMOUNT DUE	10.68
TAXES	.00		

ORIGINAL INVOICE

Tracking Number Track Log-In for additional tracking details Other Tracking Options

Tracking Detail

Share Like 920k Print Help A A A

1Z1597380351089643

Updated: 07/24/2013 1.57 P.M. Eastern Time

Delivered

Delivered On:
Tuesday, 07/24/2012 at 12:05 P.M.

Left At:
Mail Room

Signed By:
SODERSTORM

Proof of Delivery

Request Status Updates »

Never track again! Get FREE alerts for all packages coming to your home.

Continue

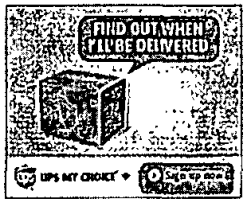
I am already a UPS My Choice Member

Shipping Information

To:
MOUNT VERNON, NY, US

Shipped By

UPS GROUND



Additional Information

Type: Package

Shipment Progress

What's This?

Copyright © 1994-2013 United Parcel Service of America, Inc. All rights reserved

PLEASE PRESS FIRMLY

EXPRESS® MAIL
UNITED STATES POSTAL SERVICE

Flat Rate Mailing Envelope

For Domestic and International Use

Visit us at usps.com

UNITED STATES POSTAL SERVICE

1007

U.S. POSTAGE
PAID
SYOSSET, NY
11791
AUG 21, 13
AMOUNT

$22.50
00087151-14

When used int
affix customs c
(PS Form 2976

EI 843668743 US

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Mailing Label
Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	Employee Signature
Mo. Day	☐ AM ☐ PM	
Delivery Attempt	Time	Employee Signature
Mo. Day	☐ AM ☐ PM	
Delivery Date	Time	Employee Signature
Mo. Day	☐ AM ☐ PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No.

Federal Agency Acct. No. or Postal Service Acct. No.

☐ WAIVER OF SIGNATURE *(Domestic Mail Only)*
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

☐ NO DELIVERY ☐ Weekend ☐ Holiday

Mailer Signature

ORIGIN (POSTAL SERVICE USE ONLY)

ZIP Code	Day of Delivery	Postage
11791	☐ Next ☐ 2nd ☐ 2nd Del. Day	$ 10.95
Date Accepted	Scheduled Date of Delivery	Return Receipt Fee
Mo. 8 Day 21 Year 13	Month 8 Day 22	$ 2.55
Time Accepted	Scheduled Time of Delivery	COD Fee / Insurance Fee
12:26 ☐ AM ☐ PM	☐ Noon ☐ 3 PM	$ / $
Flat Rate ☐ or Weight	Military	Total Postage & Fees
lbs. 13 ozs	☐ 2nd Day ☐ 3rd Day	$ 22.50
	Int'l Alpha Country Code	Acceptance Emp. Initials

FROM: (PLEASE PRINT) PHONE (516) 921-7760

Crest/Good Mfg. Co., Inc.
90 Gordon Dr., Suite A
Syosset, NY 11791

RETURN RECEIPT REQUESTED

TO: (PLEASE PRINT) PHONE (

Scans Shore Medical Center of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

4 3 0 1 7 + [ ] [ ] [ ] [ ]

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

EMS

RETURN RECEIPT REQUESTED

USPS packag
awarded Crac
for their ecolo
For more infor
mbdc.com/us

Cradle to Cradle Cer

Please recycle.

PRESS HARD. YOU ARE MAKING 3 COPIES.
Doc 1135-7 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
13-22840-rdd Part 5 Pg 72 of 72

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
CRYOLIFE

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN - 3 2014

Name and Addresses Where Notices Should be Sent:
1655 ROBERTS BLVD NW
KENNESAW GA 30144

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
1000538

1. BASIS FOR CLAIM:
☑ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN). 5/15/2012 and 5/24/2012

3. DESCRIPTION OF CLAIM (IF KNOWN):
2 SAPHENOUS VEINS PURCHASED AT $8,350.00 each.

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 17,370.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: KAREN GITAU
Title: ACCOUNTING MANAGER
Company: CRYOLIFE
Address and telephone number (if different from notice address above):

(Signature) 12/27/2013 (Date)

Telephone number: 678-290-4340 email: Gitau.Karen@cryolife.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01112
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

CryoLife®
Life Restoring Technologies®

1655 Roberts Blvd, NW
Kennesaw, GA 30144
USA

Phone: (800) 438-8285
Fax: (770) 590-3758
Internet: www.cryolife.com

Invoice

Billing Address

MT VERNON (NY) HOSP
ACCOUNTS PAYABLE
12 N 7TH AVE
MOUNT VERNON NY 10550

Shipping Address

MT VERNON (NY) HOSP
ATTN: OR ROBERT/LUCY
12 N 7TH AVE
MOUNT VERNON NY 10550

Information

Invoice Number	90217032
Invoice Date	05/15/2012
Purchase Order No.	MV24198
Packing List Number	80229389
Sales Order Number	234386
Payment Terms	Net due in 30 days
Tech Rep	MELISSA DeVITA
Currency	USD
Customer Number	1000538

Invoice Details

Item	Material Description	Quantity	Unit Price	Amount
0010	V010 SAPHENOUS VEIN Lot/Serial: 9958291 Description- 4MM - 6MM X 78CM *CASE DATE 05/17/2012* *DR RAVIKUMAR*	1.0 EA	8,350.00	8,350.00
			Subtotal	8,350.00
			Adjustments	0.00
			Net Invoice	8,350.00
			Freight-Premium	300.00
			Hold & Deliver	35.00
			Total Tax	0.00
			Total Invoice	**$ 8,685.00**

Remit payment to CryoLife, P.O. Box 102312, Atlanta, GA 30368-2312

CryoLife®
Life Restoring Technologies®

1655 Roberts Blvd, NW
Kennesaw, GA 30144
USA

Phone: (800) 438-8285
Fax: (770) 590-3758
Internet: www.cryolife.com

Invoice

Billing Address

MT VERNON (NY) HOSP
ACCOUNTS PAYABLE
12 N 7TH AVE
MOUNT VERNON NY 10550

Shipping Address

MT VERNON (NY) HOSP
OR FRONT DESK
12 N 7TH AVE
MOUNT VERNON NY 10550

Information

Invoice Number	90217660
Invoice Date	05/24/2012
Purchase Order No.	MV24284
Packing List Number	80230080
Sales Order Number	235248
Payment Terms	Net due in 30 days
Tech Rep	MELISSA DeVITA
Currency	USD
Customer Number	1000538

Invoice Details

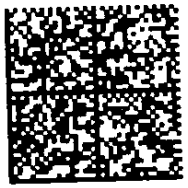
Item	Material Description	Quantity	Unit Price	Amount
0010	V010 SAPHENOUS VEIN Lot/Serial: 10000090 Description- 5MM - 6MM X 77CM *CASE DATE 05/25/2012* *DR RAVIKUMAR*	1.0 EA	8,350.00	8,350.00
			Subtotal	8,350.00
			Adjustments	0.00
			Net Invoice	8,350.00
			Freight-Premium	300.00
			Hold & Deliver	35.00
			Total Tax	0.00
			Total Invoice	**$ 8,685.00**

Remit payment to CryoLife, P.O. Box 102312, Atlanta, GA 30368-2312

13-22840-rdd Doc 1135-8 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 6) Pg 4 of 42

CryoLife®
Life Restoring Technologies®

1655 Roberts Boulevard NW
Kennesaw, Georgia 30144



UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004281548
$ 00.46⁰
DEC 30 2013
MAILED FROM ZIP CODE 30144

SOUND SHORE MEDICAL OF WESTCHESTER
C/O GCG, INC
P. O. BOX 9982
DUBLIN OH 43017-5982

43017$5982

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
D. R. S.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent:
D. R. S.
54C FRANKLIN AVE.
MASSAPEQUA, NY 11758

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known) _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify: _____

2. DATE DEBT WAS INCURRED (IF KNOWN): FEBRUARY 2013 THRU MAY 2013

3. DESCRIPTION OF CLAIM (IF KNOWN):
MEDICAL REVIEW OFFICER SERVICE

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 63,00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests Do not send original documents. If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY. To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: STEPHEN SCHWARTZ
Title: PRESIDENT
Company: CLINICAL LOAD DBA D.R.S.

(Signature) 12/26/2013 (Date)

Address and telephone number (if different from notice address above):

Telephone number: 800-526-9341 email: STEVE@DRS.MRO.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.,* c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.,* c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01085
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

D.R.S.
(formerly Doctors Review Service)
PO Box 3224
Farmingdale, NY 11735-0675

Invoice

Date: 2/28/13
Number: 192508

MOUNT VERNON HOSPITAL
12 N 7TH AVE
MOUNT VERNON,NY 10550
ATTN: DR K CHUNG/JENNIFOR HALL

FEIN: 11-2792316
Phone: (914) 664-8000 x3077
Protocol: FAX
PONumber:
Terms: ON RECEIPT

MOUNT VERNON HOSPITAL

ReportDate	PatientID	SSN	FirstName	LastName	Service	Vendor	Price
2/1/13	7549637		DORIS	BANAHENE	MRO Service		$3.50
2/2/13	7549638		SUANNE	STEINMAN	MRO Service		$3.50
2/2/13	7549635		BETTY	MALIK	MRO Service		$3.50
2/3/13	7549634		MARIA	BENNETT	MRO Service		$3.50
2/8/13	7549633		EDITHA B	COOKE	MRO Service		$3.50
2/16/13	2752069		ANN	JOHNSON	MRO Service		$3.50
2/19/13	2752068		ANDREA	TASSONE	MRO Service		$3.50
			MOUNT VERNON HOSPITAL				**$24.50**
						Grand Total:	**$24.50**

Contact Us For New Supervisor Training Option
Please Pay On Invoice

D.R.S.
(formerly Doctors Review Service)
PO Box 3224
Farmingdale, NY 11735-0675

Invoice

Date: 3/31/13
Number: 193214

MOUNT VERNON HOSPITAL
12 N 7TH AVE
MOUNT VERNON,NY 10550
ATTN: DR K CHUNG/JENNIFOR HALL

FEIN: 11-2792316
Phone: (914) 664-8000 x3077
Protocol: FAX
PONumber:
Terms: ON RECEIPT

MOUNT VERNON HOSPITAL

ReportDate	PatientID	SSN	FirstName	LastName	Service	Vendor	Price
3/5/13	2752071		PATRICIA	MARROW	MRO Service		$3.50
3/16/13	2752079		LEWIS	CARPENTER	MRO Service		$3.50
3/19/13	2752075		SERENA	WYNN	MRO Service		$3.50
3/19/13	2752076		LINDA	RAMNATH	MRO Service		$3.50
3/19/13	2752077		DENISE	LOPEZ	MRO Service		$3.50
3/19/13	7549631		PATRICIA	MORROW	MRO Service		$3.50
3/19/13	7549632		ANN	JOHNSON	MRO Service		$3.50
			MOUNT VERNON HOSPITAL				**$24.50**
						Grand Total:	**$24.50**

Contact Us For New Supervisor Training Option
Please Pay On Invoice

D.R.S.
(formerly Doctors Review Service)
PO Box 3224
Farmingdale, NY 11735-0675

Invoice

Date: 4/30/13
Number: 193885

MOUNT VERNON HOSPITAL
12 N 7TH AVE
MOUNT VERNON,NY 10550
ATTN: DR K CHUNG/JENNIFOR HALL

FEIN: 11-2792316
Phone: (914) 664-8000 x3077
Protocol: FAX
PONumber:
Terms: ON RECEIPT

MOUNT VERNON HOSPITAL

ReportDate	PatientID	SSN	FirstName	LastName	Service	Vendor	Price
4/8/13	2752081		KIMNIKA	PEARSON	MRO Service		$3.50
4/23/13	2752082		RACHEL	TIRADO	MRO Service		$3.50
			MOUNT VERNON HOSPITAL				**$7.00**
						Grand Total:	**$7.00**

Contact Us For New Supervisor Training Option
Please Pay On Invoice

D.R.S.
(formerly Doctors Review Service)
PO Box 3224
Farmingdale, NY 11735-0675

Invoice

Date: 5/31/13
Number: 194532

MOUNT VERNON HOSPITAL
12 N 7TH AVE
MOUNT VERNON,NY 10550
ATTN: DR K CHUNG/JENNIFOR HALL

FEIN: 11-2792316
Phone: (914) 664-8000 x3077
Protocol: FAX
PONumber:
Terms: ON RECEIPT

MOUNT VERNON HOSPITAL

ReportDate	PatientID	SSN	FirstName	LastName	Service	Vendor	Price
5/24/13	2752083		LAMESHA	SPRUILL	MRO Service		$3.50
5/29/13	2752084		SAM	TORRICE	MRO Service		$3.50
			MOUNT VERNON HOSPITAL				**$7.00**
						Grand Total:	**$7.00**

Contact Us For New Supervisor Training Option
Please Pay On Invoice

13-22840-rdd Doc 1135-8 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 6) Pg 10 of 42

D.R.S.
546 Franklin Ave.
Massapequa, NY 11758

Hasler
12/27/2013
US POSTAGE
FIRST-CLASS MAIL
$00.46[0]
ZIP 11758
011D11623079

SOUND SHORE MEDICAL OF WESTCHESTER, ET AL
C/O GCG, INC.
P.O. BOX 9982
DUBLIN, OH 43017-5982

43017596282

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Dr Patricia Ann Devine

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. JAN 28 2014

Name and Addresses Where Notices Should be Sent:
Dr Patricia Ann Devine
8 Hageman Court
Katonah New York. 10536

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other (Specify): insurance tail pension sick days vacation days see attached

2. DATE DEBT WAS INCURRED (IF KNOWN): 5/29/13 - 11/6/13

3. DESCRIPTION OF CLAIM (IF KNOWN): malpractice insurance tail, pension, sick days & vacation days

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 185113.55 (Total)

5 CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief

Print Name: Patricia Ann Devine
Title: MD
Company: _____
Address and telephone number (if different from notice address above):

Patricia Ann Devine (Signature) 1/18/14 (Date)

Telephone number: 914-248-5929 email: zitodevine@aol.com

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01247
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

1/21/14

Patricia Ann Devine

① Malpractice Insurance Tail 164,000

② Pension for 5 months 6049.33

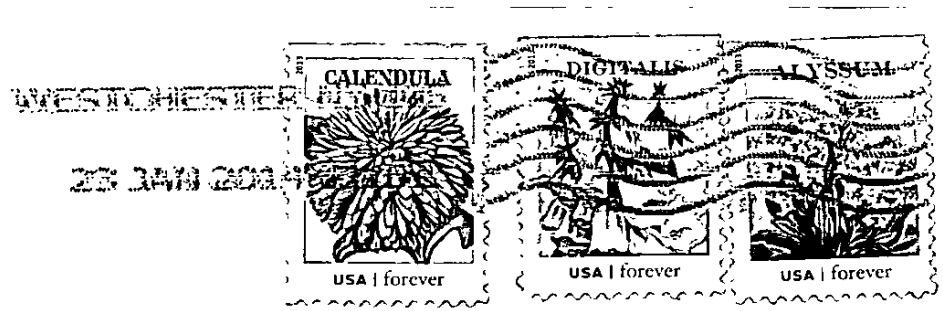
113,700 X .0744 = 8459.28
106,300 X .057 = 6059.10
14518.38
÷ 12
1209.865 X 5 months = 6049.33

③ 5 vacation days
200.8563 X 7.5 X 5 = 7532.11

④ 5 sick days
200.8563 X 7.5 X 5 = 7532.11

Total 185 113.55

Patricia Ann Devine, MD
8 Hageman Court
Katonah NY
10536



Sound Shore Medical of Westchester
c/o GCG Inc
PO Box 9982
Dublin Ohio
43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Employee University

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 07 2014

Name and Addresses Where Notices Should be Sent:
Employee University
RR1 Box 871
Sugar Grove OH 43155

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR.

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 6/27/13

3. DESCRIPTION OF CLAIM (IF KNOWN):
Corp Training DVD

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 724.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY. To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Lisa R Hanks
Title: Pres
Company: Employee University
Address and telephone number (if different from notice address above).

(Signature) Lisa R Hanks (Date) 12/29/13

Telephone number: 614-496-6264 email lhanks2@hrit.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01125
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Sugar Grove OH 43155

Sand Shore Mgd of Westchester
et. al / c/o GCG, Inc
Po Box 9982
Dublin, OHIO 43017-5982

COLUMBUS OH 431
04 JUN 2014 PM 2 L

9301 7559 8292

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U S C §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
ESTATE OF EDWARD

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN - 2 2014

Name and Addresses Where Notices Should be Sent
LOUIS POLIMANO
3DD K 204 2ST
BRONX, N.Y 10467

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR.

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☑ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U S C § 1114(a) ☐ Other(Specify:_____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN): Medical Malpractice

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ _____ **(Total)**

5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☐ I am the creditor. ☑ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: LOUIS POLIMANO
Title: ATTORNEY
Company: _____
Address and telephone number (if different from notice address above).
3DD K 204 2ST
BRONX, NY 10467
718-515-4500

(Signature) 12/27/13 (Date)

Telephone number: 718-515-4500 email: POLIMANO26@GMAIL.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01108
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

13-22840-rdd Doc 1135-8 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 6) Pg 17 of 42

The Law Office of Louis G. Solimano
305 East 204th Street
Bronx, New York 10467

CERTIFIED MAIL

7012 0470 0001 4595 7985

UNITED STATES POSTAL SERVICE

1000

43017

U.S. POSTAGE
PAID
YONKERS,NY
10706
DEC 30, '13
AMOUNT
$6.11
00033460-12

Sound Shore Medical Center
c/o GCG, Inc.
PO Box 9982
Dublin, OH 43017-5982

43017$5982 B050

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
The Estate of Desiree Weeks

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 13 2014

Name and Addresses Where Notices Should be Sent:
Rosenbaum & Rosenbaum, P.C.
100 Wall Street, 15th Floor
New York, New York 10005

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☑ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify:_____

2. DATE DEBT WAS INCURRED (IF KNOWN): September, 2009

3. DESCRIPTION OF CLAIM (IF KNOWN): Medical Malpractice

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 5,000,000.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary Attached is the Summons & Complaint

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Matthew T Gammons
Title: Partner
Company: Rosenbaum & Rosenbaum, P.C.
Address and telephone number (if different from notice address above):
100 Wall Street, 15th Floor
New York, New York 10005
Telephone number: 212-514-5007

(Signature) 1/7/14 (Date)

email: mg@rosenbaumnylaw.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01149
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

ROSENBAUM & ROSENBAUM, P.C.
ATTORNEYS AT LAW
100 WALL STREET
15TH FLOOR
NEW YORK, NEW YORK 10005
TEL (212) 514-5007
FAX (212) 514-9178

GEORGE D. ROSENBAUM
CRAIG D. ROSENBAUM
MATTHEW T. GAMMONS'
JAMES Z. ROSS
JONATHAN E. GOLD
'ADMITTED N.Y & MA.

www.rosenbaumnylaw.com
info@rosenbaumnylaw.com

January 7, 2014

Via Certified Mail
Sound Shore Medical of Westchester, et. al. c/o GCG, Inc.,
PO Box 9982
Dublin, Ohio 43017-5982

Re: Sound Shore Medical Center of Westchester
Our Client: Brenda Phillips as Administratix of the Estate of Desiree Weeks
Case No.: 13-22840
Our File No.: 747905

Dear Sir/Madam:

Enclosed please find an original completed Administrative Expense proof of Claim form in regards to the above mentioned matter.

Please provide our office with a stamped copy of said form acknowledging the filing of our claim. A self-addressed stamped envelope is enclosed for your convenience.

Thank you for your attention to this matter.

Very truly yours,

ROSENBAUM & ROSENBAUM, P.C.

Matthew T. Gammons

MG/ec
Enclosures

LIMITED POWER OF ATTORNEY

I, ***Brenda Brown Phillips as Administratrix of the Estate of Desiree I. Weeks***, residing in the County of Bronx and State of New York, being of sound and disposing mind and memory, do hereby make, publish and declare this to be a LIMITED POWER OF ATTORNEY.

I, ***Brenda Brown Phillips as Administratrix of the Estate of Desiree I. Weeks***, hereby appoint my attorneys, ROSENBAUM & ROSENBAUM, P.C., as my representatives authorized by law. As such I am authorizing them to execute written requests for patient information under Public Health Law 18 and to sign all Authorizations for Release of Health Information Pursuant to HIPAA for the sole purpose of my potential or ongoing lawsuit.

This Limited Power of Attorney shall take effect immediately. I understand that unless I revoke it, this Limited Power of Attorney will remain in effect until my claim and/or case is extinguished.

+ Brenda Brown Phillips
Signature

+ 7/25/08
Date

Sworn to before me this 25

Day of April, 2008

Hamed S. Saadeh
Notary Public

Notary Public
Hamed S. Saadeh
State of NY Bronx County
Reg. No. 01SA5071528
My Commission Exp. 01/13/2011

LETTERS OF ADMINISTRATION

File No. 609/2005

THE PEOPLE OF THE STATE OF NEW YORK

SEND GREETINGS: TO THE FIDUCIARY(S) AND OTHERS CONCERNED:

Letters are on this date granted by the Surrogate's Court of Westchester County, New York, as follows:

Name of Decedent:	DESIREE WEEKS a/k/a DESIREE INEZ WEEKS
Domicile of Decedent:	City Of New Rochelle
Date of Death:	January 18, 2005
Name of Each Fiduciary:	Brenda Brown
Type of Letters Issued:	Letters of Administration

Limitations on Letters: THE FIDUCIARY IS HEREBY RESTRAINED FROM COMPROMISING ANY CAUSE OF ACTION AND FROM COLLECTING ANY PROCEEDS THEREOF UNTIL THE FURTHER ORDER OF THIS COURT.

THE FIDUCIARY IS HEREBY RESTRAINED FROM RECEIVING ANY PROPERTY OF THE DECEDENT WHICH IN THE AGGREGATE EXCEEDS THE VALUE OF $10,000.00 UNTIL THE FURTHER ORDER OF THIS COURT.

THESE LETTERS, granted pursuant to a decree entered by the Court, authorize and empower the above named fiduciary to perform all acts requisite to the proper administration and disposition of the estate of the decedent in accordance with the decree and the laws of the State of New York, but subject to the limitations, if any, as set forth above.

IN TESTIMONY WHEREOF, the seal of the Surrogate's Court of Westchester County has been affixed.

WITNESS: Hon. Anthony A. Scarpino, Jr., Surrogate of the County of Westchester.

John W. Kelly

Chief Clerk of the Surrogate's Court

Dated: November 8, 2006

THESE LETTERS ARE NOT VALID WITHOUT THE RAISED SEAL OF THE COURT

UNITED LAWYERS

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

----------X

THE ESTATE OF DESIREE I. WEEKS, by the Intended Administratrix, BRENDA PHILLIPS, EBONY COLEMAN, by her Grandmother and Guardian, BRENDA PHILLIPS, BRIAN WEEKS, by his Grandmother and Guardian, BRENDA PHILLIPS and BRENDA PHILLIPS, individually,

Plaintiff(s),

-against-

DR. PETER FAUCI, DR. MORTON HANTMAN and SOUND SHORE MEDICAL CENTER OF WESTCHESTER,

Defendants.

----------X

Index No.: 23369-05
Date of Purchase: 11/7/05

Plaintiff designates **BRONX** County as the place of Trial.

The basis of venue is Plaintiff's residence

SUMMONS

Plaintiff's reside at
1571 Fulton Avenue
Bronx, New York 10459

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a copy of your answer, or notice of appearance on the Plaintiff's attorney within twenty (20) days after the service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgement will be taken against you by default for the relief demanded in this complaint.

Dated: New York, New York
November 3, 2005

2005 NOV -7 AM 9:25
BRONX COUNTY CLERK'S OFFICE
RECEIVED

Yours etc....

Joshua R. Kopelowitz, Esq.
Law Offices Of George David Rosenbaum
50 Broadway, 26th Floor
New York, New York 10004
212.514.5007

TO: See Attached Rider

RIDER TO SUMMONS

DEFENDANTS:

DR. PETER FAUCI
16 Guion Place
New Rochelle, New York 10802

DR. MORTON HANTMAN
16 Guion Place
New Rochelle, New York 10802

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
16 Guion Place
New Rochelle, New York 10802

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

----------X

THE ESTATE OF DESIREE I. WEEKS, by the Intended Administratrix, BRENDA PHILLIPS, EBONY COLEMAN by her Grandmother and Guardian, BRENDA PHILLIPS, BRIAN WEEKS, by his Grandmother and Guardian, BRENDA PHILLIPS and BRENDA PHILLIPS, individually,

Index No.:

Plaintiffs,

-against-

VERIFIED COMPLAINT

23369-05

DR. PETER FAUCI, DR. MORTON HANTMAN and SOUND SHORE MEDICAL CENTER OF WESTCHESTER,

Defendants.

----------X

Plaintiff's by their attorney sets forth the following as and for their complaint against defendants:

AS AND FOR A FIRST CAUSE OF ACTION

1. Upon information and belief, and at all times hereinafter mentioned, the plaintiff, BRENDA PHILLIPS, was and is the Intended Administratrix of the Estate of DESIREE I. WEEKS.

2. Upon information and belief, and at all times hereinafter mentioned, the decedent, DESIREE I. WEEKS, was caused to die on January 18, 2005.

3. Upon information and belief, and at all times hereinafter mentioned, plaintiff, BRENDA PHILLIPS, was and is a resident of the County of Bronx, State of New York.

4. Upon information and belief, and at all times hereinafter mentioned, plaintiff, EBONY COLEMAN, was and is a resident of the County of Bronx, State of New York.

2005 NOV -7 AM 9:25
COUNTY CLERK
BRONX COUNTY
RECEIVED

5. Upon information and belief, and at all times hereinafter mentioned, plaintiff, BRIAN WEEKS, was and is a resident of the County of Bronx, State of New York.

6. Upon information and belief, and at all times hereinafter mentioned, the deceased, DESIREE I. WEEKS, was a resident of the County of Westchester, State of New York, immediately prior to her death.

7. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. PETER FAUCI, maintains an office to conduct or transact business in the County of Westchester, State of New York.

8. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. PETER FAUCI, is licensed to practice medicine in the State of New York.

9. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. PETER FAUCI, held himself out as a duly qualified health care practitioner, qualified to practice medicine.

10. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. PETER FAUCI, owned, operated, controlled, managed and maintained a medical care business at 16 Guion Place, New Rochelle, New York 10802.

11. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. PETER FAUCI, was engaged the business of providing health care, medical consultation, surgical care, medical treatment, diagnostic analysis and medical services to the public at the aforementioned location.

12. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. PETER FAUCI, undertook to examine, diagnose, advise, provide medical care, surgical care and

treatment to the plaintiff, and in doing so owed to the plaintiff a duty to use a degree of care, skill, caution and diligence reasonably expected, generally exercised, practiced and required of medical professionals within the community and the State of New York.

13. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. MORTON HANTMAN, is licensed to practice medicine in the State of New York.

14. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. MORTON HANTMAN, maintains an office to conduct or transact business in the County of Westchester, State of New York.

15. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. MORTON HANTMAN, held himself out as a duly qualified health care practitioner, qualified to practice medicine.

16. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. MORTON HANTMAN, owned, operated, controlled, managed and maintained a medical care business at 16 Guion Place, New Rochelle, New York 10802.

17. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. MORTON HANTMAN, was engaged in the business of providing health care, medical consultation, surgical care, medical treatment, diagnostic analysis and medical services to the public at the aforementioned location.

18. Upon information and belief, and at all times hereinafter mentioned, defendant, DR. MORTON HANTMAN, undertook to examine, diagnose, advise, provide medical care, surgical care and treatment to the plaintiff, and in doing so owed to the plaintiff a duty to use a degree of care, skill, caution and diligence reasonably expected, generally exercised, practiced and required

of medical professionals within the community and the State of New York

19. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, was and is a foreign corporation, duly formed, existing and authorized to do business pursuant to the laws of the State of New York.

20. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, was and is a domestic corporation, duly formed, existing and authorized to conduct business under and by virtue of the laws of the State of New York.

21. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, was and is a partnership, duly formed, existing and authorized to conduct business under and by virtue of the laws of the State of New York.

22. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, was and is a sole proprietorship, duly formed, existing and authorized to conduct business under and by virtue of the laws of the State of New York.

23. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, was and is a medical facility with its principal location at 16 Guion Place, New Rochelle, New York 10802, in the County of Westchester, State of New York.

24. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, owned the medical facility located

at 16 Guion Place, New Rochelle, New York 10802.

25. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, operated the medical facility located at 16 Guion Place, New Rochelle, New York 10802.

26. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, controlled the medical facility located at 16 Guion Place, New Rochelle, New York 10802.

27. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, managed the medical facility located at 16 Guion Place, New Rochelle, New York 10802.

28. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, maintained the medical facility located at 16 Guion Place, New Rochelle, New York 10802.

29. Upon information and belief, defendant, DR. PETER FAUCI was and is an agent, servant, employee, independent contractor and/or licensee of the defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER.

30. Upon information and belief, defendant, DR. MORTON HANTMAN was and is an agent, servant, employee, independent contractor and/or licensee of the defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER.

31. Upon information and belief, and at all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, managed, maintained, supervised and conducted the operations of the medical facility as a function of its corporate business

existence, did then and there maintain, own and operate said medical facility for the care, diagnosis and treatment of injured and ailing persons and did hold itself out to the public as a medical facility where patients could be diagnosed, treated, cared for as well as having medical specialists and other competent medical and other personnel to provide professional medical services to the public.

32. At all times hereinafter mentioned, defendant, SOUND SHORE MEDICAL CENTER OF WESTCHESTER, had a duty to provide professional medical services to patients, referrals, and the public and had a further duty to scree, hire and train medical personnel to provide reasonable health care and treatment for patients and referrals under their care.

33. Upon information and belief, decedent, DESIREE I. WEEKS, came under the care and treatment of the defendants for the purpose of receiving diagnostic testing and analysis, medical care and attention on or about December, 1999.

34. Upon information and belief, decedent, DESIREE I. WEEK's medical condition was misdiagnosed by the defendants, by their servants, employees, agents, workers, independent contractors and/or licensees in that they failed to properly and accurately analyze the findings, and by extension failed to properly and accurately diagnose said decedent's medical condition.

35. The medical care, diagnosis, treatment, medical procedures and supervisory care provided by the defendants, DR. PETER FAUCI, DR. MORTON HANTMAN, and SOUND SHORE MEDICAL CENTER OF WESTCHESTER, by their agents, servants, employees, independent contractor, licensee and/or worker was rendered in a negligent, careless, reckless, incompetent and unprofessional manner, resulting in decedent, DESIREE WEEKS's untimely and wrongful death.

36. The defendants, DR. PETER FAUCI, DR. MORTON HANTMAN and SOUND SHORE MEDICAL CENTER OF WESTCHESTER, undertook to care for, examine, diagnose, treat, monitor and advise the decedent, DESIREE I. WEEKS, and in doing so, owed said decedent a reasonable and adequate degree of care, skill, competence, caution, diligence, generally embraced, exercised and adhered to by other such medical personnel.

37. The defendants DR. PETER FAUCI, DR. MORTON HANTMAN and SOUND SHORE MEDICAL CENTER OF WESTCHESTER, were negligent in failing to render an accurate and proper diagnosis, failing to provide appropriate and effective medical care, treatment, monitoring and attention to decedent, DESIREE I. WEEKS, resulting in the exacerbation and aggravation of plaintiff's medical condition and causing her untimely death.

38. The defendants, DR. PETER FAUCI, DR. MORTON HANTMAN and SOUND SHORE MEDICAL CENTER OF WESTCHESTER, by their agents, servants, licensees, subordinates, staff, independent contractors and/or employees were negligent in the diagnosis, analysis, care, treatment and supervision of decedent, DESIREE I. WEEKS; failed to properly, competently and accurately conduct diagnostic and other investigative tests on said decedent; failed to accurately, properly, appropriately, competently and diligently read, review analyze and comprehend said decedent's medical reports; in failing to detect malignant cyst; failed to accurately, properly, appropriately and competently diagnose said decedent's medical condition; in subjecting said plaintiff to an inaccurate, improper, inappropriate and incompetent diagnosis and corresponding treatment for an extended period of time; in failing to review and correct the misdiagnosis and corresponding prescribed treatment; in causing, allowing and permitting said decedent's medical condition to become exacerbated, aggravated and worsened; in causing,

allowing and permitting said decedents's medical condition to become life threatening; in failing to consult with other medical professionals and specialists in an effort to obtain a second opinion; in failing to monitor said decedent's progress; in failing to possess the necessary skills, knowledge, learning, training, education and background necessary to effectively and successfully diagnose and treat patient, DESIREE I. WEEKS; failed to recruit and employ staff, workers and other professional personnel, trained and possessing the requisite and necessary skills, knowledge, experience, diligence and education; in wrongfully, negligently and carelessly causing patient's death; and in other ways were careless, negligent and reckless.

39. As a result of the violations of duty, acts of negligence, malpractice, and omissions of the defendants, DR. PETER FAUCI, DR. MORTON HANTMAN, and SOUND SHORE MEDICAL CENTER OF WESTCHESTER, by their officers, agents, servants, licensees, staff, subordinates, workers, independent contractors and/or employees, and without any negligence on the part of the decedent, DESIREE I. WEEKS, contributing thereto, said plaintiff was caused to sustain an exacerbation of her medical condition, pain suffering, mental anguish, and wrongful death.

AS AND FOR A SECOND CAUSE OF ACTION

40. Plaintiffs repeat and reiterate and reallege each and every paragraph as fully as though set forth herein.

41. Plaintiff, BRENDA PHILLIPS is the mother of the decedent, DESIREE I. WEEKS.

42. As a result of the defendant's negligence, plaintiff, BRENDA PHILLIPS has been deprived and will be deprived of the services, care, comfort, companionship, consortium and support of her daughter, has been required and is required to incur substantial medical and other

expenses in her support, and was otherwise damaged.

AS AND FOR A THIRD CAUSE OF ACTION

43. Plaintiffs repeat, reiterate and reallege each and every paragraph as fully as though set forth herein.

44. Plaintiffs, EBONY COLEMAN and BRIAN WEEKS were and are the children of the decedent, DESIREE I. WEEKS.

45. As a result of the defendant's negligence, infant plaintiffs, EBONY COLEMAN and BRIAN WEEKS have been deprived and will be deprived of the services, care, comfort, companionship, consortium and support of their mother, DESIREE I. WEEKS.

46. This action is commenced within the time period provided by law, and plaintiffs have complied with all the conditions precedent to the commencement of this action.

47. Upon information and belief, plaintiffs' damages exceed the monetary jurisdiction of all Courts below that would otherwise have jurisdiction over this action.

WHEREFORE, plaintiffs, demand judgment against the defendants, DR. PETER FAUCI, DR. MORTON HANTMAN and SOUND SHORE MEDICAL CENTER OF WESTCHESTER, on the First, Second and Third Causes of Action, together with all the costs and disbursements of this action.

Dated: New York, New York
November 3, 2005

Yours etc....

JOSHUA R. KOPELOWITZ, ESQ
Attorney for Plaintiffs
50 Broadway, Suite 2600
New York, New York 10004
212-514-5007

VERIFICATION

STATE OF NEW YORK - COUNTY OF NEW YORK

I am **Joshua R. Kopelowitz**, an attorney associated with the **LAW OFFICES OF GEORGE DAVID ROSENBAUM, ESQ.,** the attorney of record for the plaintiff in the within action; I have read the foregoing ***VERIFIED COMPLAINT*** and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and not by plaintiff, is that plaintiff resides outside of the county in which I maintain my law office.

The grounds of my belief as to all matters not stated upon my own knowledge are as follows: a review of the file maintained by this office, books records and investigation.

I affirm that the foregoing statements are true, under penalties of perjury.

Dated: New York, New York
November 3, 2005

By: Joshua R. Kopelowitz
LAW OFFICES OF GEORGE DAVID ROSENBAUM
50 Broadway, Suite 2600
New York, New York 10004
(212) 514-5007

Index No.: Year:
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Plaintiffs,

- against -

DR. PETER FAUCI, DR. MORTON HANTMAN and SOUND SHORE MEDICAL CENTER OF WESTCHESTER,

Defendant.

SUMMONS and VERIFIED COMPLAINT

Law Offices of
GEORGE DAVID ROSENBAUM
Attorney for **Plaintiff**
Office and Post Office Address, Telephone
50 Broadway -26th Floor
New York, New York 10004
212-514-5007

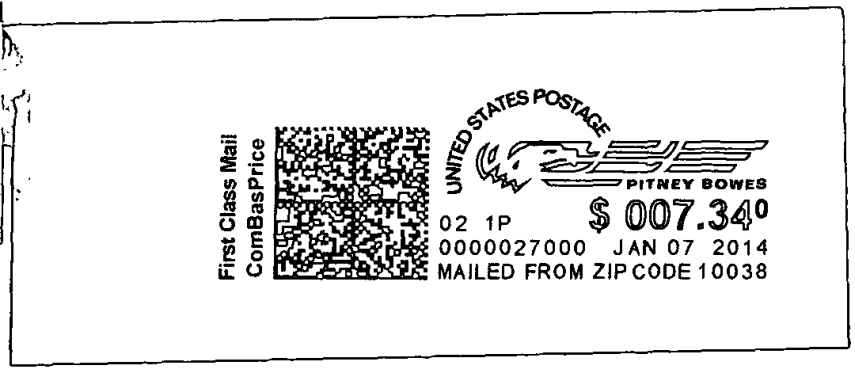
To (See Affidavit of Service)
Attorney(s) for

Service of a copy of the within is hereby admitted
Dated,
.....
Attorney(s) for

Sir:--Please take notice
[ ] **NOTICE OF ENTRY**
that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on 20
[ ] **NOTICE OF SETTLEMENT**
that an order of which the within is a true copy will be presented for settlement to the HON. one of the judges of the within named court, at
on 20 at M.
Dated,

Yours, etc.
GEORGE DAVID ROSENBAUM





ROSENBAUM & ROSENBAUM, P.C.
100 WALL STREET, 15TH FLOOR
NEW YORK, NEW YORK 10005

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et. al, c/o GCG, Inc.,
P.O. Box 9982
Dublin, Ohio 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
F & E CHECK PROTECTOR SALES Co.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim Attach copy of statement giving particulars

THE GARDEN CITY GROUP, INC. JAN - 4 2014

Name and Addresses Where Notices Should be Sent:
F & E. CHECK PROTECTOR SALES Co
966 NEPPERHAN AVE.
YONKERS, NY 10703
(914) 423-3131

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
T

1. BASIS FOR CLAIM:
☒ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify. _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 12/19/12 #225.00 / 2/26/13 #1,500.00 / 8/1/13 449.00 / 8/1/13 #149.00

3. DESCRIPTION OF CLAIM (IF KNOWN):
12/19/12 INV# 76479 SALE OF TIMESTAMP Machine, INV# 78275 REPAIR OF OLTEC Paper SHREDDER

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 2/26/13 (Total) TOTAL $2,323.00 and INV#'s 78974 & 78975 CONTRACT RENEWALS

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: F & E CHECK PROTECTORS SALES
Title: CEO
Company: JOSEPH RACCIOPPI
Address and telephone number (if different from notice address above):
966 NEPPERHAN AVE
YONKERS, NY 10703
Telephone number: (914) 423-3131

(Signature) 12/30/13 (Date)

FAX # (914) 965-1144
email: CHECKWRITERFE@AOL.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al* , c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND**. United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn. Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01115
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

F & E CHECK PROTECTOR SALES CO.
966 NEPPERHAN AVE.
P.O. BOX 315
YONKERS, NEW YORK 10703
WWW.CHECKWRITERFE@AOL.COM

SEPT. 20TH, 2013

ACCOUNTS PAYABLE DEPT.

Dear CUSTOMERS & SUPPLIERS

This letter is to advise you that our address has changed from: P.O.BOX 18

to: P.O.BOX 315

Our telephone number will remain the same: 914-4263-3131

Our fax number will also remain the same: 914-965-1144

Please change your records to reflect our new contact information and direct all future correspondence to the new address found above.

You are of great value to our company.

Sincerely,

Regina A. Salvatore

Regina A. Salvatore, Office Manager

F&E CHECK PROTECTOR SALES CO.
966 NEPPERHAN AVE P.O. BOX 315
YONKERS, NEW YORK 10703
TEL 914 423 3131
FAX 914 965 1144

INVOICE

12/19/2012 76479

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE, NY 10801
ATTN: LOUISA - PURCHASING

SOUND SHORE MEDICAL CENTER
16 GUION PLACE/RECIEVING
NEW ROCHELLE, NY 10801
ACCTS PAY MARYANN
914-365-3580

IR174157	Due on Receipt	F&E	12/19/2012	U.S. Mail

1	Year Wheel	SALE OF SIMPLEX 1605-9001 TIMESTAMP S/N B84537EV YEAR WHEEL	225.00	225.00

Sales Tax (0.0%) $0.00

It's been a pleasure working with you!

$225.00

F&E CHECK PROTECTOR SALES CO.
966 NEPPERHAN AVE P.O. BOX 315
YONKERS, NEW YORK 10703
TEL 914 423 3131
FAX 914 965 1144

INVOICE

2/26/2013 78275

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE, NY 10801
ATTN: LOUISA - PURCHASING

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE, NY 10801
DENISE 914-365-3588

F&E 2/26/2013

1	Shredder	REPAIR OF ONE OZTEC PAPER SHREDDER 800-I S/N U2251780 DUE TO WATER DAMAGE	1,500.00	1,500.00

Sales Tax (0.0%) $0.00

$1,500.00

F&E CHECK PROTECTOR SALES CO.
966 NEPPERHAN AVE P.O. BOX 315
YONKERS, NEW YORK 10703
TEL 914 423 3131
FAX 914 965 1144

INVOICE

8/1/2013 78974

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE, NY 10801
ATTN: LOUISA - PURCHASING

SOUND SHORE MEDICAL CENTER
16 GUION PLACE/RECIEVING
NEW ROCHELLE, NY 10801
914-365-3580

Due on Receipt	F&E...	8/1/2013	U.S. Mail		
1	F & E Contrac...	RENEWAL OF EXTENDED WARRANTY WIDMER T-3 TIMESTAMP S/N 259599 PERIOD FROM 09/01/11 THRU 09/01/12		149.00	149.00

Sales Tax (0.0%) $0.00

It's been a pleasure working with you!

$149.00

F&E CHECK PROTECTOR SALES CO.
966 NEPPERHAN AVE P.O. BOX 315
YONKERS, NEW YORK 10703
TEL 914 423 3131
FAX 914 965 1144

INVOICE

8/1/2013 78975

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE, NY 10801
ATTN: LOUISA - PURCHASING

SOUND SHORE MEDICAL CENTER
16 GUION PLACE/RECIEVING
NEW ROCHELLE, NY 10801
914-365-3580

Due on Receipt	F&E...	8/1/2013	U.S. Mail	914-637-1580	
1	F & E Contrac...	RENEWAL OF EXTENDED WARRANTY HEDMAN DI-100 CHECKSIGNER S/N 100E5123 PERIOD FROM 09/01/1 THRU 09/01/12	449.00		449.00

Sales Tax (0.0%) $0.00

It's been a pleasure working with you!

$449.00

13-22840-rdd Doc 1135-8 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
Pg 42 of 42

F & E CHECK PROTECTOR SALES CO.
1 Graner Place • P.O. Box 13 • Yonkers, NY 10703

315

UNITED STATES POSTAGE PITNEY BOWES
-02 1P $000.66⁰
0001112034 DEC 30 2013
MAILED FROM ZIP CODE 10703

Sound Shore Medical Center
% GCG. INC.
P.O. Box 9982
Dublin, Ohio 43017-5982

43017-5982

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ Sound Shore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Karen J Ferguson

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

Name and Addresses Where Notices Should be Sent:
Karen J Cohen
601 Kappock St Apt 3m
Bronx NY 10463

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated _____

FILED
U.S. BANKRUPTCY COURT
S.D. OF N.Y.
2014 JAN 15 P 3:14

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR.

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): May, 2011 (?)

3. DESCRIPTION OF CLAIM (IF KNOWN):

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 200.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

THE GARDEN CITY GROUP INC. FEB - 7 2014

8. **Signature:** Check the appropriate box.
☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Karen J Cohen
Title: _____
Company _____
Address and telephone number (if different from notice address above).
_____
_____
_____
Telephone number: _____

Karen J Cohen (Signature) 1/15/14 (Date)

email: no.1 yankee ranger fan@yahoo.com

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn. Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

CRT

FILED - 01433
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ROUTING SHEET FOR CASES WITH CLAIMS AGENTS

1 of 3 packs

Date: February 5, 2014

To: KCC, 2335 Alaska Ave.,
El Segundo, CA 90245

From: Mimi Correa
Deputy Clerk

1. a. Number of claims in this transmittal: 31

b. Case name (*if applicable*): **Sound Shore Medical Center, et al.**
c. Description of claim: (Creditor name and amount of claim.)

Aetna	$16,431.65
Thomas Perez, Sec of Labor	$Unknown
NYS Dept of Labor	$2,036.13
Orange Pathology Associates	$414,706.42
Orange Pathology Associates	$414,706.42
Alice Oshins	$100,000.00
US Dept of Labor	$45,300.00 plus
NYS Dept of Labor	$68,410.13
KDM Medical Equipment	$32,259.50
United Water New Rochelle	$53,708.73
United Water New Rochelle	$6,611.53
NYS Dept of Labor	$220,415.68
Glynn Jones	$25,000,000.00
AFCO	$5,376.07
Karen J. Ferguson	$200.00
Rashene M. Day	$2,700.00
Alda McPartland	$1,700.93
Jeffrey Schanzer	$3,289.36
Maria S. Albito	$1,329.00
Rachel Chacko	$1,339.00
Yvonne E.R. Booth	$1,000.00
Jennifer R. Mitchell RNC	$1,374.00 plus
Susy Skariah	$1,000.00
Michelle Abernethy	$1,000.00
Sonia P. Salviejo	$1,000.00
Nola I. Blair-Baggs	$1,000.00
Gwendolynn R. Laguatan	$1,000.00
Veletta Collins	$1,000.00
Elizabeth Goehl	$1,000.00
Justin Cohen	$1,287.00
William A. Quigley	$91,656.77

2. a. Courier: Federal Express
b. Recipient to pick up at Court: _____

CONFIRMATION BY RECIPIENT

NOTE: *The portion* ***below is to be completed by recipient and returned to the Court by*** *FAX* [914-390-4073].

Date: _____

I have received the number and description of claims as indicated in line # ***1.a.*** *above.*

Employee's name: _____
[*Please print*]
Employee's signature: _____

Employee's telephone number: _____
Name of Employer: _____

From: (631) 470-5000
Attn: Arturo D. Tavarez
Case Adm /ECF Trainer
US Bankruptcy Court, SDNY
300 Quarropas Street
WHITE PLAINS, NY 10601

Origin ID: NESA

FedEx Express

J13111302120326

Ship Date: 10JUL13
ActWgt: 1.0 LB
CAD: 100098143/INET3370

Delivery Address Bar Code

Ref # -SSM-

RMA #:
Return Reason:

SHIP TO: (631) 470-5000 BILL THIRD PARTY

Attn: Bankruptcy Dept.
c/o GCG, Inc.
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

RETURNS MON-FRI
STANDARD OVERNIGHT

TRK# 7961 9389 3299
0221

43017
OH-US

518G1/AA04/93AB

1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.

Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
G & M Signs & Nameplate Co. Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN - 3 2014

Name and Addresses Where Notices Should be Sent:

G & M SIGNS & NAMEPLATE CO., INC.
383 HUGUENOT ST.
NEW ROCHELLE, NY 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): ~~2/27/13 - 7/1/13~~ ~~9/6/12~~ 6/8/12 - 6/8/12 - 7/6/12

3. DESCRIPTION OF CLAIM (IF KNOWN): OPEN INVOICES FOR SUPPLIES

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 1228.50 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DONATO GALLELLO
Title: PRESIDENT
Company: G & M SIGNS & NAMEPLATE CO, INC.
(Signature) _____ (Date) 12/27/13

Address and telephone number (if different from notice address above):

Telephone number: 914-576-0408 email: GMSIGNSNR@GMAIL.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01110
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

G & M SIGNS & NAMEPLATE CO., INC.
383 Huguenot St.
NEW ROCHELLE, N.Y. 10801
914-576-0408 914-636-0258
FAX 914-576-6210

INVOICE

TO Sound Shore Medical Center
16 Guion Place
New Rochelle, N.Y. 10802

INVOICE NO. A 93501
INVOICE DATE 6/5/12
SHIPPED TO Ann - Surgery - Med.

OUR ORDER NO.	YOUR ORDER NO.	SALESPERSON	TERMS	SHIPPED VIA	PPD. OR COLL.
	NR120626				

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1S	TRODAT PRINTY #4910 - RUBBER STAMPS (SELF-INKING)	17.50	367.50
		UPS	6.00
			373.50

TRIPLICATE

ORDERED

Sound Shore
16 Guion Place, New Rochelle, NY 10802-9982
Tel. No. 914-632-5000 Fax No. 914-632-2134

Purchase Order

PACKAGES, INVOICES, SHIPPING PAPERS, FOR PAYMENT TO BE MADE.

No. NR170626

TO
G & M NAMEPLATE CO 1264
381-383 HUGUENOT ST.
P.O. BOX 1354
NEW ROCHELLE NY10802
(914)576-0408

SHIP TO
SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE NY10801
(914)-632-5000

ORDERED 5/22/2012

PAGE 1

TERMS	FREIGHT TERMS	SHIP VIA	CONFIRMED WITH	DEPARTMENT	REQUIRED DATE
27	F.O.B. SHIP PT.			SURGERY - MED	5/22/2012

LINE NO.	ORDER QUANTITY	UNIT	DESCRIPTION	INVENTORY NUMBER	UNIT PRICE	TOTAL COST	COST CENTER NO.	SUB-ACCT. NO.
	15	EA	SELF INKING STAMPS 1/16 LETTERING		.00	.00	5462826	
			AS PER ATTACHED LIST					
					** TOTAL **	.00		

FXH

ANY PRICE DIFFERENCE WILL NOT BE ACCEPTED UNLESS IT IS APPROVED BY THE *PURCHASING DEPARTMENT ONLY.*

COMMENTS:
MAIL PO AND COPY TO VENDOR

SIGNATURE

VENDOR

IMPORTANT

CONDITIONS

ABOVE ORDER NUMBER MUST APPEAR ON ALL INVOICES, DELIVERY SLIPS, PACKAGES, CORRESPONDENCE, ETC.

PLEASE SUPPLY A MATERIAL SAFETY DATA SHEET FOR CHEMICALS THAT POSE HAZARDS TO WORKERS.
NOTE P.O. # ON DATA SHEET

NOTE:

1. ALL INVOICES ARE TO BE ADDRESSED TO THE HOSPITAL – NOT TO INDIVIDUALS.
2. DELIVERIES ACCEPTED ONLY 9:00 AM TO 4:30 PM.
3. THE HOSPITAL IS EXEMPT FROM STATE SALES TAX EX. 115948.

Claims
Entered 06/29/15
Filed 06/29/15 Pg 7 of 54
(Part 7)
Doc 1135-9
13-22840-rdd

PRINTED ON RECYCLED PAPER

G & M SIGNS & NAMEPLATE CO., INC.
383 Huguenot St.
NEW ROCHELLE, N.Y. 10801

914-576-0408 914-636-0258
FAX: 914-576-6210

INVOICE

TO Sound Shore Medical Center
16 Guion Place
New Rochelle NY 10802

INVOICE NO: A-95500
INVOICE DATE: 6/8/12
SHIPPED TO Pam
Medical Education

OUR ORDER NO.	YOUR ORDER NO.	SALESPERSON	TERMS	SHIPPED VIA	PPD. OR COLL.
	NR170470				

QUANTITY	DESCRIPTION	PRICE	AMOUNT
5	Trodat Printy #4910 - Rubber Stamps (self-inking)	17.50	87.50
		U.P.S.	10.00
			97.50

TRIPLICATE

G & M SIGNS & NAMEPLATE CO., INC.
383 HUGUENOT ST.
NEW ROCHELLE, N.Y. 10801
914-576-0408 914-636-0258
FAX:914-576-6210

Sound Shore

16 Guion Place, New Rochelle, NY 10802-9982
Tel. No. 914-632-5000 Fax No. 914-632-2134

Purchase Order

FOR PAYMENT TO BE MADE.

No. NR170470

TO: G & M NAMEPLATE CO 1264
381-383 HUGUENOT ST.
P.O. BOX 1354
NEW ROCHELLE NY10802
(914)576-0408

SHIP TO: SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE NY10801
(914)-632-5000

ORDERED 5/16/2012

PAGE 1

TERMS	FREIGHT TERMS	SHIP VIA	CONFIRMED WITH	DEPARTMENT	REQUIRED DATE
	F.O.B. SHIP PT.			MEDICAL EDUCA	5/16/2012

LINE NO.	ORDER QUANTITY	UNIT	DESCRIPTION	INVENTORY NUMBER	UNIT PRICE	TOTAL COST	COST CENTER NO.	SUB-ACCT. NO.
1	53	EA	SELF INKING STAMPS(TRIDOT PRINTY #4910)		.00	.00	5460912	
			BLANK INK SMALL PRINT AS PER ATTACHE LIST					
						175		
							9225	
			** TOTAL **			.00		

FXH

ANY PRICE DIFFERENCE WILL NOT BE ACCEPTED UNLESS IT IS APPROVED BY THE *PURCHASING DEPARTMENT ONLY.*

COMMENTS:

MAIL PO & COPY TO VENDOR

SIGNATURE

VENDOR

IMPORTANT

CONDITIONS

ABOVE ORDER NUMBER MUST APPEAR ON ALL INVOICES, DELIVERY SLIPS, PACKAGES, CORRESPONDENCE, ETC.

PLEASE SUPPLY A MATERIAL SAFETY DATA SHEET FOR CHEMICALS THAT POSE HAZARDS TO WORKERS.
NOTE P.O. # ON DATA SHEET

NOTE:

1. ALL INVOICES ARE TO BE ADDRESSED TO THE HOSPITAL – NOT TO INDIVIDUALS.
2. DELIVERIES ACCEPTED ONLY 9:00 AM TO 4:30 PM.
3. THE HOSPITAL IS EXEMPT FROM STATE SALES TAX EX. 115948.

PRINTED ON RECYCLED PAPER

Claims
Entered 06/29/15
Filed 06/29/15 (Part 7) Pg 9 of 54
Doc 1135-9
13-02840-rdd

G & M SIGNS & NAMEPLATE CO., INC.
383 Hugusnot St.
NEW ROCHELLE, N.Y. 10801
914-576-0408 / 914-636-0258
FAX 914-576-6210

INVOICE

TO: Long Shore Medical Center
16 Guion Place
New Rochelle NY 10802

INVOICE NO. A-98549
INVOICE DATE 7/6/12
SHIPPED TO Same

OUR ORDER NO.	YOUR ORDER NO.	SALESPERSON	TERMS	SHIPPED VIA	PPD. OR COLL.
	NR 12-12-64				

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	TRODAT 4911 4.910 SELF INKING STAMP Monty Littlejohn, MD		17.50 UPS 5.00 22.50

TRIPLICATE

UNABLE TO COMPLETE ORDER BY DATE SPECIFIED

PURCHASING AGENT

ORIGINAL

Sound Shore

OF WESTCHESTER
16 Guion Place, New Rochelle, NY 10802-9982
Tel. No. 914-632-5000 Fax No. 914-632-2134

Purchase Order

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, FOR PAYMENT TO BE MADE.

No. NR171284

TO
G & M NAMEPLATE CO 1264
381-383 HUGUENOT ST
P O BOX 1354
NEW ROCHELLE NY 10802

(914)576-0408

SHIP TO
SOUND SHORE MEDICAL CENTER
16 GUION PLACE
NEW ROCHELLE NY 10801

(914)-632-5000

ORDERED
6/25/2012

PAGE 1

TERMS	FREIGHT TERMS	SHIP VIA	CONFIRMED WITH	DEPARTMENT	REQUIRED DATE
	F.O.B. SHIP PT.			SURGERY - MED	6/25/2012

LINE NO.	ORDER QUANTITY	UNIT	DESCRIPTION	INVENTORY NUMBER	UNIT PRICE	TOTAL COST	COST CENTER NO.	SUB-ACCT. NO.
	1	EA	SELF-INKING STAMP 1/16" LETTERING FOR		.00	.00	5462826	
			MONTY LITTLEJOHN, M.D.					
			** TOTAL **			.00		

FXH

ANY PRICE DIFFERENCE WILL NOT BE ACCEPTED UNLESS IT APPROVED BY THE *PURCHASING DEPARTMENT ONLY.*

COMMENTS:
MAIL PO & COPY TO VENDOR

SIGNATURE

VENDOR

IMPORTANT

CONDITIONS

ABOVE ORDER NUMBER MUST APPEAR ON ALL INVOICES, DELIVERY SLIPS, PACKAGES, CORRESPONDENCE, ETC.

PLEASE SUPPLY A MATERIAL SAFETY DATA SHEET FOR CHEMICALS THAT POSE HAZARDS TO WORKERS.
NOTE P.O. # ON DATA SHEET

NOTE:

1. ALL INVOICES ARE TO BE ADDRESSED TO THE HOSPITAL – NOT TO INDIVIDUALS.
2. DELIVERIES ACCEPTED ONLY 9:00 AM TO 4:30 PM.
3. THE HOSPITAL IS EXEMPT FROM STATE SALES TAX EX. 115948.

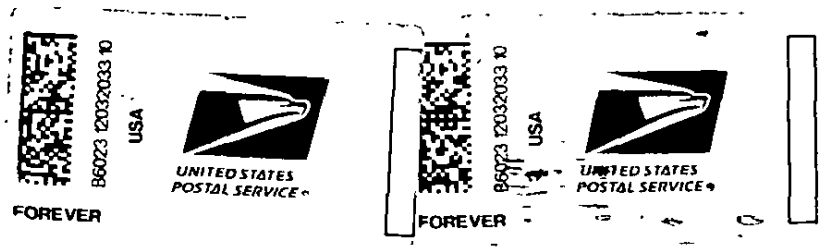
PRINTED ON RECYCLED PAPER

Claims
Entered 06/29/15
Filed 06/29/15 (Part 7) Pg 11 of 54
Doc 1135-9
12-22640-dd

13-22840-rdd Doc 1135-9 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 7) Pg 12 of 54

G & M SIGNS & NAMEPLATE CO., INC.

383 HUGUENOT STREET
NEW ROCHELLE, NEW YORK 10801



Sound Shore Medical of Westchester, et al
c/o GCG, INC.
P.O. Box 9982
Dublin, Ohio 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ Sound Shore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
VJOLLCA GEGA

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 18 2014

Name and Addresses Where Notices Should be Sent:
VJOLLCA GEGA
2856 East 197 Street
Bronx, NY 10461

Check here if this claim: ☑ replaces or ☐ amends a previously filed administrative expense claim
Claim Number (if known). 460
Dated: 09/09/2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☑ Other (Specify): Retro pay

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN): Retro pay (case pending)

FILED - 01188
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $35,210.25 (ESTIMATE)
(Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: VJOLLCA GEGA
Title: Breastfeeding Peer Counselor
Company: Montefiore New Rochelle Hospital - (was Sound Shore HC)
Address and telephone number (if different from notice address above):

Vjollca Gega (Signature) 01/15/2014 (Date)

Telephone number: 212-470-0987 email: gvjollca@gmail.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982

SSM0204537790

VJOLLCA GEGA
1828 PARKVIEW AVE, APT. # 2F
BRONX, NY 10461

Re: Sound Shore Medical Center of Westchester, *et al.* - *Case No. ROBERT D. DRAIN (the "Debtor")*

GCG, Inc. **("GCG")** is the claims and noticing agent in the Debtor's Chapter 11 proceeding. Your proof of claim form (the **"Claim"**) has been received and recorded as follows:

Date Received: 09/09/2013
Claim Number: 460

Please be advised that the first page of your Claim is accessible to the public through the case administration website, www.gcginc.com/cases/soundshore/. *You are strongly encouraged to review your claim on the website by clicking on the Claims Register/Creditor Search link and then entering your claim* number. Please contact GCG toll free at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com if your claim includes any personally identifiable information ("PII"). PII includes a social security number, driver's license number, account number, credit or debit card information (including password, access code or PIN#), etc. At your direction, GCG will redact the PII from your Claim. GCG, however, is not authorized to provide legal advice or instructions regarding preparation or modification of your Claim.

**Please note that this acknowledgement is not an indication that your Claim has been accepted or allowed as filed. All claims must be submitted in hard copy, either by mail or hand delivery. Claims submitted via email or facsimile may be objected to and disallowed on that basis. If your claim was submitted via email or facsimile, you must submit a hard copy on or before the bar date for filing claims in this case. All claims are subject to review and possible objection. A claim may be removed from the claims register if a claim is found to be a duplicate of another filed claim by the same creditor. It is the claimant's obligation to continually check and review any claims filed on the claims register.*

GCG, Inc.

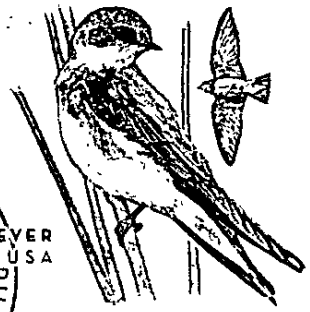
13-22840-rdd Doc 1135-9 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 7) Pg 15 of 54

From: [illegible]
2856 East 197 St
Bronx, NY 10461

U.S. POSTAGE
PAID
BRONX, NY
10461
JAN 15, 14
AMOUNT
$5.65
0002521-03

43017

FOREVER
USA


Bank Swallow

To: Sound Shore Medical Center
c/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™

7013 1710 0001 9161 0354

RETURN RECEIPT
REQUESTED

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☑ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC	13-22845 13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
GORDON + YESTADT ARCHITECTS

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN - 4 2014

Name and Addresses Where Notices Should be Sent
GORDON + YESTADT ARCHITECTS
17 N CHATSWORTH AVENUE
LARCHMONT N.Y. 10538

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): +/- 8/2012

3. DESCRIPTION OF CLAIM (IF KNOWN): ARCHITECTURAL SERVICES

FILED - 01117
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 4870.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: LAWRENCE GORDON
Title: PARTNER
Company: GORDON + YESTADT ARCHITECTS
Address and telephone number (if different from notice address above):

Lawrence Gordon (Signature) 12/31/2013 (Date)

Telephone number: (914) 834 1641 email: LGORDON@G-YARCH.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

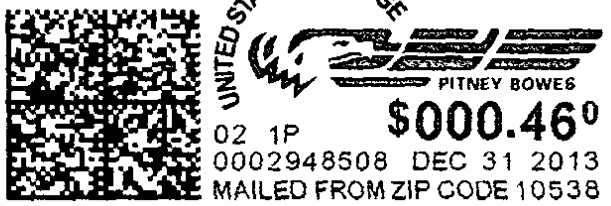
INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

13-22840-rdd Doc 1135-9 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 7) Pg 17 of 54

GORDON + YESTADT ARCHITECTS
47 NORTH CHATSWORTH AVENUE
LARCHMONT, NEW YORK 10538



South Shore Medical of Westchester
c/o GCG Inc. P.O. Box 9982
Dublin Ohio 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Greg Foster Admin., EST of Genera Ackridge

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP, INC. JAN 30 2014

Name and Addresses Where Notices Should be Sent:
Rice & Rice Attorneys at Law
270 North Avenue Suite 202
New Rochelle, New York 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☑ Other (Specify): Medical Malpractice

2. DATE DEBT WAS INCURRED (IF KNOWN): 10/31/2008

3. DESCRIPTION OF CLAIM (IF KNOWN): Medical Malpractice

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 2,000,000.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.
☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: J. Roger Rice
Title: Partner
Company: Rice & Rice Attorneys at law
Address and telephone number (if different from notice address above):

(Signature) (Date) 1/26/14

Telephone number: 914-633-9200 email: ricelaw@aol.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01288
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of
the estate of GENEVA ACKRIDGE, deceased,

Plaintiff,

-against-

SOUND SHORE MEDICAL CENTER and
BRUCE WALSH M.D.

Defendants.

----------X

Date Purchased: November 1, 2010

Index No: 27658-10

Plaintiff designates Westchester County as the Place of trial.
Basis of Venue is Defendants' address and location of incident.

SUMMONS

Defendant's address:
SOUND SHORE MEDICAL CENTER
16 Guion Place
New Rochelle, NY 10801

You are hereby summoned to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York).; and in case of your failure to appear, judgment will be entered against you by default for the relief demanded in the notice set below.

Dated: New Rochelle, NY
November 1, 2010

Defendant's Address:

Sound Shore Medical Center
16 Guion Pl
New Rochelle, NY 10801

Bruce Walsh, M.D.
c/o Sound Shore Medical Center
16 Guion Pl
New Rochelle, NY 10801

RICE & RICE, ESQS.
Attorney for Plaintiff's
270 North Avenue,
Suite 202
New Rochelle, NY 10801

NOTICE: The nature of this action is Wrongful Death; Conscious Pain and suffering; Medical Malpractice; Negligence; Negligent hiring, training, retention.

The relief sought is damages in an amount that exceeds the jurisdictional limits of all lower courts.

Upon failure to appear, judgment will be taken against you by default for an amount that exceeds the jurisdictional limits of all lower courts with fees an interest from January 27, 2009 together with costs of this action.

FILE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, deceased,

Plaintiff,

-against-

SOUND SHORE MEDICAL CENTER and, BRUCE WALSH M.D.

Defendants.

----------X

VERIFIED COMPLAINT

Index No: 27658/10

Plaintiff, complaining of the Defendants herein, by his attorneys RICE & RICE, ESQS., as and for his Verified Complaint, states and alleges as follows:

FIRST: That at all times hereinafter mentioned, the Plaintiff GREG FOSTER, as Administrator of the Estate of GENEVA ACKRIDGE, deceased, was and is a resident of the City of New Rochelle, County of Westchester, and State of New York.

SECOND: That at all times hereinafter mentioned, the Defendant SOUND SHORE MEDICAL CENTER, is and at all times hereinafter mentioned a company, duly existing in the State of New York, and transacts and conducts business at 16 Guion Place, New Rochelle, New York 10802, the site of the subject incident.

THIRD: Upon information and belief, at all times hereinafter mentioned, the Defendant BRUCE WALSH, M.D. was and is a physician and surgeon duly licensed to practice as such in the State of New York.

FIRST CAUSE OF ACTION:
MEDICAL MALPRACTICE AGAINST DEFENDANT BRUCE WALSH, M.D.

FOURTH: That between October 31, 2008 and November 6, 2008, the decedent, GENEVA ACKRIDGE was a patient under the professional care of Defendant BRUCE

WALSH, M.D.

FIFTH: That between October 31, 2008 and November 6, 2008, the Defendant BRUCE WALSH, M.D. undertook and endeavored to, and did, advise and treat the decedent, GENEVA ACKRIDGE as a physician and surgeon.

SIXTH: That between October 31, 2008 and November 6, 2008, Defendant BRUCE WALSH M.D. undertook and endeavored to perform and did perform certain surgical colonoscopy operations and procedures of the decedent, GENEVA ACKRIDGE and undertook and endeavored to treat and advise the decedent prior to and subsequent to the performance of the aforementioned colonoscopy.

SEVENTH: That the surgical operations and procedures and the advice and treatment were given and rendered in an improper, negligent and careless manner in that the Defendant failed to emply the skill, care, and diligence commonly and ordinarily possessed by, and required of, physicians and surgeons in the locality where the Defendant BRUCE WALSH M.D. practices; in that he was careless and negligent in the circumstances by failing to employ reasonable and proper steps, procedures, and practices for the health, welfare, and safety of the decedent to avoid injury to her. Specifically, Defendant BRUCE WALSH M.D. negligently and improperly perforated the decedent's colon during the colonoscopy.

EIGHTH: That as a result of Defendant BRUCE WALSH M.D.'s medical malpractice, the decedent, GENEVA ACKRIDGE, suffered injuries including but not limited to tremendous conscious pain and suffering for approximately four (4) days; septic shock; death; loss of enjoyment of life; emotional upset, shock, and fright But for the negligent treatment, decedent GENEVA ACKRIDGE would not have suffered her injuries. As Administrator of the Estate of GENEVA ACKRIDGE, Deceased, Plaintiff GREG FOSTER demands judgment for medical

malpractice against the Defendant BRUCE WALSH, M.D., in a sum exceeding the jurisdictional limits of all the lower courts.

SECOND CAUSE OF ACTION:
MEDICAL MALPRACTICE AGAINST DEFENDANT SOUND SHORE

NINTH: Plaintiffs repeat, reiterate, and reallege paragraphs "1" through "8" inclusive, with the same force and effect as if more fully and specifically set forth herein at length.

TENTH: That between October 31, 2008 and November 6, 2008, the decedent, GENEVA ACKRIDGE was a patient under the professional care of Defendant SOUND SHORE MEDICAL CENTER.

ELEVENTH: That between October 31, 2008 and November 6, 2008, the Defendant SOUND SHORE's employees undertook and endeavored to, and did, advise and treat the decedent, GENEVA ACKRIDGE as physicians and surgeons.

TWELFTH: That Defendant SOUND SHORE had the ability to control and direct Defendant BRUCE WALSH M.D. from October 31, 2008 and November 6, 2008.

THIRTEENTH: That from October 31, 2008 through November 6, 2008, BRUCE WALSH M.D. was acting within the scope of his employment and in furtherance of Defendant SOUND SHORE's purpose and that Defendant SOUND SHORE had some degree of control over Defendant BRUCE WALSH M.D.'s actions.

FOURTEENTH: That between October 31, 2008 and November 6, 2008, Defendant BRUCE WALSH M.D. undertook and endeavored to perform and did negligently perform certain surgical colonoscopy operations and procedures of the decedent, GENEVA ACKRIDGE

and undertook and endeavored to treat and advise the decedent prior to and subsequent to the performance of the aforementioned colonoscopy. Said action was foreseeable and in furtherance of Defendant SOUND SHORE's purpose as such act was within reasonable contemplation of Defendant SOUND SHORE.

FIFTEENTH: That as a result of Defendant BRUCE WALSH M.D. aforementioned actions and other employees' medical malpractice, the decedent, GENEVA ACKRIDGE, suffered injuries including but not limited to tremendous conscious pain and suffering; septic shock; death; loss of enjoyment of life; emotional upset, shock, and fright; and that Defendant SOUND SHORE is vicariously liable for said damages.

SIXTEENTH: By reason of the foregoing, the Plaintiff GREG FOSTER, as Administrator of the Estate of GENEVA ACKRIDGE, Deceased, demands judgment for vicarious liability against the Defendant SOUND SHORE, in a sum exceeding the jurisdictional limits of all the lower courts.

WHEREFORE, the Plaintiff demands judgment against the Defendants in an amount to be determined upon the trial of this action, together with the costs and disbursements of this action.

Dated: March 11, 2011
New Rochelle, New York

Yours, etc.
RICE & RICE, ESQS.
Attorneys for Plaintiff
270 North Ave., Suite 202
New Rochelle, NY 10801
(914) 633-9200

To: LAW OFFICES OF SANTANGELO
BENVENUTO & SLATTERY
Attorneys for Defendant
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
s/h/a SOUND SHORE MEDICAL CENTER
1800 Northern Blvd.
Roslyn, NY 11576

Bruce Walsh, M.D.
140 Lockwood Avenue
Suite 103
New Rochelle, NY 10801

VERIFICATION

GREGORY FOSTER, AS EXECUTOR OF THE ESTATE OF GENEVA ACKRIDGE, being duly sworn, deposes and says: I am the Plaintiff in the foregoing Verified Complaint; that said Verified Complaint is true of my own knowledge except as to the members therein stated to be alleged upon information and belief and as to those matters, I believe them to be true.

GREGORY FOSTER, EXECUTOR

Sworn to before me this
11th day of March, 2011

Notary Public

[illegible] WYNN ATTERBURY
NOTARY PUBLIC STATE OF NEW YORK
NO. 01AT6106923 QUAL. IN WESTCHESTER COUNTY
COMMISSION EXPIRES APRIL 19, 2012

RICE & RICE
ATTORNEYS AND COUNSELOR AT LAW
270 NORTH AVENUE
STE. 202
NEW ROCHELLE, NY 10801
(914) 633-9200

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

GREGORY FOSTER, as Administrator of the Estate of GENEVA ACKRIDGE, deceased

Plaintiff

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH, M.D.

Defendants

SUMMONS WITH NOTICE

ATTORNEYS FOR
Plaintiff

On the Date Written Below LETTERS are Granted by the Surrogate's Court, State of New York as follows:

File #: 2009-419/A

Name of Decedent: **Geneva Ackridge**
AKA **Geneva Peele Ackridge**

Date of Death: **November 6, 2008**

Domicile of Decedent: **New Rochelle, New York**

Fiduciary Appointed: **Gregory Foster**
Mailing Address 18 Calhoun Avenue
New Rochelle NY 10801

Letters Issued: **LETTERS OF ADMINISTRATION CTA**

Limitations: **NONE**

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: July 16, 2010

IN TESTIMONY WHEREOF, the seal of the Westchester County Surrogate's Court has been affixed.

WITNESS, Hon Anthony A. Scarpino Jr., Judge of the Westchester County Surrogate's Court.

Charles T Scott, Esq., Chief Clerk

These Letters are Not Valid Without the Raised Seal of the Westchester County Surrogate's Court

Attorney for the Estate:
J Roger Rice
J Roger Rice
270 North Avenue Suite 202
New Rochelle NY 10801

COPY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of the estate of
GENEVA ACKRIDGE, DECEASED,

Plaintiff (s),

AFFIDAVIT OF SERVICE
Index No.: **27658/10**

-against-

SOUND SHORE MEDICAL CENTER and
BRUCE WALSH M.D.

Defendant (S)

----------X

FILED
COUNTY C. IDONI
COUNTY CLERK
OF WESTCHESTER

STATE OF NEW YORK, COUNTY OF WESTCHESTER) SS:

ALFRED R. PROFEET being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in New York State.

That on **DECEMBER 20, 2010** at **9:30 A.M.**, I served the within Summons With Notice, dated 11-1-10, upon the **SOUND SHORE MEDICAL CENTER** the defendant herein named.

by delivering thereat a true copy of each to **CHARLES E. WALTER**, whom identified herself as the **SENIOR VICE PRESIDENT OF THE GENERAL COUNSEL** and who is duly authorized to accept thereof, personally. The person so served was of suitable age and discretion. *Said premises is defendants actual place of business within the state*, at **16 GUION PLACE, MAIN FLOOR LOBBY, NEW ROCHELLE, NY 10801.**

DESCRIPTION Deponent describes the person served to the best of the deponent's ability at the time and circumstances of service as follows:

Sex	Approximate Age	Skin Color	Hair Color	Approximate Height	Approximate Weight
M	58	WHITE	GRAY	6'0"	205 LBS.

MAILING On **12-20-10**, within the State of New York in a Post Office or official depository thereof under exclusive care and custody of the United States Postal Service by REGULAR FIRST CLASS MAIL, a true copy of same was mailed, properly enclosed and sealed in a pos-paid envelope marked PERSONAL & CONFIDENTIAL addressed to said witness at the aforementioned address, the last known address of the said defendant

Sworn to before me on **DECEMBER 20, 2010**

RICHARD C. JORDAN
Notary Public, State of New York
No. 01JO6067369 Qualified in Bronx County
Commission Expires December 10, 2013

ALFRED R. PROFEET

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, DECEASED,

Plaintiff (s),

AFFIDAVIT OF SERVICE
Index No.: **27658/10**

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH M.D.

Defendant (S)

----------X

STATE OF NEW YORK, COUNTY OF WESTCHESTER)SS:

ALFRED R. PROFEET being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in New York State.

That on **DECEMBER 20, 2010** at **9:30 A.M.**, I served the within Summons With Notice, dated 11-1-10, upon the **SOUND SHORE MEDICAL CENTER** the defendant herein named.

by delivering thereat a true copy of each to **CHARLES E. WALTER**, whom identified herself as the **SENIOR VICE PRESIDENT OF THE GENERAL COUNSEL** and who is duly authorized to accept thereof, personally. The person so served was of suitable age and discretion. *Said premises is defendants actual place of business within the state*, at **16 GUION PLACE, MAIN FLOOR LOBBY, NEW ROCHELLE, NY 10801.**

DESCRIPTION Deponent describes the person served to the best of the deponent's ability at the time and circumstances of service as follows:

Sex	Approximate Age	Skin Color	Hair Color	Approximate Height	Approximate Weight
M	58	WHITE	GRAY	6'0"	205 LBS.

MAILING On **12-20-10**, within the State of New York in a Post Office or official depository thereof under exclusive care and custody of the United States Postal Service by REGULAR FIRST CLASS MAIL, a true copy of same was mailed, properly enclosed and sealed in a pos-paid envelope marked PERSONAL & CONFIDENTIAL addressed to said witness at the aforementioned address, the last known address of the said defendant

Sworn to before me on DECEMBER 20, 2010

RICHARD C. JORDAN
Notary Public, State of New York
No. 01JO6067369 Qualified in Bronx County
Commission Expires December 10, 2013

ALFRED R. PROFEET

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, DECEASED,

Plaintiff (s),

AFFIDAVIT OF SERVICE
Index No.: **27658/10**

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH M.D.

Defendant (S)

----------X

STATE OF NEW YORK, COUNTY OF WESTCHESTER)SS:

FILED JAN - 3 2011 COUNTY OF WESTCHESTER

ALFRED R. PROFEET being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in New York State.

That on **DECEMBER 20, 2010** at **9:30 A.M.**, I served the within Summons With Notice, dated 11-1-10, upon the **SOUND SHORE MEDICAL CENTER** the defendant herein named.

by delivering thereat a true copy of each to **CHARLES E. WALTER,** whom identified herself as the **SENIOR VICE PRESIDENT OF THE GENERAL COUNSEL** and who is duly authorized to accept thereof, personally. The person so served was of suitable age and discretion. *Said premises is defendants actual place of business within the state,* at **16 GUION PLACE, MAIN FLOOR LOBBY, NEW ROCHELLE, NY 10801.**

DESCRIPTION Deponent describes the person served to the best of the deponent's ability at the time and circumstances of service as follows:

Sex	Approximate Age	Skin Color	Hair Color	Approximate Height	Approximate Weight
M	58	WHITE	GRAY	6'0"	205 LBS.

MAILING On **12-20-10**, within the State of New York in a Post Office or official depository thereof under exclusive care and custody of the United States Postal Service by REGULAR FIRST CLASS MAIL, a true copy of same was mailed, properly enclosed and sealed in a pos-paid envelope marked PERSONAL & CONFIDENTIAL addressed to said witness at the aforementioned address, the last known address of the said defendant.

Sworn to before me on DECEMBER 20, 2010

RICHARD C. JORDAN
Notary Public, State of New York
No. 01JO6067369 Qualified in Bronx County
Commission Expires December 10, 2013

ALFRED R. PROFEET

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREGORY FOSTER, as ADMINISTRATOR of the Estate of Geneva Ackridge, deceased

AFFIDAVIT OF SERVICE

Plaintiff,

Index No.: 27658/10

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH,. MD.

Defendants.

----------X

STATE OF NEW YORK)
ss.
COUNTY OF WESTCHESTER)

Jared Rice, being sworn says, I am not a party to the above captioned matter, I am over eighteen (18) years of age and I reside in, New Rochelle, New York 10801.

On March 11, 2011, I served a true copy of the Verified Complaint , by mailing same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service, addressed to the addressee(s) indicated below, which has been designated for service by the addressee, or, if no such address has been designated, is the last-known address of the Addressee(s):

TO : Law Offices of Santangelo
Benevenuto & Slattery
1800 Northern Blvd.
Roslyn, NY 11576

Jared Rice

Sworn before on the
11th day of March, 2010

Notary Public

PILAR WYNN ATTERBERRY
NOTARY PUBLIC STATE OF NEW YORK
01WY6108923 QUAL IN WESTCHESTER CO
COMMISSION EXPIRES APRIL 19, 2012

COPY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, DECEASED,

Plaintiff (s),

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH M.D.

Defendant (S)

AFFIDAVIT OF SERVICE
Index No.: **27658/10**

FILED
COUNTY C. IDONI
COUNTY CLERK
COUNTY OF WESTCHESTER

STATE OF NEW YORK, COUNTY OF WESTCHESTER) SS.:

ALFRED R. PROFEET being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in New York State.

That on **DECEMBER 20, 2010** at **9:30 A.M.**, I served the within Summons With Notice, dated 11-1-10, upon the **SOUND SHORE MEDICAL CENTER** the defendant herein named.

by delivering thereat a true copy of each to **CHARLES E. WALTER**, whom identified herself as the **SENIOR VICE PRESIDENT OF THE GENERAL COUNSEL** and who is duly authorized to accept thereof, personally. The person so served was of suitable age and discretion. *Said premises is defendants actual place of business within the state*, at **16 GUION PLACE, MAIN FLOOR LOBBY, NEW ROCHELLE, NY 10801.**

DESCRIPTION Deponent describes the person served to the best of the deponent's ability at the time and circumstances of service as follows:

Sex	Approximate Age	Skin Color	Hair Color	Approximate Height	Approximate Weight
M	58	WHITE	GRAY	6'0"	205 LBS.

MAILING On **12-20-10**, within the State of New York in a Post Office or official depository thereof under exclusive care and custody of the United States Postal Service by REGULAR FIRST CLASS MAIL, a true copy of same was mailed, properly enclosed and sealed in a pos-paid envelope marked PERSONAL & CONFIDENTIAL addressed to said witness at the aforementioned address, the last known address of the said defendant.

Sworn to before me on **DECEMBER 20, 2010**

RICHARD C. JORDAN
Notary Public, State of New York
No. 01JO6067369 Qualified in Bronx County
Commission Expires December 10, 2013

ALFRED R. PROFEET

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, DECEASED,

Plaintiff (s),

AFFIDAVIT OF SERVICE
Index No.: **27658/10**

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH M.D.

Defendant (S)

----------X

STATE OF NEW YORK, COUNTY OF WESTCHESTER)SS:

FILED JAN - 3 2011 COUNTY CLERK'S OFFICE COUNTY OF WESTCHESTER

ALFRED R. PROFEET being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in New York State.

That on **DECEMBER 20, 2010** at **9:30 A.M.**, I served the within Summons With Notice, dated 11-1-10, upon the **SOUND SHORE MEDICAL CENTER** the defendant herein named.

by delivering thereat a true copy of each to **CHARLES E. WALTER**, whom identified herself as the **SENIOR VICE PRESIDENT OF THE GENERAL COUNSEL** and who is duly authorized to accept thereof, personally. The person so served was of suitable age and discretion. *Said premises is defendants actual place of business within the state*, at **16 GUION PLACE, MAIN FLOOR LOBBY, NEW ROCHELLE, NY 10801.**

DESCRIPTION Deponent describes the person served to the best of the deponent's ability at the time and circumstances of service as follows:

Sex	Approximate Age	Skin Color	Hair Color	Approximate Height	Approximate Weight
M	58	WHITE	GRAY	6'0"	205 LBS.

MAILING On 12-20-10, within the State of New York in a Post Office or official depository thereof under exclusive care and custody of the United States Postal Service by REGULAR FIRST CLASS MAIL, a true copy of same was mailed, properly enclosed and sealed in a post-paid envelope marked PERSONAL & CONFIDENTIAL addressed to said witness at the aforementioned address, the last known address of the said defendant.

Sworn to before me on **DECEMBER 20, 2010**

RICHARD C. JORDAN
Notary Public, State of New York
No. 01JO6067369 Qualified in Bronx County
Commission Expires December 10, 2013

ALFRED R. PROFEET

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER
----------X
GREG FOSTER, as Administrator of the estate of
GENEVA ACKRIDGE, DECEASED,

Plaintiff (s),

AFFIDAVIT OF SERVICE
Index No.: **27658/10**

-against-

SOUND SHORE MEDICAL CENTER and
BRUCE WALSH M.D.

Defendant (S)
----------X
STATE OF NEW YORK, COUNTY OF WESTCHESTER)SS:

ALFRED R. PROFEET being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in New York State.

That on **DECEMBER 20, 2010** at **9:30 A.M.**, I served the within Summons With Notice, dated 11-1-10, upon the **SOUND SHORE MEDICAL CENTER** the defendant herein named.

by delivering thereat a true copy of each to **CHARLES E. WALTER,** whom identified herself as the **SENIOR VICE PRESIDENT OF THE GENERAL COUNSEL** and who is duly authorized to accept thereof, personally. The person so served was of suitable age and discretion. *Said premises is defendants actual place of business within the state*, at **16 GUION PLACE, MAIN FLOOR LOBBY, NEW ROCHELLE, NY 10801.**

DESCRIPTION Deponent describes the person served to the best of the deponent's ability at the time and circumstances of service as follows:

Sex	Approximate Age	Skin Color	Hair Color	Approximate Height	Approximate Weight
M	58	WHITE	GRAY	6'0"	205 LBS.

MAILING On **12-20-10**, within the State of New York in a Post Office or official depository thereof under exclusive care and custody of the United States Postal Service by REGULAR FIRST CLASS MAIL, a true copy of same was mailed, properly enclosed and sealed in a pos-paid envelope marked PERSONAL & CONFIDENTIAL addressed to said witness at the aforementioned address, the last known address of the said defendant.

Sworn to before me on **DECEMBER 20, 2010**

RICHARD C. JORDAN
Notary Public, State of New York
No. 01J06067369 Qualified in Bronx County
Commission Expires December 10, 2013

ALFRED R. PROFEET

STATE OF NEW YORK
UNIFIED COURT SYSTEM
NINTH JUDICIAL DISTRICT
WESTCHESTER SUPREME AND COUNTY COURT
RICHARD J. DARONCO WESTCHESTER COUNTY COURTHOUSE
111DR.MARTIN LUTHER KING JR. BOULEVARD
WHITE PLAINS, NEW YORK 10601
TEL: (914) 824-5300 FAX: (914) 995-3427

HON. ALAN D. SCHEINKMAN
District Administrative Judge
Ninth Judicial District

NANCY BARRY, ESQ.
Chief Clerk

NANCY MANGOLD
District Executive

RONDA BROWN
Deputy Chief Clerk

Aug 23, 2013

RICE & RICE, ESQS.
270 NORTH AVENUE SUITE 202
NEW ROCHELLE, NY 10801

Re: **FOSTER, GREGORY** vs. **SOUND SHORE MEDICAL**
Index No.: **0027658/2010**

Dear Counselors and/or Litigants:

The Court has been notified that Sound Shore Medical Center and Mount Vernon Hospital have filed for bankruptcy. Consequently, any claims pending against these hospitals are now automatically stayed. The effect of the bankruptcy proceedings and extent of the bankruptcy stay on litigation pending in the Ninth Judicial District is a complex issue that is best addressed in a dedicated court Part.

Therefore, after consultation with the Bar, Chief Administrative Judge A. Gail Prudenti and the Office of Court Administration, the Sound Shore Medical Malpractice Part has been established to effectively manage cases impacted by the bankruptcy filing by Sound Shore Medical Center and Mount Vernon Hospital.

The above identified matter has been transferred to the Sound Shore Medical Malpractice Part and has been stayed temporarily pending further developments in the Bankruptcy Court. If you have any questions regarding the stay, you may contact Nancy Barry, Esq., Chief Clerk, Westchester Supreme and County Courts, by email to NBarry@courts.state.ny.us. In an effort to resolve issues without motion practice, any application relating to the stay in a particular matter requires a pre-motion conference. Conferences may be requested by contacting Sr. Court Clerk Maryann Tamberella at (914) 824-5348.

Thank you.

Hon. Alan D. Scheinkman, J.S.C.
Administrative Judge, Ninth Judicial District

SANTANGELO BENVENUTO SLATTERY
1800 NORTHERN BLVD.
ROSLYN, NEW YORK 11576

BRUCE WALSH, M.D.
140 LOCKWOOD AVENUE
NEW ROCHELLE NY 10801

WILSON, ELSER, MOSKOWITZ, EDE
1133 WESTCHESTER AVE.
WHITE PLAINS, NY 10604

To commence the statutory time for appeals as of right (CPLR 5513[a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

FILED
AND
ENTERED
ON 12-13 2011
WESTCHESTER
COUNTY CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER
PRESENT: HON. WILLIAM J. GIACOMO, J.S.C.

----------x

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, deceased,

Plaintiff,

Index No. 27658/2010

-against-

DECISION & ORDER

SOUND SHORE MEDICAL CENTER and BRUCE WALSH, M.D.,

Defendants.

----------x

Plaintiff commenced this medical malpractice action by purchasing an Index Number on November 1, 2010. Plaintiff served defendant Sound Shore Medial Center, however, he has been unable to serve defendant Bruce Walsh, M.D.

In August of 2011, plaintiff made this motion seeking permission to serve defendant Bruce Walsh, M.D. pursuant to CPLR §308(5). The application must be denied.

CPLR §306-b provides that

> Service of the summons and complaint, ...shall be made within one hundred twenty days after the filing of the summons and complaint.... If service is not made upon a defendant within the time provided in this section, the court, upon motion, shall dismiss the action without prejudice as to that defendant, or upon good cause shown or in the interest of justice, extend the time for service.

To commence the statutory time for appeals as of right (CPLR 5513[a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

FILED
AND
ENTERED
ON 12-13 2011
WESTCHESTER
COUNTY CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER
PRESENT: HON. WILLIAM J. GIACOMO, J.S.C.

----------x

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, deceased,

Plaintiff,

-against-

Index No. 27658/2010
DECISION & ORDER

SOUND SHORE MEDICAL CENTER and BRUCE WALSH, M.D.,

Defendants.

----------x

Plaintiff commenced this medical malpractice action by purchasing an Index Number on November 1, 2010. Plaintiff served defendant Sound Shore Medial Center, however, he has been unable to serve defendant Bruce Walsh, M.D.

In August of 2011, plaintiff made this motion seeking permission to serve defendant Bruce Walsh, M.D. pursuant to CPLR §308(5). The application must be denied.

CPLR §306-b provides that

> Service of the summons and complaint, ...shall be made within one hundred twenty days after the filing of the summons and complaint.... If service is not made upon a defendant within the time provided in this section, the court, upon motion, shall dismiss the action without prejudice as to that defendant, or upon good cause shown or in the interest of justice, extend the time for service.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of the estate of GENEVA ACKRIDGE, deceased,

Plaintiff,

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH M.D.

Defendants.

----------X

Date Purchased: November 1, 2010

Index No: 27658-10

Plaintiff designates Westchester County as the Place of trial.
Basis of Venue is Defendants' address and location of incident.

RECEIVED
NOV - 1 2010
COUNTY OF WESTCHESTER

SUMMONS

Defendant's address:
SOUND SHORE MEDICAL CENTER
16 Guion Place
New Rochelle, NY 10801

You are hereby summoned to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York).; and in case of your failure to appear, judgment will be entered against you by default for the relief demanded in the notice set below.

Dated: New Rochelle, NY
November 1, 2010

Defendant's Address:

Sound Shore Medical Center
16 Guion Pl
New Rochelle, NY 10801

Bruce Walsh, M.D.
c/o Sound Shore Medical Center
16 Guion Pl
New Rochelle, NY 10801

W. DARRELL PARRISH #37
CERTIFIED PROCESS
SERVER FIRST JUDICIAL
CIRCUIT OF FLORIDA
DATE _____ TIME _____

RICE & RICE, ESQS.
Attorney for Plaintiff's
270 North Avenue,
Suite 202
New Rochelle, NY 10801

NOTICE: The nature of this action is Wrongful Death; Conscious Pain and suffering; Medical Malpractice; Negligence; Negligent hiring, training, retention.

The relief sought is damages in an amount that exceeds the jurisdictional limits of all lower courts.

Upon failure to appear, judgment will be taken against you by default for an amount that exceeds the jurisdictional limits of all lower courts with fees an interest from January 27, 2009 together with costs of this action.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREGORY FOSTER, as ADMINISTRATOR of the Estate of Geneva Ackridge, deceased

AFFIDAVIT OF SERVICE

Plaintiff,

Index No.: 27658/10

-against-

SOUND SHORE MEDICAL CENTER and BRUCE WALSH,. MD.

Defendants.

----------X

RECEIVED
MAR 22 2011

STATE OF NEW YORK)
ss.
COUNTY OF WESTCHESTER)

Jared Rice, being sworn says, I am not a party to the above captioned matter, I am over eighteen (18) years of age and I reside in, New Rochelle, New York 10801.

On March 11, 2011, I served a true copy of the Verified Complaint , by mailing same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service, addressed to the addressee(s) indicated below, which has been designated for service by the addressee, or, if no such address has been designated, is the last-known address of the Addressee(s):

TO : Law Offices of Santangelo
Benevenuto & Slattery
1800 Northern Blvd.
Roslyn, NY 11576

Jared Rice

Sworn before on the
11th day of March, 2010

Notary Public

PILAR WYNN ATTERBERRY
NOTARY PUBLIC STATE OF NEW YORK
01WY6108923 QUAL IN WESTCHESTER CO
COMMISSION EXPIRES APRIL 19, 2012

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

GREG FOSTER, as Administrator of
the estate of GENEVA ACKRIDGE, deceased,

Plaintiff,

-against-

SOUND SHORE MEDICAL CENTER and
BRUCE WALSH M.D.

Defendants.

----------X

Date Purchased: November 1, 2010

Index No: 27658-10

Plaintiff designates Westchester County as the Place of trial.
Basis of Venue is Defendants' address and location of incident.

SUMMONS

Defendant's address:
SOUND SHORE MEDICAL CENTER
16 Guion Place
New Rochelle, NY 10801

You are hereby summoned to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York).; and in case of your failure to appear, judgment will be entered against you by default for the relief demanded in the notice set below.

Dated: New Rochelle, NY
November 1, 2010

Defendant's Address:

Sound Shore Medical Center
16 Guion Pl
New Rochelle, NY 10801

Bruce Walsh, M.D.
c/o Sound Shore Medical Center
16 Guion Pl
New Rochelle, NY 10801

RICE & RICE, ESQS.
Attorney for Plaintiff's
270 North Avenue,
Suite 202
New Rochelle, NY 10801

NOTICE: The nature of this action is Wrongful Death; Conscious Pain and suffering; Medical Malpractice; Negligence; Negligent hiring, training, retention.

The relief sought is damages in an amount that exceeds the jurisdictional limits of all lower courts.

Upon failure to appear, judgment will be taken against you by default for an amount that exceeds the jurisdictional limits of all lower courts with fees an interest from January 27, 2009 together with costs of this action.

UCS-840(REV 1/2000)

REQUEST FOR JUDICIAL INTERVENTION

SUPREME	Westchester	27658/10	November 1, 2010
COURT	COUNTY	INDEX NO.	DATE PURCHASED

For Clerk Only
IAS entry date
Judge Assigned
RJI Date

PLAINTIFF(S):

GREGORY FOSTER, As Administrator of the Estate of GENEVA ACKRIDGE, Deceased.

DEFENDANT(S):

SOUND SHORE MEDICAL CENTER and BRUCE WALSH, M.D.

Date issue joined March 22, 2011 Bill of particulars served (Y/N): [X] Yes [ ] No

NATURE OF JUDICIAL INTERVENTION (check ONE box only AND enter information)

[ ] Request for preliminary conference

[ ] Note of issue and/or certificate of readiness

[X] Notice of motion (return date: 9/9/2011)
Relief sought Service by publication

[ ] Order to show cause
(clerk enter return date: _____)
Relief sought _____

[ ] Other ex parte application (specify: _____)

[ ] Notice of petition (return date: _____)
Relief sought _____

[ ] Notice of medical or dental malpractice action (specify: _____)

[ ] Statement of net worth

[ ] Writ of habeas corpus

[ ] Other (specify: _____)

NATURE OF ACTION OR PROCEEDING (Check ONE box only)

MATRIMONIAL	
[ ] Contested	-CM
[ ] Uncontested	-UM
COMMERCIAL	
[ ] Contract	-CONT
[ ] Corporate	-CORP
[ ] Insurance (where insurer is a party, except arbitration)	-INS
[ ] UCC (including sales, negotiable instruments)	-UCC
[ ] *Other Commercial	-OC
REAL PROPERTY	
[ ] Tax Certiorari	-TAX
[ ] Foreclosure	-FOR
[ ] Condemnation	-COND
[ ] Landlord/Tenant	-LT
[ ] *Other Real Property	-ORP
OTHER MATTERS	
[ ] *	-OTH
TORTS	
Malpractice	
[X] Medical/Podiatric	-MM
[ ] Dental	-DM
[ ] *Other Professional	-OPM
[ ] Motor Vehicle	-MV
[ ] *Products Liability	-PL
[ ] Environmental	-EN
[ ] Asbestos	-ASB
[ ] Breast Implant	-BI
[ ] *Other Negligence	-OTN
[ ] *Other Tort (including intentional)	-OT
SPECIAL PROCEEDINGS	
[ ] Art. 75 (Arbitration)	-ART75
[ ] Art. 77 (Trusts)	-ART77
[ ] Art. 78	-ART78
[ ] Election Law	-ELEC
[ ] Guardianship (MHL Art. 81)	-GUARD81
[ ] *Other Mental Hygiene	-MHYG
[ ] *Other Special Proceeding	-OSP

Check "YES" or "NO" for each of the following questions:

Is this action/proceeding against a

YES	NO		YES	NO	
[ ]	[X]	Municipality: (Specify_____)	[ ]	[X]	Public Authority: (Specify_____)

YES	NO	
[ ]	[X]	Does this action/proceeding seek equitable relief?
[X]	[ ]	Does this action/proceeding seek recovery for personal injury?
[ ]	[X]	Does this action/proceeding seek recovery for property damage?

Pre-Note Time Frames:
(This applies to all cases except contested matrimonials and tax certiorari cases)

Estimated time period for case to be ready for trial (from filing of RJI to filing of Note of Issue):

[X] Expedited: 0-8 months ☐ Standard: 9-12 months ☐ Complex: 13-15 months

Contested Matrimonial Cases Only: (Check and give date)

Has summons been served? ☐ No ☐ Yes, Date_____

Was a Notice of No Necessity filed? ☐ No ☐ Yes, Date_____

ATTORNEY(S) FOR PLAINTIFF(S):

Self Rep.*	Name	Address	Phone #
☐	Rice & Rice Attorneys At Law	270 N. Ave, Ste 202, New Rochelle, NY 10801	(914) 633-9200
☐			

ATTORNEY(S) FOR DEFENDANT(S):

Self Rep.*	Name	Address	Phone #
☐	Santangelo, Benvenuto & Slattery	1800 Northern Blvd, Roslyn NY 11576	(516) 775-2236
[X]	Bruce Walsh, M.D	140 Lockwood Ave, Ste 103 New Rochelle, NY 10801	(914) 636-3373

*Self Represented: parties representing themselves, without an attorney, should check the "Self Rep." box and enter their name, address, and phone # in the space provided above for attorneys.

INSURANCE CARRIERS:

RELATED CASES: (IF NONE, write "NONE" below)

Title	Index #	Court	Nature of Relationship

I AFFIRM UNDER PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated:

(SIGNATURE)

Jordan Rice

(PRINT OR TYPE NAME)

Plaintiff

ATTORNEY FOR

ATTACH RIDER SHEET IF NECESSARY TO PROVIDE REQUIRED INFORMATION

\forms\rj12000.wpd

Check "YES" or "NO" for each of the following questions:

Is this action/proceeding against a

YES	NO		YES	NO	
[ ]	[X]	Municipality: (Specify_____)	[ ]	[X]	Public Authority: (Specify_____)

YES	NO	
[ ]	[X]	Does this action/proceeding seek equitable relief?
[X]	[ ]	Does this action/proceeding seek recovery for personal injury?
[ ]	[X]	Does this action/proceeding seek recovery for property damage?

Pre-Note Time Frames:
(This applies to all cases except contested matrimonials and tax certiorari cases)

Estimated time period for case to be ready for trial (from filing of RJI to filing of Note of Issue):

[X] Expedited: 0-8 months ☐ Standard: 9-12 months ☐ Complex: 13-15 months

Contested Matrimonial Cases Only: (Check and give date)

Has summons been served? ☐ No ☐ Yes, Date_____

Was a Notice of No Necessity filed? ☐ No ☐ Yes, Date_____

ATTORNEY(S) FOR PLAINTIFF(S):

Self Rep.*	Name	Address	Phone #
☐	Rice & Rice Attorneys At Law	270 N. Ave, Ste 202, New Rochelle, NY 10801	(914) 633-9200
☐			

ATTORNEY(S) FOR DEFENDANT(S):

Self Rep.*	Name	Address	Phone #
☐	Santangelo, Benvenuto & Slattery	1800 Northern Blvd, Roslyn NY 11576	(516) 775-2236
[X]	Bruce Walsh, M.D	140 Lockwood Ave, Ste 103 New Rochelle, NY 10801	(914) 636-3373

*Self Represented: parties representing themselves, without an attorney, should check the "Self Rep." box and enter their name, address, and phone # in the space provided above for attorneys.

INSURANCE CARRIERS:

RELATED CASES: (IF NONE, write "NONE" below)

Title	Index #	Court	Nature of Relationship

I AFFIRM UNDER PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated:

(SIGNATURE)

Jordan Rice
(PRINT OR TYPE NAME)

Plaintiff
ATTORNEY FOR

ATTACH RIDER SHEET IF NECESSARY TO PROVIDE REQUIRED INFORMATION

\forms\rj12000.wpd

Check "YES" or "NO" for each of the following questions:

Is this action/proceeding against a

YES	NO		YES	NO	
[ ]	[X]	Municipality: (Specify_____)	[ ]	[X]	Public Authority: (Specify_____)

YES	NO	
[ ]	[X]	Does this action/proceeding seek equitable relief?
[X]	[ ]	Does this action/proceeding seek recovery for personal injury?
[ ]	[X]	Does this action/proceeding seek recovery for property damage?

Pre-Note Time Frames:
(This applies to all cases except contested matrimonials and tax certiorari cases)

Estimated time period for case to be ready for trial (from filing of RJI to filing of Note of Issue):

[X] Expedited: 0-8 months ☐ Standard: 9-12 months ☐ Complex: 13-15 months

Contested Matrimonial Cases Only: (Check and give date)

Has summons been served? ☐ No ☐ Yes, Date_____

Was a Notice of No Necessity filed? ☐ No ☐ Yes, Date_____

ATTORNEY(S) FOR PLAINTIFF(S):

Self Rep.*	Name	Address	Phone #
☐	Rice & Rice Attorneys At Law	270 N. Ave, Ste 202, New Rochelle, NY 10801	(914) 633-9200
☐			

ATTORNEY(S) FOR DEFENDANT(S):

Self Rep.*	Name	Address	Phone #
☐	Santangelo, Benvenuto & Slattery	1800 Northern Blvd, Roslyn NY 11576	(516) 775-2236
[X]	Bruce Walsh, M.D	140 Lockwood Ave, Ste 103 New Rochelle, NY 10801	(914) 636-3373

*Self Represented: parties representing themselves, without an attorney, should check the "Self Rep." box and enter their name, address, and phone # in the space provided above for attorneys.

INSURANCE CARRIERS:

RELATED CASES: (IF NONE, write "NONE" below)

Title	Index #	Court	Nature of Relationship

I AFFIRM UNDER PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated:

(SIGNATURE)

Jordan Rice
(PRINT OR TYPE NAME)

Plaintiff
ATTORNEY FOR

ATTACH RIDER SHEET IF NECESSARY TO PROVIDE REQUIRED INFORMATION

\forms\rji2000.wpd

UCS-840(REV 1/2000)

REQUEST FOR JUDICIAL INTERVENTION

SUPREME	Westchester	27658/10	November 1, 2010
COURT	COUNTY	INDEX NO.	DATE PURCHASED

For Clerk Only
IAS entry date
Judge Assigned
RJI Date

PLAINTIFF(S):

GREGORY FOSTER, As Administrator of the Estate of GENEVA ACKRIDGE, Deceased.

DEFENDANT(S):

SOUND SHORE MEDICAL CENTER and BRUCE WALSH, M.D.

Date issue joined March 22, 2011 Bill of particulars served (Y/N): [X] Yes [ ] No

NATURE OF JUDICIAL INTERVENTION (check ONE box only AND enter information)

[ ] Request for preliminary conference

[ ] Note of issue and/or certificate of readiness

[X] Notice of motion (return date: 9/9/2011)
Relief sought Service by publication

[ ] Order to show cause
(clerk enter return date: _____)
Relief sought _____

[ ] Other ex parte application (specify: _____)

[ ] Notice of petition (return date: _____)
Relief sought _____

[ ] Notice of medical or dental malpractice action (specify: _____)

[ ] Statement of net worth

[ ] Writ of habeas corpus

[ ] Other (specify: _____)

NATURE OF ACTION OR PROCEEDING (Check ONE box only)

MATRIMONIAL		Malpractice	
[ ] Contested	-CM	[X] Medical/Podiatric	-MM
[ ] Uncontested	-UM	[ ] Dental	-DM
		[ ] *Other Professional	-OPM
COMMERCIAL			
[ ] Contract	-CONT	[ ] Motor Vehicle	-MV
[ ] Corporate	-CORP	[ ] *Products Liability	-PL
[ ] Insurance (where insurer is a party, except arbitration)	-INS	[ ] Environmental	-EN
[ ] UCC (including sales, negotiable instruments)	-UCC	[ ] Asbestos	-ASB
		[ ] Breast Implant	-BI
[ ] *Other Commercial	-OC	[ ] *Other Negligence	-OTN
		[ ] *Other Tort (including intentional)	-OT
REAL PROPERTY			
[ ] Tax Certiorari	-TAX		
[ ] Foreclosure	-FOR	**SPECIAL PROCEEDINGS**	
[ ] Condemnation	-COND	[ ] Art. 75 (Arbitration)	-ART75
[ ] Landlord/Tenant	-LT	[ ] Art. 77 (Trusts)	-ART77
[ ] *Other Real Property	-ORP	[ ] Art. 78	-ART78
		[ ] Election Law	-ELEC
		[ ] Guardianship (MHL Art. 81)	-GUARD81
OTHER MATTERS		[ ] *Other Mental Hygiene	-MHYG
[ ] *	-OTH	[ ] *Other Special Proceeding	-OSP

TORTS

UCS-840(REV 1/2000)

REQUEST FOR JUDICIAL INTERVENTION

SUPREME	Westchester	27658/10	November 1, 2010
COURT	COUNTY	INDEX NO.	DATE PURCHASED

For Clerk Only

IAS entry date

Judge Assigned

RJI Date

PLAINTIFF(S):

GREGORY FOSTER, As Administrator of the Estate of GENEVA ACKRIDGE, Deceased.

DEFENDANT(S):

SOUND SHORE MEDICAL CENTER and BRUCE WALSH, M.D.

Date issue joined March 22, 2011 Bill of particulars served (Y/N): [X] Yes [ ] No

NATURE OF JUDICIAL INTERVENTION (check ONE box only AND enter information)

[ ] Request for preliminary conference

[ ] Note of issue and/or certificate of readiness

[X] Notice of motion (return date: 9/9/2011)
Relief sought Service by publication

[ ] Order to show cause
(clerk enter return date: _____)
Relief sought _____

[ ] Other ex parte application (specify: _____)

[ ] Notice of petition (return date: _____)
Relief sought _____

[ ] Notice of medical or dental malpractice action (specify: _____)

[ ] Statement of net worth

[ ] Writ of habeas corpus

[ ] Other (specify: _____)

NATURE OF ACTION OR PROCEEDING (Check ONE box only)

MATRIMONIAL		Malpractice	
[ ] Contested	-CM	[X] Medical/Podiatric	-MM
[ ] Uncontested	-UM	[ ] Dental	-DM
		[ ] *Other Professional	-OPM
COMMERCIAL			
[ ] Contract	-CONT	[ ] Motor Vehicle	-MV
[ ] Corporate	-CORP	[ ] *Products Liability	-PL
[ ] Insurance (where insurer is a party, except arbitration)	-INS	[ ] Environmental	-EN
[ ] UCC (including sales, negotiable instruments)	-UCC	[ ] Asbestos	-ASB
		[ ] Breast Implant	-BI
[ ] *Other Commercial	-OC	[ ] *Other Negligence	-OTN
		[ ] *Other Tort (including intentional)	-OT
REAL PROPERTY			
[ ] Tax Certiorari	-TAX	**SPECIAL PROCEEDINGS**	
[ ] Foreclosure	-FOR	[ ] Art. 75 (Arbitration)	-ART75
[ ] Condemnation	-COND	[ ] Art. 77 (Trusts)	-ART77
[ ] Landlord/Tenant	-LT	[ ] Art. 78	-ART78
[ ] *Other Real Property	-ORP	[ ] Election Law	-ELEC
		[ ] Guardianship (MHL Art. 81)	-GUARD81
OTHER MATTERS		[ ] *Other Mental Hygiene	-MHYG
[ ] * _____	-OTH	[ ] *Other Special Proceeding	-OSP

TORTS

Check "YES" or "NO" for each of the following questions:

Is this action/proceeding against a

YES [ ] NO [X] Municipality: (Specify_____)

YES [ ] NO [X] Public Authority: (Specify_____)

YES NO
[ ] [X] Does this action/proceeding seek equitable relief?
[X] [ ] Does this action/proceeding seek recovery for personal injury?
[ ] [X] Does this action/proceeding seek recovery for property damage?

Pre-Note Time Frames:
(This applies to all cases except contested matrimonials and tax certiorari cases)

Estimated time period for case to be ready for trial (from filing of RJI to filing of Note of Issue):

[X] Expedited: 0-8 months ☐ Standard: 9-12 months ☐ Complex: 13-15 months

Contested Matrimonial Cases Only: (Check and give date)

Has summons been served? ☐ No ☐ Yes, Date_____

Was a Notice of No Necessity filed? ☐ No ☐ Yes, Date_____

ATTORNEY(S) FOR PLAINTIFF(S):

Self Rep.*	Name	Address	Phone #
☐	Rice & Rice Attorneys At Law	270 N. Ave, Ste 202, New Rochelle, NY 10801	(914) 633-9200
☐			

ATTORNEY(S) FOR DEFENDANT(S):

Self Rep.*	Name	Address	Phone #
☐	Santangelo, Benvenuto & Slattery	1800 Northern Blvd, Roslyn NY 11576	(516) 775-2236
[X]	Bruce Walsh, M.D	140 Lockwood Ave, Ste 103 New Rochelle, NY 10801	(914) 636-3373

*Self Represented: parties representing themselves, without an attorney, should check the "Self Rep." box and enter their name, address, and phone # in the space provided above for attorneys.

INSURANCE CARRIERS:

RELATED CASES: (IF NONE, write "NONE" below)

Title	Index #	Court	Nature of Relationship

I AFFIRM UNDER PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated:

(SIGNATURE)

Jordan Rice
(PRINT OR TYPE NAME)

Plaintiff
ATTORNEY FOR

ATTACH RIDER SHEET IF NECESSARY TO PROVIDE REQUIRED INFORMATION

\forms\rji2000.wpd

Check "YES" or "NO" for each of the following questions:

Is this action/proceeding against a

YES NO
[ ] [X] Municipality: (Specify_____)

YES NO
[ ] [X] Public Authority: (Specify_____)

YES NO
[ ] [X] Does this action/proceeding seek equitable relief?
[X] [ ] Does this action/proceeding seek recovery for personal injury?
[ ] [X] Does this action/proceeding seek recovery for property damage?

Pre-Note Time Frames:
(This applies to all cases except contested matrimonials and tax certiorari cases)

Estimated time period for case to be ready for trial (from filing of RJI to filing of Note of Issue):

[X] Expedited: 0-8 months ☐ Standard: 9-12 months ☐ Complex: 13-15 months

Contested Matrimonial Cases Only: (Check and give date)

Has summons been served? ☐ No ☐ Yes, Date_____

Was a Notice of No Necessity filed? ☐ No ☐ Yes, Date_____

ATTORNEY(S) FOR PLAINTIFF(S):

Self Rep.*	Name	Address	Phone #
☐	Rice & Rice Attorneys At Law	270 N. Ave, Ste 202, New Rochelle, NY 10801	(914) 633-9200
☐			

ATTORNEY(S) FOR DEFENDANT(S):

Self Rep.*	Name	Address	Phone #
☐	Santangelo, Benvenuto & Slattery	1800 Northern Blvd, Roslyn NY 11576	(516) 775-2236
[X]	Bruce Walsh, M.D	140 Lockwood Ave, Ste 103 New Rochelle, NY 10801	(914) 636-3373

*Self Represented: parties representing themselves, without an attorney, should check the "Self Rep." box and enter their name, address, and phone # in the space provided above for attorneys.

INSURANCE CARRIERS:

RELATED CASES: (IF NONE, write "NONE" below)

Title	Index #	Court	Nature of Relationship

I AFFIRM UNDER PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated:

(SIGNATURE)

Jordan Rice
(PRINT OR TYPE NAME)

Plaintiff
ATTORNEY FOR

ATTACH RIDER SHEET IF NECESSARY TO PROVIDE REQUIRED INFORMATION

\forms\rji2000.wpd

REQUEST FOR JUDICIAL INTERVENTION

UCS-840 (3/2011)

For Court Clerk Use Only:
IAS Entry Date
Judge Assigned
RJI Date

Supreme COURT, COUNTY OF Westchester

Index No: 27658/10 Date Index Issued: November 1, 2010

CAPTION: Enter the complete case caption. Do not use et al or et ano. If more space is required, attach a caption rider sheet.

GREGORY FOSTER, As administrator of the Estate of GENEVA ACKRIDGE, Deceased

Plaintiff(s)/Petitioner(s)

FILED
SEP - 1 2011
TIMOTHY C. IDONI
COUNTY CLERK
COUNTY OF WESTCHESTER

-against-

Sound Shore Medical Center and BRUCE WALSH, M.D.

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING: Check ONE box only and specify where indicated.

MATRIMONIAL
- ○ Contested
- ○ Uncontested

NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the **MATRIMONIAL RJI Addendum.**

TORTS
- ○ Asbestos
- ○ Breast Implant
- ○ Environmental: _____ (specify)
- ✓ Medical, Dental, or Podiatric Malpractice
- ○ Motor Vehicle
- ○ Products Liability: _____ (specify)
- ○ Other Negligence: _____ (specify)
- ○ Other Professional Malpractice: _____ (specify)
- ○ Other Tort: _____ (specify)

COMMERCIAL
- ○ Business Entity (including corporations, partnerships, LLCs, etc.)
- ○ Contract
- ○ Insurance (where insurer is a party, except arbitration)
- ○ UCC (including sales, negotiable instruments)
- ○ Other Commercial: _____ (specify)

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the **COMMERCIAL DIV RJI Addendum.**

REAL PROPERTY: How many properties does the application include? ____
- ○ Condemnation
- ○ Foreclosure

Property Address: _____ Alabama
Street Address City State Zip

NOTE: For Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the **FORECLOSURE RJI Addendum.**

- ○ Tax Certiorari - Section: _____ Block: _____ Lot: _____
- ○ Other Real Property: _____ (specify)

OTHER MATTERS
- ○ Certificate of Incorporation/Dissolution [see NOTE under Commercial]
- ○ Emergency Medical Treatment
- ○ Habeas Corpus
- ○ Local Court Appeal
- ○ Mechanic's Lien
- ○ Name Change
- ○ Pistol Permit Revocation Hearing
- ○ Sale or Finance of Religious/Not-for-Profit Property
- ○ Other: _____ (specify)

SPECIAL PROCEEDINGS
- ○ CPLR Article 75 (Arbitration) [see NOTE under Commercial]
- ○ CPLR Article 78 (Body or Officer)
- ○ Election Law
- ○ MHL Article 9.60 (Kendra's Law)
- ○ MHL Article 10 (Sex Offender Confinement-Initial)
- ○ MHL Article 10 (Sex Offender Confinement-Review)
- ○ MHL Article 81 (Guardianship)
- ○ Other Mental Hygiene: _____ (specify)
- ○ Other Special Proceeding _____ (specify)

STATUS OF ACTION OR PROCEEDING: Answer YES or NO for EVERY question AND enter additional information where indicated.

	YES	NO	
Has a summons and complaint or summons w/notice been filed?	✓	○	If yes, date filed _____
Is this action/proceeding being filed post-judgment?	○	✓	If yes, judgment date: _____

NATURE OF JUDICIAL INTERVENTION: Check ONE box only AND enter additional information where indicated.

- ○ Infant's Compromise
- ○ Note of Issue and/or Certificate of Readiness
- ○ Notice of Medical, Dental, or Podiatric Malpractice — Date Issue Joined: March 22, 2011
- ☑ Notice of Motion — Relief Sought: Alternate Service — Return Date:
- ○ Notice of Petition — Relief Sought: Alternate Service — Return Date:
- ○ Order to Show Cause — Relief Sought: Alternate Service — Return Date:
- ○ Other Ex Parte Application — Relief Sought: Alternate Service
- ○ Poor Person Application
- ○ Request for Preliminary Conference
- ○ Residential Mortgage Foreclosure Settlement Conference
- ○ Writ of Habeas Corpus
- ○ Other (specify):

RELATED CASES: List any related actions. For Matrimonial actions, include any related criminal and/or Family Court cases. If additional space is required, complete and attach the **RJI Addendum**. If none, leave blank.

Case Title	Index/Case No.	Court	Judge (if assigned)	Relationship to Instant Case

PARTIES: If additional space is required, complete and attach the **RJI Addendum**. For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in "Attorneys" space.

Un-Rep	Parties: List parties in caption order and indicate party role(s) (e.g. defendant; 3rd-party plaintiff).	Attorneys: Provide name, firm name, business address, phone number and e-mail address of all attorneys that have appeared in the case.	Issue Joined (Y/N):	Insurance Carrier(s):
☐	FOSTER (Last Name) GREGORY (First Name) Primary Role: Plaintiff Secondary Role (if any): Plaintiff	Rice (Last Name) Jordan (First Name) Rice and Rice attorneys at Law (Firm Name) 270 N. Ave Ste 202 New Rochelle Alabama NY 1089 (Street Address / City / State / Zip) (914) 633-9200 (Phone) (914) 633-9291 (Fax) jordan@NYRiceLaw.com (e-mail)	☑ YES ○ NO	
☐	Saint Mare Medical Center (Last Name / First Name) Primary Role: Defendant Secondary Role (if any): Plaintiff	Last Name First Name Law offices of Santangelo, Benvenuto and Slattery (Firm Name) 1800 Northern Blvd, Roslyn Alabama NY 11576 (Street Address / City / State / Zip) (516) 775-2256 (Phone) Fax e-mail	☑ YES ○ NO	
☑	WALSH (Last Name) BRUCE (First Name) Primary Role: Defendant Secondary Role (if any): Plaintiff	Last Name First Name Firm Name 140 Lockwood Ave Ste 103 New Rochelle Alabama NY 10801 (Street Address / City / State / Zip) (914) 636-3373 (Phone) Fax e-mail	○ YES ☑ NO	
☐	Last Name First Name Primary Role Secondary Role (if any): Plaintiff	Last Name First Name Firm Name Street Address City Alabama State Zip Phone Fax e-mail	○ YES ○ NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated: 9/1/11

4460150
ATTORNEY REGISTRATION NUMBER

SIGNATURE

Jordan C. Rice
PRINT OR TYPE NAME

Print Form

Claims
THE U.
Entered 06/29/15 14:27:50
Filed 06/29/15
(Part 7) Pg 54 of 54
Doc 11
13-22840-rdd

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.

UNITED STATES POSTAL SERVICE

U.S. POSTAGE
PAID
NEW ROCHELLE, NY
10801
JAN 29, '14
AMOUNT
$19.99
0006112-11

1007

EK 039036142 US

UNITED STATES POSTAL SERVICE® | PRIORITY ★ MAIL ★ EXPRESS™

Post Office To Addressee

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (914) 633-9200

Rice & Rice Attorneys at Law
270 North Avenue Suite 202
New Rochelle, New York 10801

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No.	Federal Agency Acct. No. or Postal Service™ Acct. No.

DELIVERY OPTIONS (Customer Use Only)

☐ **SIGNATURE REQUIRED**

Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability

TO: (PLEASE PRINT) PHONE ( )

Sound Shore Medical Center
C/O GCG, Inc.
5151 Blazer Parkway, Suite A,
Dublin, OH 43017

ZIP + 4® (U.S. ADDRESSES ONLY)

ORIGIN (POSTAL SERVICE USE ONLY)

☑ 1-Day ☐ 2-Day ☐ Military ☐ DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage
10802	01/30/14	$ 19.99

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
01/29/14	3pm ☐ AM ☐ PM	$	$

Time Accepted		Return Receipt Fee
4:50 ☐ AM ☑ PM	☐ Loss Guarantee Only	$

Weight	☐ Flat Rate		Total Postage & Fees
lbs	ozs	☐ Live Shipment ☐ Sunday/Holiday Premium	$ 19.99 Acceptance Employee Initials

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	

■ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
■ $100.00 insurance included.

LABEL 11-B, JULY 2013 PSN 7690-02-000-9996 1-ORIGIN POST OFFICE COPY

destinations. See DMM ...

† Money Back Guarantee for U.S. destinations only.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
GTL Construction, LLC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

Name and Addresses Where Notices Should be Sent:
GTL Construction LLC
1230 Mamaroneck Ave.
White Plains, N.Y. 10605

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR.
1420

1. BASIS FOR CLAIM.
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 2/16/08 – 3/31/08

3. DESCRIPTION OF CLAIM (IF KNOWN): Unpaid Services Provided

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 4,125.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6 SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Angelo Monaco
Title: President
Company: GTL Construction LLC.
Address and telephone number (if different from notice address above).

Telephone number: (914)-997-2100

X _____ (Signature)

X 1-23-14 (Date)

email: amonaco@GTLConstruction.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc , P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al* , c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01216
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

THE GARDEN CITY GROUP, INC. JAN 24 2014

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 8) Pg 2 of 41



GTL Construction, LLC

AR Invoice Aging

11/03/10

AR Invoice Aging
Land
Client 1420 to 1420

Record#	Invoice#	Due Date	Balance	Retained	Current	1 - 30	31 - 60	61 - 90	91+	Total Due
1420 Mt Vernon Hospital										
7051 Mt Vernon Hosp. General										
1089	1619	04/01/2008	2,250.00						2,250.00	2,250.00
1115	1637	05/01/2008	1,875.00						1,875.00	1,875.00
		Job Totals:	**4,125.00**						**4,125.00**	**4,125.00**
		Client Totals:	**4,125.00**						**4,125.00**	**4,125.00**
		Grand Totals:	**4,125.00**						**4,125.00**	**4,125.00**

GTL Construction, LLC
120 Bloomingdale Road
White Plains NY 10605
914.997.2100

Contract Invoice

Invoice#: 1637

Date: 04/01/2008

Billed To: Mt Vernon Hospital
12 North Seventh Avenue
Mt Vernon NY 10550

Project: Mt Vernon Hosp. General
12 North Seventh Avenue
Mt Vernon NY 10550

Due Date: 05/01/2008 **Terms:** 30DY **Order#**

Description	Amount
Matrix hrs 03/21 03/28 & 3/31	2,550.00

Notes:

Billable Man Hours

As per Daily Time Matrixes for dates 03/21/08, 03/28/08 & 03/31/08

34 hours x $75.00/hour = $3600.00

03/21/08 = 12.0 hours
03/28/08 = 14.0 hours
03/31/08 = 8.0 hours (1 day)

PARTIAL PAYMENT $ 675

Please remit payment to:

GTL CONSTRUCTION, LLC
120 BLOOMINGDALE ROAD
WHITE PLAINS, NY 10605

(

Sales Tax:	0.00
Invoice Total:	2,550.00
Retention:	0.00
Amount Paid:	0.00
Amount Due	**2,550.00**

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 4 of 41

MVH
12 NORTH SEVENTH AVENUE
MT. VERNON, NY 10550

GTL

Week Ending: 03/21/08

PROJECT	Project No.	Monday	Tuesday	Wednesday	Thursday	Friday	Total
		03/17/08	03/18/09	03/19/11	03/20/13	03/21/15	
TCU	7043						
MRI	7048						
MICA	7049						
ER	7050	6	6	6	5	5	28
C of O	7051						
MED.REC.	7051						
SPRINKLER	7051	1	1		1	1	4
AUTOCLAVE	7051						
DIALYSIS	7051			1	1	1	3
ROOF	7051						
Kirshonbaum	7051	1	1	1	1	1	5
TOTAL		8	8	8	8	8	40

12

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 5 of 41

MVH
12 NORTH SEVENTH AVENUE
MT. VERNON, NY 10550

GTL

Week Ending: 03/28/08

PROJECT	Project No.	Monday	Tuesday	Wednesday	Thursday	Friday	Total
		03/24/08	03/25/09	03/26/11	03/27/13	03/28/15	
TCU	7043						
MRI	7048						
MICA	7049						
ER	7050	2	5	4	5	4	20
C of O	7051						
MED.REC.	7051						
SPRINKLER	7051		1	1	1	1	4
Sec.Grant	7051		1	1	1	1	4
DIALYSIS	7051			1		1	2
ROOF	7051						
Kirshonbaum	7051		1	1	1	1	4
TOTAL		2	8	8	8	8	34

14

3/28/2008 8:52 AM

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 8) Pg 6 of 41

MVH
12 NORTH SEVENTH AVENUE
MT VERNON, NY 10550

GTL

Week Ending: 04/04/08

PROJECT	Project No.	Monday	Tuesday	Wednesday	Thursday	Friday	Total
		03/31/08	04/01/~~09~~	04/02/~~11~~	04/03/~~13~~	04/04/~~15~~	
TCU	7043		08	08	08	08	
MRI	7048						
MICA	7049						
ER	7050		2	3		3	8
Ac.Dialysis	7050			1			1
MED.REC.	7051						
SPRINKLER	7051					1	1
Sec.Grant	7051		1		1		2
HEAL 7	7051	6	3				9 — 6
DIALYSIS	7051			1		1	2
ROOF	7051						
Kirshonbaum	7051		1	1	1		3
Resp. Therp.	7050	2	1	2	2	3	10 — 2
Relocation							
TOTAL		8	8	8	4	8	36 — 8 = 28

4/3/2008 10:50 AM

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS. TAX ID 131740115 29628 CHECK NO. 713343

DATE	DESCRIPTION / INVOICE NO.	ACCOUNT NUMBER	VOUCHER NUMBER	GROSS AMOUNT	CASH DISCOUNT	NET AMOUNT
3/01/08	1619		100198	600.00	.00	600.00
3/15/08	1623		99419	4275.00	.00	4275.00
4/01/08	1637		100197	675.00	.00	675.00

THE MOUNT VERNON HOSPITAL
12 North Seventh Avenue, Mount Vernon, NY 10550

*******5,550.00

GTL Construction, LLC
120 Bloomingdale Road
White Plains NY 10605
914.997.2100

Contract Invoice

Invoice#: 1619

Date: 03/01/2008

Billed To: Mt Vernon Hospital
12 North Seventh Avenue
Mt Vernon NY 10550

Project: Mt Vernon Hosp. General
12 North Seventh Avenue
Mt Vernon NY 10550

Due Date: 04/01/2008 **Terms:** 30DY **Order#**

Description	Amount
Matrix hrs 02/18/08 & 02/25/08	3,675.00

Notes:

Billable Man Hours

As per Daily Time Matrixes for dates 02/18/08 & 02/25/08

49.0 hours x $75.00/hour = $3675.00

02/18/08 = 24.0 hours
02/25/08 = 25.0 hours

Partial Payment $825.00
6/24 Spoke to Nuala

Please remit payment to:

GTL CONSTRUCTION, LLC
120 BLOOMINGDALE ROAD
WHITE PLAINS, NY 10605

(

Sales Tax:	0.00
Invoice Total:	3,675.00
Retention:	0.00
Amount Paid:	0.00
Amount Due	**3,675.00**

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 8) Pg 9 of 41

M.V.H
12 NORTH SEVENTH AVENUE
MT. VERNON, NY 10550

GTL
Week Ending: 02/22/08

PROJECT	Project No.	Monday	Tuesday	Wednesday	Thursday	Friday	Total
		02/18/08	02/19/08	02/20/08	02/21/08	02/22/08	
TCU	7043		1	1	1	1	4
MRI	7048						
MICA	7049						
ER	7050		1	1	1	1	4
Parking							
C of O	7051		1	1	1	1	4
MED.REC.	7051						
SPRINKLER	7051		2	2	2	2	8
AUTOCLAVE	7051						
AC.DAILS	7051		1	1	1	1	4
ROOF	7051						
HOUSE	7051						
Kirsh. Lic.	$7,051		2	2	2	2	8
TOTAL			8	8	8	8	32

24

2/19/2008 8:17 AM

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 10 of 41

MVH
12 NORTH SEVENTH AVENUE
MT. VERNON, NY 10550

GTL
Week Ending: 02/29/08

PROJECT	Project No.	Monday	Tuesday	Wednesday	Thursday	Friday	Total
		02/25/08	02/26/08	02/27/08	02/28/08	02/29/08	
TCU	7043			1	1		2
MRI	7048						
				1	1		2
MICA	7049						
ER	7050	3	2	2	2	2	11
Parking							
C of O	7051						
Kirsh. Lic.	7051	4	3	3	2	2	14
SPRINKLER	7051		1			2	3
Facsade	7051		1	1	1	1	4
AC.DAILS	7051	1	1		1	1	4
ROOF	7051						
Welness	7051						
TOTAL		8	8	8	8	8	40

25

2/28/2008 8:37 AM

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 11 of 41

THE MOUNT VERNON HOSPITAL
12 NORTH SEVENTH AVENUE
MOUNT VERNON, NEW YORK 10550

OPERATING ACCOUNT
HUDSON VALLEY BANK
403 EAST SANDFORD BLVD.
MT. VERNON, NY 10550

711765
50-930/219

DATE	CHECK NUMBER
6/12/2008	0711765

CHECK AMOUNT
$ ******5,138.53

PAY ****5,138 DOLLARS AND 53 CENTS

TO THE ORDER OF: GTL CONSTRUCTION LLC 29628
120 BLOOMINGDALE ROAD
WHITE PLAINS NY 10605

⑈711765⑈ ⑆021909300⑆ 120171400⑈

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS. TAX ID 131740115 29628 CHECK NO. 711765 0711765

DATE	DESCRIPTION / INVOICE NO.	ACCOUNT NUMBER	VOUCHER NUMBER	GROSS AMOUNT	CASH DISCOUNT	NET AMOUNT
2/15/08	1607		98799	2588.53	.00	2588.53
3/01/08	1616		99416	450.00	.00	450.00
3/01/08	1617		99414	150.00	.00	150.00
3/01/08	1618		99417	1125.00	.00	1125.00
3/01/08	1619		100196	825.00	.00	825.00

THE MOUNT VERNON HOSPITAL
12 North Seventh Avenue, Mount Vernon, NY 10550

******5,138.53

From: (914) 997-2100
Front Desk
GTL Construction LLC
1230 Mamaroneck Ave
2nd Floor
WHITE PLAINS, NY 10605

Origin ID: NESA

FedEx Express

J14101312270326

Ship Date: 23JAN14
ActWgt: 1.0 LB
CAD: 9168573/INET3490

Delivery Address Bar Code

SHIP TO: (914) 997-2100 BILL SENDER
Sound Shore Medical of Westchester,
Sound Shore Medical of Westchester,
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

Ref # United States Bankruptcy Court
Invoice #
PO #
Dept #

FRI - 24 JAN AA
STANDARD OVERNIGHT

TRK# 0201 **7977 0927 4716**

XX OSUA

43017
OH-US
LCK

522G1/D6EC/F220

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

RT 219 3 A
ST 17 4716
01.24

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Gwen Tyson as executrix of the estate of Paul Tyson

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 11 2014

Name and Addresses Where Notices Should be Sent:
Rosenbaum & Rosenbaum, P.C.
100 Wall Street, 15th Floor
New York, New York 10005

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☑ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): June 1, 2012

3. DESCRIPTION OF CLAIM (IF KNOWN): Medical Malpractice

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 5,000,000.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary. Creditor is not in possession of my documents at this time

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Matthew T. Gammons
Title: Partner
Company: Rosenbaum & Rosenbaum, P.C.
Address and telephone number (if different from notice address above):
100 Wall Street, 15th Floor
New York, New York 10005
Telephone number: 212-514-5007

(Signature) 11/7/14 (Date)

email: mg@rosenbaumnylaw.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01141
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

ROSENBAUM & ROSENBAUM, P.C.

ATTORNEYS AT LAW

100 WALL STREET
15TH FLOOR
NEW YORK, NEW YORK 10005

TEL (212) 514-5007
FAX (212) 514-9178

GEORGE D. ROSENBAUM
CRAIG D. ROSENBAUM

MATTHEW T. GAMMONS[1]

JAMES Z. ROSS
JONATHAN E. GOLD

[1] ADMITTED N.Y. & MA.

www.rosenbaumnylaw.com
info@rosenbaumnylaw.com

January 7, 2014

Via Certified Mail
Sound Shore Medical of Westchester, et. al. c/o GCG, Inc.,
PO Box 9982
Dublin, Ohio 43017-5982

Re: Sound Shore Medical Center of Westchester
Our Client: Gwen Tyson as Executrix of the Estate of Paul Tyson
Case No.: 13-22840
Our File No.: 837212

Dear Sir/Madam:

Enclosed please find an original completed Administrative Expense proof of Claim form in regards to the above mentioned matter.

Please provide our office with a stamped copy of said form acknowledging the filing of our claim. A self-addressed stamped envelope is enclosed for your convenience.

Thank you for your attention to this matter.

Very truly yours,

ROSENBAUM & ROSENBAUM, P.C.

Matthew T. Gammons

MG/ec
Enclosures

LIMITED POWER OF ATTORNEY

I, Gwen Tyson as Admin of Estate of Paul Tyson, residing in the County of Westchester and State of New York, being of sound and disposing mind and memory, do hereby make, publish and declare this to be a LIMITED POWER OF ATTORNEY.

I, Gwen Tyson as Admin. of Estate of Paul Tyson, hereby appoint my attorneys, ROSENBAUM & ROSENBAUM, P.C., as my representatives authorized by law. As such I am authorizing them to execute written requests for patient information under Public Health Law 18 and to sign all Authorizations for Release of Health Information Pursuant to HIPAA for the sole purpose of my potential or ongoing lawsuit.

This Limited Power of Attorney shall take effect immediately. I understand that unless I revoke it, this Limited Power of Attorney will remain in effect until my claim and/or case is extinguished.

Gwendolyn Tyson
Signature

11/14/2012
Date

Sworn to before me this 14th
Day of November, 2012

Notary Public

Gammons Matthew T.
Notary Public State of New York
No. 02GA6199095
Qualified in Nassau County
Commission Expires 01/12/2013

Certificate# 82635

Surrogate's Court of the State of New York
Westchester County
Certificate of Appointment of Executor

File #: 2012-1326

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this court, as follows:

Name of Decedent: **Paul Tyson**
aka Paul H Tyson Sr

Date of Death: **June 1, 2012**

Domicile: **New Rochelle, New York**

Fiduciary Appointed: **Gwendolyn Tyson**
Mailing Address: 29 Brookdale Avenue
New Rochelle NY 10801

Type of Letters Issued: **LETTERS TESTAMENTARY**

Letters Issued On: **June 8, 2012**

Limitations: NONE

and such Letters are unrevoked and in full force as of this date.

Dated: June 11, 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester County Surrogate's Court at White Plains, New York.

WITNESS, Hon. Anthony A. Scarpino Jr., Judge of the Westchester County Surrogate's Court.

Joseph M. Accetta

Joseph M Accetta, Chief Clerk
Westchester County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Westchester County Surrogate's Court

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 17 of 41

ROSENBAUM & ROSENBAUM, P.C.
PO WALL STREET, 15TH FLOOR
NEW YORK, NEW YORK 10005



Sound Shore Medical of Westchester, et. al. c/o
GCG, Inc.,
PO Box 9982
Dublin, Ohio 43017-5982

43017B9982 B050

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)

MARCELLE HARRIS

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP, INC. JAN 14 2014

Name and Addresses Where Notices Should be Sent:

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: 6/29/13

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM.
   ☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
   ☐ Money loaned ☐ Taxes ☒ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____
2. DATE DEBT WAS INCURRED (IF KNOWN):
3. DESCRIPTION OF CLAIM (IF KNOWN): PRE-PETITION SEVERANCE AGREEMENT
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 10,012.38 (Total)
5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.
6. SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain If the documents are voluminous, attach a summary.
7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
   ☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARCELLE HARRIS
Title: _____
Company: _____
Address and telephone number (if different from notice address above).
_____
_____
_____
Telephone number: 914 636-0764

Marcelle Harris (Signature) (Date)

hmarcelleharris@aol.com
email: Marcelle Harris

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01162
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

MARCELLE HARRIS / SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Pre- Petition Severance Agreement – $28, 785.78

As of May 30, 2013 (agreed upon pay date for SSMC) balance - $ 17, 521.74

As of August 24, 2013 – SSMC had paid - $ 7,509,.36

Outstanding balance of Severance Agreement – 10,012.38

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	**Case No.**
☒ Sound Shore Medical Center of Westchester	13-22840
☐ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Name of Creditor (the person or other entity to whom the Debtor owes money or property): Marcelle Harris

Name and address where notices should be sent:
Marcelle Harris
167 Sickles Avenue
New Rochelle, NY 10801
Telephone number: 914 636-0764
Email Address: marcelleharris@aol.com

Name and address where payment should be sent (if different from above):
Same As Above
Telephone number:
Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: 13-22840 *(If known)*

Filed on: 5/21/13

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Your Claim is Scheduled As Follows:

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. **Amount of Claim as of Date Case Filed (May 29, 2013):** $ 17,521.74

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. **Basis for Claim:** Pre-Petition Severance Agreement
(See instruction #2)

3. **Last four digits of any number by which creditor identifies Debtor:** 6635

3a. **Debtor may have scheduled account as:** _____ (See instruction #3a)

3b. **Uniform Claim Identifier (optional):** _____ (See instruction #3b)

4. **Secured Claim** (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $_____

Annual Interest Rate _____% ☐ Fixed or ☐ Variable (when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $_____

5. **Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.**

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $_____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. **Claim Pursuant to 11 U.S.C. § 503(b)(9):** Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7) 7,501.32 8/24/15 ASF

8. **Documents:** Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and redacted copies of documen providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "redacted"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (*See instruction #9*) Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or othe codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARCELLE HARRIS Marcelle Harris 9/12/13

Title: _____ (Signature) (Date)

Company: _____

Address and telephone number (if different from notice address above):

_____

_____

_____

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debto exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you wi any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Bo 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite *Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.*

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A□SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check th appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS below) A claim may be partly priority and partly non-priority. For example, in som of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor withi 20 days before May 29, 2013, the date of commencement of the above cases, in whic the goods have been sold to the Debtor in the ordinary course of the Debtor' business, state the amount of such claim and attach documentation supporting suc claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment th when calculating the amount of the claim, the creditor gave the Debtor credit for an payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lie secures the debt. You must also attach copies of documents that evidence perfectio of any security interest. You may also attach a summary in addition to the documen themselves. FRBP 3001(c) and (d). If the claim is based on delivering health ca goods or services, limit disclosing confidential healthcare information. Do not sen original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If th claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rul specifying what constitutes a signature. If you sign this form, you declare und penalty of perjury that the information provided is true and correct to the best of yo knowledge, information, and reasonable belief. Your signature is also a certificatio that the claim meets the requirements of FRBP 9011(b). Whether the claim is file electronically or in person, if your name is on the signature line, you are responsibl for the declaration. Print the name and title, if any, of the creditor or other perso authorized to file this claim. State the filer's address and telephone number if it differ from the address given on the top of the form for purposes of receiving notices. If th claim is filed by an authorized agent, attach a complete copy of any power of attorne and provide both the name of the individual filing the claim and the name of th agent. If the authorized agent is a servicer, identify the corporate servicer as th company. Criminal penalties apply for making a false statement on a proof of claim.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, *et al.*

Chapter 11
Case No. 13-22840 (rdd)

Debtors.

SUPPLEMENTAL ORDER APPROVING PRIVATE SALE OF THE DEBTORS' REAL ESTATE AND DESIGNATED PERSONAL PROPERTY ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS

An Order having been entered by the Court on August 8, 2013 (the "**Sale Order**") [Docket No. 259], approving a private sale (the "**Sale**") of the above captioned debtors' (the "**Debtors**")[1] real property and designated personal property assets, free and clear of all liens, claims and encumbrances, to Montefiore SS Operations, Inc., Montefiore MV Operations, Inc., Montefiore HA Operations, Inc, and Montefiore SS Holdings, LLC, Montefiore MV Holdings, LLC, and Montefiore HA Holdings, LLC (collectively referred to as the "**Buyer**"), subject to the provisions of the Sale Order, including the continued rights of the New York State Nurses Association ("**NYSNA**") and 1199 SEIU Healthcare Workers, East ("**1199**") to object to the Sale on the terms set forth in the Sale Order; and no objection to the proposed Sale having been filed by 1199, and NYSNA having filed an objection to the Sale on September 6, 2013 (the "**NYSNA Objection**") [Docket No. 309]; and the Debtors and Buyer each having filed a response to the NYSNA Objection on September 6, 2013 [Docket Nos. 310 and 315, respectively]; and a hearing having been held by the Court on the NYSNA Objection on September 13, 2013 (the "**September 13 Hearing**"); and the Court having requested supplemental briefing from all

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: Sound Shore Health System, Inc. (1398), Sound Shore Medical Center of Westchester (0117), The Mount Vernon Hospital, Inc. (0115), Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center (0781), NRHMC Services Corporation (9137), The M.V.H. Corporation (1514) and New Rochelle Sound Shore Housing, LLC (0117).

parties in connection with the NYSNA Objection at the September 13 Hearing; and a supplemental memorandum having been filed by NYSNA in support of the NYSNA Objection (the "**NYSNA Supplemental Memorandum**") on September 23, 2013 [Docket No. 352]; and a Joint Reply having been filed by the Debtors and Buyers to the NYSNA Supplemental Memorandum on September 25, 2013 [Docket No. 356]; and upon the record of the adjourned hearing held by the Court on the NYSNA Objection on October 10, 2013 (the "**October 10 Hearing**"); and upon all prior pleadings and correspondence filed with the Court; and upon all prior orders of this Court; and based upon the record of the hearing conducted before this Court on June 25, 2013 and the September 13 Hearing and the October 10 Hearing and the statements of the Court at those hearings; and based upon the facts and circumstances of this case; and after due deliberation thereon and good cause appearing therefor for the reasons stated by the Court at the September 13 Hearing and the October 10 Hearing,

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The NYSNA Objection is overruled.

2. The Sale Order is affirmed and ratified in all respects.

3. The Debtors are authorized and empowered to (i) proceed with the Sale in accordance with the terms of the Purchase Agreement (as defined in the Sale Order) and (b) transfer the Acquired Assets (as defined in the Sale Order) to Buyer, free and clear of any obligations of the Debtors under their collective bargaining agreements; provided, however, that: nothing contained herein shall be deemed to modify the Debtors' existing obligations, if any, under section 1113 of the Bankruptcy Code as such obligations relate to the Debtors' collective bargaining agreements.

Dated: October 15, 2013
White Plains, New York

/s/Robert D. Drain
HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE (the "Agreement and Release"), by and between **[Marcelle Harris]**, residing at **[167 Sickles Ave, New Rochelle, NY 10801]** (the "Employee") and the **Sound Shore Medical Center, located at 16 Guion Place, New Rochelle, NY 10802, and all of its predecessors, successors, parent corporations,** subsidiaries, affiliates, and each of their employees, officers, directors, and fiduciaries (the "Medical Center").

WITNESSETH:

WHEREAS, the Medical Center has the sole discretion to make both "regular" employer contributions and "special grandfathered participant" contributions pursuant to the terms of the Sound Shore Medical Center of Westchester Retirement Plan (the "Plan"); and

WHEREAS, the Medical Center has not made either regular employer **contributions or special grandfathered participant contributions with respect to Plan years beginning on or after January 1, 2005 and may or may not make, in its sole discretion, regular and/or special grandfathered participant contributions after the date of this Agreement and** Release; and

WHEREAS, the Employee was a participant in the Plan while the Employee was employed with the Medical Center; and

WHEREAS, the Employee will terminate employment with the Medical Center on **[1/31/13]** and such termination will be a Separation from Service within the meaning of Treasury Regulation Section 1.409A-1(h)(i); and

WHEREAS, the Employee and the Medical Center have agreed that the terms of this Agreement and Release satisfy the Explanation of the Special Grandfathered Participant Provisions and provide recognition for the Employee's prior service with the Medical Center;

WHEREAS, the Employee agrees that while payments are being made under this Agreement, the Employee will not be employed by the Sound Shore Health System or its affiliated entities; and

WHEREAS, the parties desire to set forth their agreement and their respective rights and obligations in regard to the Explanation of the Special Grandfathered Participant Provisions to comply with Section 409A of the Internal Revenue Code of 1986 (the "Code") and to qualify as a severance pay arrangement under Section 457(e)(11) of the Code;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties, intending to be legally bound, agree as follows:

1. Benefits and Restrictions. In consideration of the Employee's promises as set forth in this Agreement and Release, and provided that Employee signs this Agreement and

Release and does not revoke the Employee's signature of this Agreement and Release so that such Release becomes irrevocable on or before January 28, 2013:

(a) The Medical Center shall pay to the Employee (or the Employee's designated beneficiary under the Plan, in the event of the Employee's death) the amount of [**$28,785.78**], in lieu of any additional regular or special grandfathered participant contributions that the Medical Center, subject to its discretion, may make in the future under the Plan on behalf of special grandfathered participants for any Plan year. Payment of such supplemental benefit shall be net of any applicable withholding taxes and shall be paid in equal installments in accordance with the normal payroll practices of the Medical Center from January 1, 2013 through December 31, 2013 on the payment dates specified in Appendix A. All amounts payable to the Employee hereunder shall be made no later than December 31, 2013.

(b) Notwithstanding the provisions of Paragraph 1(a) of this Agreement and Release to the contrary, if:

(i) The Medical Center makes a regular or special grandfathered participant contribution, in its sole discretion, after the date this Agreement and Release is signed by all parties, on behalf of special grandfathered participants under the Plan; and

(ii) It is determined that any part of such contribution is allocable to the Employee and/or the Employee's account under the Plan (if any), the Employee agrees, on behalf of the Employee and, in the event of the Employee's death, on behalf of the Employee's estate or beneficiaries, to refund this benefit, in an amount equivalent to the allocation made to the Employee and/or the Employee's account under the Plan (less any amount of income taxes, if any, previously paid by the Employee on the amount to be refunded) within thirty (30) days after the Plan pays out the allocation to the Employee, the Employee's estate, the Employee's beneficiaries, and/or the Employee's account under the Plan.

(c) The Employee agrees that while payments are being made under this Agreement, the Employee will not become employed by the Sound Shore Health System or its affiliated entities.

2. Release. In consideration of the Medical Center's payment of the benefits identified in Section 1(a) and (b) of this Agreement and Release, to which the Employee would not otherwise be entitled, the Employee agrees to generally release and discharge the Medical

Center and all of its officers, agents, governors, employees, fiduciaries, subsidiaries, attorneys, parent corporations, affiliates, and related entities, and their present and former affiliates, successors, and assigns and the Plan and its Trustees and Administrator (together, the "Released Parties"), from any and all manner of legal actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, and demands whatsoever which the Employee, or the Employee's agents, heirs, executors, administrators, beneficiaries, and assigns may now have or have had, whether known or unknown, against the Released Parties arising out of or by reason of any cause, matter, or thing whatsoever from the beginning of the world to the date hereof, including without limitation any and all matters relating to the Employee's employment by the Medical Center and the cessation thereof; the Employee's employee benefits, including the Employee's Plan benefits and any claim to a future or additional contribution made to the Plan by the Medical Center after the date all parties sign this Agreement and Release; and all matters arising under any federal, state, or local statute, rule or regulation or principle of contract law or common law. The claims against the Medical Center which the Employee hereby releases include, but are not limited to, the following:

(a) Any action or cause of action asserted or which could have been asserted under the Age Discrimination in Employment Act of 1967, as amended; Title VII of the Civil Rights Act of 1964, as amended; the New York Human Rights Law; the Employee Retirement Income Security Act of 1974, as amended; the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Uniformed Services Employment and Reemployment Rights Act of 1994; the Family Medical Leave Act; and the Equal Pay Act;

(b) All claims arising under the United States or New York Constitutions;

(c) All common law claims including claims for wrongful discharge, public policy claims, retaliation claims, whistleblower claims, claims for breach of an express or implied contract, claims for breach of an implied covenant of good faith and fair dealing, intentional infliction of emotional distress, defamation, conspiracy, loss of consortium, tortious interference with contract or prospective economic advantage, and negligence;

(d) All claims for any compensation including back wages, front pay, bonuses or awards, fringe benefits, reinstatement, retroactive seniority, additional contributions to any pension or retirement plan, or any other form of economic loss;

(e) All claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, liquidated damages, and punitive damages; and

(f) All claims for costs and attorneys' fees.

3. Confidentiality. The Employee agrees that the terms and conditions of this Agreement and Release are confidential and that the Employee will not disclose the existence of this Agreement and Release or any of its terms to any third parties, other than the Employee's spouse, attorney, tax professional, or as required by law or as may be necessary to enforce this Agreement and Release, provided that the Employee informs such person of this provision requiring confidentiality and such person agrees to be bound by its terms. The Employee agrees that a breach of this provision voids the Medical Center's obligations hereunder.

4. Representation of Non-Legal Action. The Employee represents and warrants that the Employee has not filed any charges, claims, or complaints of any kind seeking personal recovery or injunctive relief against the Released Parties with respect to any matter, including but not limited to, the Employee's employment with the Medical Center and/or the separation of that employment. The Employee promises never to file a lawsuit asserting any claim or demand against the Released Parties, including claims filed in state or federal court that arise from or are related to any claim that is within the scope of this Agreement and Release, or claims arising from or related to the Employee's employment with the Medical Center or the termination of that employment. Nothing contained in this paragraph shall prohibit the Employee from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission ("EEOC") or a state Fair Employment Practices Agency (except that the Employee acknowledges that the Employee may not recover any monetary benefits in connection with such claim, charge, or proceeding). Notwithstanding anything in this paragraph to the contrary, this provision does not affect the Employee's legal obligation, if any, to appear as a witness if subpoenaed for examination before trial or subpoenaed for trial or hearing.

5. Acknowledgement of Voluntariness. The Employee warrants that the Employee is entering into this Agreement and Release voluntarily, and that, except as set forth in this Agreement and Release, no promises or inducements for this Agreement and Release have been made, and the Employee is entering into this Agreement and Release without reliance upon any statement or representation by any of the Released Parties or any other person, concerning any fact material hereto. The Employee acknowledges that the consideration the Employee is receiving in exchange for executing this Agreement and Release is greater than that which the Employee would be entitled to in the absence of such Agreement and Release.

6. Recommendation to Consult with Legal Counsel. The Medical Center hereby advises the Employee that the Employee should consult with an attorney prior to signing this Agreement and Release. The Employee states that the Employee has had an opportunity to read, review, and consider all of the provisions of this Agreement and Release; that the Employee has had a reasonable amount of time to consider the Agreement and Release; that the Employee understands its provisions and its final and binding effect on the Employee; and that the Employee is accepting the benefits offered to the Employee and is entering into this Agreement and Release freely, voluntarily, and without duress or coercion.

7. Review and Revocation Timeframe and Procedures. The Employee understands that the Employee has twenty-one (21) calendar days within which to consider the Agreement and Release before signing it. The Employee also understands that the Employee is free to use as much of the twenty-one (21) day period as the Employee wishes or considers necessary before deciding to sign the Agreement and Release. The Employee also understands that after signing this Agreement and Release, the Employee may revoke the Employee's signature within seven (7) calendar days by delivering written notification of that revocation to Mr. Dennis Ashley, Senior Vice President of Human Resources, Sound Shore Medical Center, 16 Guion Place, New Rochelle, NY 10802. If the Employee has not revoked the Employee's signature of this Agreement and Release by written notice delivered within the seven (7) calendar day period, it becomes effective immediately thereafter.

8. General Provisions.

(a) Severability. If any provision of this Agreement and Release is invalid, illegal, or unenforceable in any respect, the remainder of the provisions of this Agreement and Release will remain in effect, and each and every other provision of this Agreement and Release shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

(b) Entire Agreement. This Agreement and Release constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements (including the Explanation of the Special Grandfathered Participant Provisions) or understandings between the parties arising out of or relating to the Employee's employment and the cessation thereof. This Agreement and Release cannot be modified, amended, waived, or terminated, in whole or in part, except in writing signed by both parties.

(c) Waiver and Amendments. This Agreement and Release may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power, or privilege nor any single or partial exercise of any such right, power, or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

(d) Withholding of Taxes. The Medical Center is authorized to withhold from any benefit provided or payment due hereunder the amount of withholding taxes due any federal, state, or local authority in respect of such benefit or payment and to take such

other action as may be necessary in the opinion of the Medical Center to satisfy all obligations for the payment of such withholding taxes. The Employee understands and acknowledges that the Employee is solely responsible and liable for the payment of any and all other local, State or federal taxes due in connection with the payment of any benefit under the Agreement and Release.

(e) Governing Law. This Agreement and Release shall be governed by the law of the State of New York, without giving effect to the principles of conflicts of law.

(f) Counterparts. This Agreement and Release may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument.

(g) Headings. The headings in this Agreement and Release are included for convenience of reference only and shall not affect the interpretation of this Agreement and Release.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Release as of the _____ day of _____, 201_.

[_____]

BY: Marcelle Harris

DATE: 1/17/13

ELIZABETH DEJULIO
Notary Public, State of New York
No. 01DE5069616
Qualified in Westchester County
Commission Expires Nov. 25, 2012

1/17/13

SOUND SHORE MEDICAL CENTER

BY: _____
Dennis Ashley

DATE: 1/7/13

ELIZABETH DEJULIO
Notary Public, State of New York
No. 01DE5069616
Qualified in Westchester County
Commission Expires Nov. 25, 2012

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 8) Pg 30 of 41

Ms. Marcelle Harris
167 Sickles Ave.
New Rochelle, NY 10801-3805

Sound Shore Medical Center
c/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

EAL

PRESS FIRMLY TO SEAL

UNITED STATES POSTAL SERVICE

1006

43017

U.S. POSTAGE PAID
PELHAM, NY
10803
JAN 10, '14
AMOUNT
$5.60
00019137-02

RITY®
L ★

LIVERY SPECIFIED*

ING™ INCLUDED*

INCLUDED*

LABEL

Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 31 of 41

FROM: Marcelle Harris
167 Sickles Avenue
New Rochelle, NY 10801

TO:
Sound Shore Medical Center
C/O GCG. INC.
P.O. Box 9982
Dublin. OH 43017-5982

UNITED STATES POSTAL SERVICE®

USPS TRACKING #

9114 9023 0080 0008 6851 08

Label 400 Jan. 2013
7690-16-000-7948

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
PANTEA HASHEMI

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 07 2014

Name and Addresses Where Notices Should be Sent:
3. 425 East 79th Street
Apt 10A
New York, NY 10075

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____

1. BASIS FOR CLAIM.
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other (Specify): reimbursement for conferences + book expenditures

2. DATE DEBT WAS INCURRED (IF KNOWN): June 2013

3. DESCRIPTION OF CLAIM (IF KNOWN):
conference reimbursement + books for Education

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ ~~3000~~ 2500 (Total) (Receipts submitted to Department of Medicine at sound shore medical center)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY. To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: PANTEA HASHEMI
Title: Dermatology President
Company: _____
Address and telephone number (if different from notice address above): _____

Pantea Hashemi (Signature) Jan 11 2014 (Date)

Telephone number: 646 593 5241 email: Panteahashemi@gmail.com

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01126
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 33 of 41

Pantea Hashemi
425 E 79th St
Apt 10A
New York, NY 10075



Sound Shore Medical of Westchester
, et al. c/o GCG, Inc.

P.O. Box 9982,

Dublin, Ohio
43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
HENRY SCHEIN, INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

Name and Addresses Where Notices Should be Sent:
135 DURYEA ROAD
MELVILLE, NY 11747

Check here if this claim ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known) _____

Dated. _____

THE GARDEN CITY GROUP INC
JAN 28 2014

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM.
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify. _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 4/17/13

3. DESCRIPTION OF CLAIM (IF KNOWN):

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 2,299.29 (Total)

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☐ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☑ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DAVID BALDI
Title: FINANCIAL CREDIT ANALYST
Company: _____
Address and telephone number (if different from notice address above)

_____
_____
_____

Telephone number: 631-843-5769

(Signature) 1/17/14 (Date)

email: DAVID-BALDI@HENRYSCHEIN.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01254
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Debtor: Sound Shore Medical Center - JDE # 2568658

Invoice Date	Type	Invoice#	1-inv/2-backord	Doc#	PO#	Gross Amt	Open Amt
03/02/13	Interest	0		87015699		$6.89	$4.45
03/30/13	Interest	0		87786401		$12.28	$12.28
06/29/13	Interest	0		90295957		$33.98	$33.98
04/17/13	Invoice	7923861	01	88252645		$2,188.29	$2,188.29
04/29/13	Invoice	7923861	02	88542903		$60.29	$60.29

TOTAL = $2,299.29

HENRY SCHEIN
)5 Duryea Rd, Melville NY 11747-3834
uestions: 1-800-472-4346

Summary Section

Invoice Date:	4/17/13
Invoice Number:	7923861-01
Customer Code Number:	2568658
Total Due:	**2188.29**

Sound Shore Phys Services PC
16 Guion Pl
Melissa Messite-Phys Billing
New Rochelle, NY 10801-5502

Jannet Montoya
830 Pelhamdale Ave
New Rochelle,NY 10801-1024

BILLING SUMMARY

HSI ORDER#	ORDER DATE
08894174	04/17/13

WHSE DEA# RH0236667 Fed ID: 11-3136595

Customer P.O.#	Terms	Sales Code #	Customer Code #	Shipped Via	Shipped Date	FOB Point
		N538	2568659		4/17/13	Origin

CAT. NO.	QTY SHIP	QTY. B.O.	UNIT	DESCRIPTION & STRENGTH		UNIT PRICE	AMOUNT	T
				Shipped by our NORTHEAST D.C.				
				41 WEAVER ROAD				
				DENVER, PA 17517				
987-5736	1		100/BX	SYR DISP,3CC W/25X1	25GX1"	18.99	18.99	T
102-5419	2		CASE	CRITERION PC GLOVE-PF LTX	SMALL	74.90	149.80	T
100-5728	5		50/CA	EXAM GOWN,DELUXE 30"X42"	BLUE	22.33	111.65	T
100-0177	2		12/CA	TABLE PAPER SMOOTH WHITE	21"X225	35.69	71.38	T
110-6565	1		CASE	TOILET TISSUE 2 PLY	550 SHT	70.40	70.40	T
109-9229	2		2400/CA	C-FOLD TOWEL TORK UNIVERS		35.05	70.10	T
141-6219	2		100/BX	SERACUL T SLIDES SQ	SINGLE	62.99	125.98	T
267-0028	10		100/BX	STRIP ADHESIVE CLOSURE SH	1"X3"	2.49	24.90	T
890-4792	10		EA	SHARPSTAR SHARPS CONTAINE	5-QT	8.29	82.90	T
267-0023	5		100/BX	BZK TOWELETTES		3.49	17.45	
120-1455	10		100/BG	CARDIOSENS/ULTR ELECTRODE	RESTING	10.99	109.90	T
831-0072	3		EA	SUTURE REMV TRAY W/FORCEP	IRIS&AD	3.29	9.87	T
777-5253	2		EA	REMOVAL PRECISE STAPLE	KIT	6.49	12.98	T
244-1902		1	25X1ML	CYANOCOBALAMIN INJ (B-12)	1000MCG	77.29	0.00	
	1			M2 - Pedigree item.				
				NDC:00517003125				
116-6621	1		25X1ML	CYANOCOBALAMIN INJ (B-12)	1000MCG	92.87	92.87	
				M2 - Pedigree item.				
				NDC:63323004401				
558-1814	2		EA	PNEUMOVAX-23 PNEUMONIA EA	2.5ML	352.59	705.18	
				M2 - Pedigree item.				
				NDC:00006473900				
546-7789	1		10/PK	ADACEL TDAP,10/PK	.5ML	443.39	443.39	
				M2 - Pedigree item.				

Continued on Next Page.....

Remarks:DNV

1. Back Orders will be invoiced when shipped, if applicable
2. No Merchandise will be accepted for return without our authorization. All claims must be made within 10 days from date of invoice.
3. A service charge of 1 1/2% per month (18% per annum) will be made on amounts not paid within terms.

HENRY SCHEIN®
5 Duryea Rd, Melville NY 11747-3834
uestions: 1-800-472-4346

Summary Section

Invoice Date:	4/17/13
Invoice Number:	7923861-01
Customer Code Number:	2568658
Total Due:	**2188.29**

Sound Shore Phys Services PC
16 Guion Pl
Melissa Messite-Phys Billing
New Rochelle, NY 10801-5502

Jannet Montoya
830 Pelhamdale Ave
New Rochelle,NY 10801-1024

BILLING SUMMARY

HSI ORDER#	ORDER DATE
08894174	04/17/13

WHSE DEA# RH0236667 Fed ID: 11-3136595

Customer P.O.#	Terms	Sales Code #	Customer Code #	Shipped Via	Shipped Date	FOB Point
		N538	2568659		4/17/13	Origin

CAT. NO.	QTY SHIP	QTY. B.O.	UNIT	DESCRIPTION & STRENGTH	UNIT PRICE	AMOUNT	T
546-9191		1	1MLX1ML	NDC:49281040010 TUBERSOL TUBERCULIN PPD 5 10 TEST M2 - Pedigree item. NDC:49281075221	60.29	0.00	
				M2 - Henry Schein,Inc. distributes this drug product as an Authorized Distributor of Record for the manufacturer.			
				SUB-TOTAL		2117.74	
				TAX		66.30	
				SHIPPING & HANDLING		4.25	

Customer#	Invoice Date	Invoice Number:	BILLING TOTAL:	2188.29
2568658	4/17/13	7923861-01		

Remarks:DNV

1. Back Orders will be invoiced when shipped, if applicable
2. No Merchandise will be accepted for return without our authorization. All claims must be made within 10 days from date of invoice.
3. A service charge of 1 1/2% per month (18% per annum) will be made on amounts not paid within terms.

HENRY SCHEIN®
5 Duryea Rd, Melville NY 11747-3834
uestions: 1-800-472-4346

Summary Section

Invoice Date:	4/29/13
Invoice Number:	7923861-02
Customer Code Number:	2568658
Total Due:	**60.29**

Sound Shore Phys Services PC
16 Guion Pl
Melissa Messite-Phys Billing
New Rochelle, NY 10801-5502

Jannet Montoya
830 Pelhamdale Ave
New Rochelle,NY 10801-1024

BILLING SUMMARY

HSI ORDER#	ORDER DATE
08894174	04/17/13

WHSE DEA# RH0236667 Fed ID: 11-3136595

Customer P.O.#	Terms	Sales Code #	Customer Code #	Shipped Via	Shipped Date	FOB Point
		N538	2568659	UPS GROUND	4/29/13	Origin

CAT. NO.	QTY SHIP	QTY. B.O.	UNIT	DESCRIPTION & STRENGTH	UNIT PRICE	AMOUNT	T
				Shipped by our NORTHEAST D.C.			
				41 WEAVER ROAD			
				DENVER, PA 17517			
546-9191	1		1MLX1ML	TUBERSOL TUBERCULIN PPD 5 10-TEST	60.29	60.29	
				M2 - Pedigree item.			
				NDC:49281075221			
				M2 - Henry Schein,Inc. distributes this drug product as an			
				Authorized Distributor of Record for the manufacturer.			
				SUB-TOTAL		60.29	
				TAX		0.00	
				SHIPPING & HANDLING		0.00	

Customer#	Invoice Date	Invoice Number:	BILLING TOTAL:	60.29
2568658	4/29/13	7923861-02		

Remarks:DNV

1. Back Orders will be invoiced when shipped, if applicable
2. No Merchandise will be accepted for return without our authorization. All claims must be made within 10 days from date of invoice.
3. A service charge of 1 1/2% per month (18% per annum) will be made on amounts not paid within terms.

13-22840-rdd Doc 1135-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 8) Pg 39 of 41

HENRY SCHEIN®

Henry Schein Inc. • 135 Duryea Road • Melville, NY 11747

U.S. POSTAGE PITNEY BOWES
ZIP 11747 $ 001.12⁰
02 1W
0001365663 JAN 21. 2014

South Shore Medical Center
C/o GCG, INC
P.O. Box 9982
Dublin, OH 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC	13-22845 13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
MR LAWRENCE HOLCOMB

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

Name and Addresses Where Notices Should be Sent:
80 Guion pl APT 11y
NEW ROCHELLE N.Y 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim

Claim Number (if known). _____

Dated. _____

THE GARDEN CITY GROUP INC. DEC 31 2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☑ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify)_____

2. DATE DEBT WAS INCURRED (IF KNOWN). FEB 1995 - May 2013

3. DESCRIPTION OF CLAIM (IF KNOWN). Retiree Benefits

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ UNKNOWN (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents If the documents are not available, explain. If the documents are voluminous, attach a summary

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box

☐ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name:_____
Title. _____
Company. _____
Address and telephone number (if different from notice address above):
_____
_____
_____
Telephone number: _____

_____ (Signature) (Date)

email:_____

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

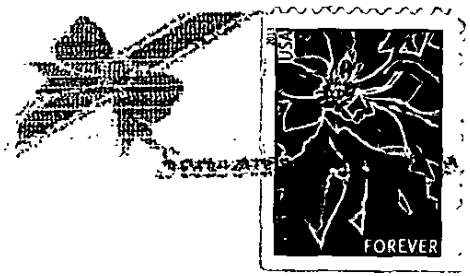
FILED - 01090
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

13-22840-rdd Doc 113-10 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 8) Pg 41 of 41

Sound Shore
MEDICAL CENTER OF WESTCHESTER
16 Guion Place
New Rochelle, NY 10802

c/o L. Holcomb 80 Guion Pl
New Rochelle NY
10801

WESTCHESTER NY 105
27 DEC 2013 PM 3 L



Sound Shore Medical of Westchester, et al.,
C/o GLG, Inc., P.O. Box 9982, Dublin, Ohio
43017-5982.

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☒ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Hudson Energy Services

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 30 2014

Name and Addresses Where Notices Should be Sent:
c/o Michelle A. Mendez
5080 Spectrum Drive, Suite 805E
Addison, Texas 75001

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
#99130100143248

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. §1114(a) ☐ Other (Specify):_____

2. DATE DEBT WAS INCURRED (IF KNOWN): July 1,2013

3. DESCRIPTION OF CLAIM (IF KNOWN): Termination Fee

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 197,436.42 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Michelle A. Mendez
Title: Attorney-in-fact
Company: Conley Rosenberg & Brecneise LLP
Address and telephone number (if different from notice address above):
5080 Spectrum Drive, Suite 850E
Addison, Texas 75001
Telephone number: 972-364-9700
email: mmendez@crb-law.com

(Signature) January 29, 2014 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01298
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YOI
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

STATE OF TEXAS §
§
COUNTY OF DALLAS §

POWER OF ATTORNEY TO PURSUE BANKRUPTCY MATTERS AND TO FILE PROOFS OF CLAIMS ON BEHALF OF HUDSON ENERGY SERVICES, LLC

Ruth Molina, as agent for Hudson Energy Services, LLC, grants Conley Rosenberg & Brenneise LLP the power of attorney to pursue bankruptcy matters that involve Hudson Energy Services, LLC. Conley Rosenberg & Brenneise LLP is permitted to file proofs of claims, file motions to lift stays and all actions necessary to protect Hudson Energy Services, LLC's claims in a bankruptcy case, including but not limited to those cases listed on the attached Exhibit A.

Hudson Energy Services, LLC

BY: Ruth Molina

ITS: Collection Manager

Sworn to and Signed before me by Michelle Ayala the authorized agent of Hudson Energy Services, LLC on this 29 day of January, 2014.

MICHELLE AYALA
Notary Public, State of Texas
My Commission Expires
November 18, 2014

Michelle Ayala
Notary Public in and for
The State of Texas

EXHIBIT A

Sound Shore Medical Center of Westchester, et al., Case No. 13-22840, Jointly Administered, BANKR, SDNY, specifically including Sound Shore Health System, Inc., Case No. 13-22844

POWER OF ATTORNEY TO PURSUE BANKRUPTCY MATTERS AND TO FILE PROOFS OF CLAIMS ON BEHALF OF HUDSON ENERGY SERVICES, LLC

Electricity Offer Sheet For: Sound Shore Health System

Hudson Energy

4 Executive Blvd., Suite 301, Suffern, NY 10901
P: 1.855.697.2537 F: 1.800.506.6009
csny@hudsonenergy.net
www.hudsonenergy.net

Modified Documents

Contract Number: H99130100143248

Customer Information

Customer Name:	Sound Shore Health System
Billing Address:	16 Guion Place
City, State, Zip Code:	New Rochelle, NY, 10801
Contact Person:	Thomas Irving Its Former CFO
Phone:	(914)637-1658
Email:	

Offer Specifics

Offer Expiration: 5:00pm Eastern Prevailing Time on 3/5/2011 10:26:30 PM

Term (months)	39 Month	Estimated Average Monthly Volume (kWh)	578,066
Billing Fee ($/month)	$0.00	Estimated Annual Volume (kWh)	6,936,800
		Estimated Term Volume (kWh)	22,912,628
Fixed Price($/kWh)	$0.1058		
GEOpower Price ($/kWh)	*$0.0000*	*GEOpower Usage Percentage*	*0%*
Total Price ($/kWh)	$0.1058		

Included Accounts

Utility	Account #	Service Address	Start Month(Estimated)	End Month (Estimated) [1]
Consolidated Edison	590009320000000	16 Guion Plac Hosp New Rochelle NY 10801	May 31 2010 12:00AM	7/13/2012

[1] The actual End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other supplier. Customer remains responsible for all HES charges through, to, and including the actual End Date.

Electricity Offer Sheet For: Sound Shore Health System

Offer Number: H12061409476497

Hudson Energy

4 Executive Blvd., Suite 301, Suffern, NY 10901
P: 1.855.697.2537 F: 1.800.506.6009
csny@hudsonenergy.net
www.hudsonenergy.net

This Offer Sheet forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and Sound Shore Health System ("Customer"). This Offer Sheet shall only become binding and enforceable when it and the General Terms and Conditions are executed by both Customer and HES. Nothing herein shall be deemed to require HES to execute the Agreement. The Date on which HES executes this Offer Sheet and the General Terms and Conditions shall be deemed the "Effective Date" of the Agreement.

Customer Information

Customer Name:	Sound Shore Health System
Billing Address:	16 Guion Place
City, State, Zip Code:	New Rochelle, NY, 10801
Contact Person:	Thomas Irving / Fr. Fmcn4 - CFO
Phone:	(914)637-1658
Email:	

Offer Specifics

Offer Expiration: 5:00pm Eastern Prevailing Time on 6/14/2012 4:00:00 PM

Term (months) *	26	Estimated Average Monthly Volume (kWh)	581,164
Billing Fee ($/month)	$0.00	Estimated Annual Volume (kWh)	6,973,977
		Estimated Term Volume (kWh)	15,221,410
Fixed Price ($/kWh)	$0.0899		
Fixed Price w/ Grt ($/kWh)	$0.0908		
GEOpower Price ($/kWh)	$0.0000	GEOpower Usage Percentage	0%
Total Price ($/kWh)	$0.0908		

* The actual contract term is subject to the included accounts' estimated start and termination dates listed below

Included Accounts

Utility	Account #	Service Address	Start Month (Estimated)	End Month (Estimated)
Consolidated Edison	590009320000000	16 Guion Plac Hosp New Rochelle NY 10801	8/31/2013	9/2014
Consolidated Edison	590009320000000	16 Guion Plac Hosp New Rochelle NY 10801	7/13/2012	8/2013

Product-Specific Terms

Electricity Price and Pass-through Charges

The Fixed Price listed above includes the cost of Customer's consumption, capacity costs, transmission costs, ancillary costs, line losses, renewable portfolio standard, NYISO charges and uplifts, and HES's costs to serve Customer. The Fixed Price does not include any other costs or charges that may be assessed by third parties. Such other costs or charges are defined as Pass-through Charges and shall be the responsibility of Customer.

Quantity

Customer shall operate and manage the Location(s) in a manner that is materially consistent with Customer's past Energy usage practices. The approximate quantity of Energy consumed monthly at each Location, based on historical data and/or estimates, is listed in the chart below. Should a material change in usage practices occur, HES reserves the right to include as a Pass-through Charge any additional incremental costs incurred by HES as a result of such material change. HES may consider a change in the Location(s) to constitute a material change in usage practices.

Month	Expected Monthly Volume (kWh)	Month	Expected Monthly Volume (kWh)
January	546,226	July	682,202
February	499,239	August	672,103
March	546,283	September	602,119
April	538,443	October	585,450
May	605,875	November	537,428
June	610,314	December	548,295

Index Price (for use in the event of automatic renewal)

The Index Price shall be the applicable spot market clearing price for all applicable services as established by NYISO for the real-time market for Customer's NYISO Zone and the Customer's Capacity Sub-Zone for capacity purchase purposes (as published at www.nyiso.com) plus all applicable taxes, costs, charges or fees. See Section 7.5 for further details.

Exit Fees (Liquidated Damages)

If this Agreement ends early due to Customer's Default, Customer shall pay liquidated damages to HES as defined below. Further details regarding Default and Exit Fees are provided in Section 11 and Section 13.

Exit Fee - Customer's Remaining Volume multiplied by the difference per kWh obtained by subtracting the market price for similarly situated customers existing at the time of the Default from the Electricity Price (provided that such Exit Fee shall be at least $0.005 per kWh); plus all transmission, delivery costs, penalties and any other charges incurred by HES as a result of the termination; plus all applicable taxes; plus HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies. The parties agree that it would be difficult or impossible to determine the precise amount of damages that would result from Customer's Default, that the Exit Fee set forth herein represents a fair and reasonable estimate thereof, and that said Exit Fee constitutes liquidated damages and not a penalty.

GEOpower Exit Fee - If Customer signed for GEOpower, Customer's Remaining Volume multiplied by the GEOpower Price listed above.

Customer is advised to review in detail the General Terms and Conditions. In particular, see Section 5 for information on the possible automatic renewal of this agreement, and Section 7 for more information on charges and taxes under this agreement.

By signing this Agreement, each party agrees to be bound by the terms of this Offer Sheet and the General Terms and Conditions, and acknowledges having full authority to sign this Agreement and enter a binding contract for the Location(s) and Utility accounts listed above.

Accepted and agreed to:

Sound Shore Health System		**Hudson Energy Services, LLC**	
Signature:		**By:**	
Printed:	Al Farwa	**Print Name:**	Deborah Merril
Title:	C.F.O	**Title:**	Executive Vice President, Commercial
Date:	6/15/12	**Date:**	June 15, 2012

I have the authority to bind Customer ***I have the authority to bind HES***

Note to Customer: Please submit your executed Terms and Conditions and Offer Sheet to HES prior to the expiration period indicated on the Offer Sheet by either faxing the Agreement to (800) 506 -6009 or e-mailing it to nycontracts@hudsonenergy.net.

☑ Customer declines to receive communications about other products and services offered by HES, its affiliates or business partners. Customer will still receive communications relevant to this Agreement.

Hudson Energy

STATEMENT OF GENERAL TERMS & CONDITIONS

1. Key Defined Terms.

Agreement: Collectively, the Offer Sheet and these General Terms and Conditions. **Customer:**The account holder(s) named on the Offer Sheet. **Electricity Price:** Either a Fixed Price or an Index Price plus a Fixed Adder, as listed on the Offer Sheet. Product specific components of the Electricity Price are indicated on the Offer Sheet. **Energy:** the electricity and/or natural gas commodity, as identified on the Offer Sheet, that HES supplies to Customer's Locations. **Fixed Adder:** The amount that Customer will pay per kWh, therm or ccf, as applicable, for the Term in addition to the Index Price for Customer's consumption of Energy to account for cost components that are not included in the Index Price. **Fixed Price:** The price listed on the Offer Sheet as the fixed price per kWh, therm or ccf, as applicable, that Customer will pay for the Term for Customer's consumption of Energy. **GEOgas:** Green energy option for natural gas. **GEOgas Price:** The price listed on the Offer Sheet as the GEOgas price per therm or ccf (as applicable) that Customer will pay for the Term for Customer's GEOgas, as further described in Section 7 below. **GEOpower:** Green energy option for electricity. **GEOpower Price:** The price listed on the Offer Sheet as the GEOpower price per kWh that Customer will pay for the Term for Customer's GEOpower, as further described in Section 7 below. **HES:** Hudson Energy Services, LLC. **Index Price:** The variable price per kWh, therm, or ccf, as applicable, defined on the Offer Sheet that Customer will pay for the Term for Customer's consumption of Energy. **Location:** Each natural gas and/or electricity account listed on the Offer Sheet, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. **Natural Gas Price:** Either a Fixed Price or an Index Price plus a Fixed Adder, as listed on the Offer Sheet. **NYSPSC:** The New York State Public Service Commission. **Party:** HES or Customer; collectively "Parties". **NYISO:** New York Independent System Operator, Inc., a regional transmission organization that coordinates the movement of wholesale electricity. **Price:** As set out on the Offer Sheet, each of the Electricity Price, GEOpower Price, Natural Gas Price, and GEOgas Price, as applicable. Either HES or Customer may reasonably request to renegotiate the Price set forth in the Offer Sheet subject to a mutually agreeable extension of the Term; however this provision shall not be construed as an obligation of either Party to modify the Price or Term, and any such modifications of the Price or Term shall only become effective if evidenced in a written instrument executed by both Parties. **Remaining Volume:** Customer's anticipated Energy consumption under this Agreement (in kWh, therm or ccf, as applicable) for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation and based on the Estimated Term Volume stated on the Offer Sheet. **Utility:** Customer's local electricity and/or natural gas distribution utility (including any successor). At any given time, the Utility's price for Energy commodity may be lower or higher than HES's price.

2. Notice and Details of Appointment of Agent. Customer gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Energy requirements to the Location (and authorizes HES to notify the Utility of same). This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer agrees, now and throughout the Term, that it: (a) is not, and will not be, bound by an agreement for its Location with an Energy supplier other than HES; and (b) will not cancel or modify HES's appointment as Customer's exclusive agent in providing Customer's full Energy requirements to the Location.

3. Acceptance, Verification. This Agreement is conditional upon acceptance by HES. HES's acceptance is at its sole discretion and depends, in part, on: (a) Utility's acceptance and implementation of HES's request to serve Customer under a deregulated Energy service program; (b) HES's ability to verify the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's review and approval of Customer's creditworthiness; and (d) Customer's current status as an HES customer. If all conditions are met, or otherwise waived by HES, HES will supply Energy to Customer's Location for the Term. HES reserves the right to require Customer to provide collateral, including a security deposit, letter of credit, or a guarantee deemed acceptable to HES, prior to HES's acceptance of this Agreement or during the Term of this Agreement.

4. Term. The Term of this agreement is specified on the Offer Sheet. A new Term will begin if this Agreement is renewed or otherwise extended. The Term begins on the Start Date, which will be HES's first day of Energy supply to Customer under this agreement. The Start Date will be reasonably close to the Estimated Start Date listed on the Offer Sheet. Should the Start Date be delayed (for reasons such as the Agreement being improperly completed, not submitted to HES, not implemented by the Utility, etc.), HES will use commercially reasonable efforts to resolve issues within its control. In the case of a renewal agreement, the Start Date will be the first date after the Estimated Start Date listed on the Offer Sheet at which HES can implement the Price. If the Start Date is not within 60 days of the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel this Agreement without penalty and propose a new Price to Customer. The End Date will be HES's last day of Energy supply under this Agreement, not including any renewal or extension. The Estimated End Date is the date calculated as Start Date plus Term, and the actual End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other supplier. Customer remains responsible for all HES charges through, to, and including the actual End Date. Either HES or Customer may reasonably request to renegotiate the Price set forth in the Offer Sheet subject to mutually agreeable extension of the Term; provided that this provision shall not be construed as an obligation of either Party to modify the Price or Term, and any such modifications of the Price or Term shall only become effective if evidenced in written instrument and executed by both Parties.

5. Renewal. Unless either Party expresses its intent not to renew this Agreement in writing at least thirty (30) days prior to the end of the Term (or if such intent not to renew is expressed but Customer has not arranged for the transfer of its Energy service to another Energy provider by the end of the Term), this Agreement will automatically be renewed on a month to month basis if no other renewal agreement has yet been reached, provided that HES provides Customer with written notice of such renewal at least thirty (30) days and no more than sixty (60) days prior to the end of the Term. Any automatic renewal will use a rate that is the greater of (a) Price, or (b) one-hundred forty percent (140%) of the Index Price, plus all other taxes, costs, charges or fees which are set forth in Section 7 of this Agreement.

6. Green Energy Option (GEOgas and GEOpower). If Customer selects GEOgas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset 11.1 lbs (5.1 kg) worth of CO_2 for each ccf of natural gas Customer consumes, multiplied by the GEOgas Usage Percentage listed on the Offer Sheet. If Customer selects GEOpower, HES will purchase and retire a block of renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the GEOpower Usage Percentage listed on the Offer Sheet. Purchasing GEOpower ensures that Green energy related to electricity is produced by renewable sources such as hydro, wind or bio-mass and injected into the electricity grid. HES can suspend or discontinue GEOgas and/or GEOpower at anytime (Customer will then stop paying for it but the rest of this Agreement will remain in effect). Carbon credits and green energy purchased and retired on Customer's behalf will: (a) relate to carbon credits and green energy produced in the year Customer pays for the units (plus or minus 12 months); and (b) remain HES's legal property. GEO-related charges will be included with the Energy charge on Customer's bill.

7. Charges (and Credits) under this Agreement. HES will supply Customer with Energy, GEOpower, and GEOgas for the Location, as applicable. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility including, without limitation, charges relating to transmission, delivery, uplift, congestion and service charges. **7.1 Electricity Charge.** The Electricity Charge will be the product of Customer's electricity consumption and the Electricity Price, plus pass-through charges (as applicable). **7.2 GEOpower Charge.** Customer's electricity consumption multiplied by the GEOpower Price as identified on the Offer Sheet. **7.3 Natural Gas Charge.** The Natural Gas Charge will be the product of Customer's natural gas consumption and the Natural Gas Price, plus pass-through charges (as applicable). **7.4 GEOgas Charge.** Customer's natural gas consumption multiplied by the GEOgas Price as identified on the Offer Sheet. **7.5 Pass-through Charges.** Pass-through Charges are discussed on the Offer Sheet. If HES is charged a billing fee by the Utility as a cost for billing Customer, HES may pass it through to Customer. Changes in Governing Law may result in certain costs or credits being shifted from the Utility or other similar or regulatory bodies (such as the NYSPSC) to HES, or vice versa. If this happens, these costs or credits will be passed through to Customer at no markup. **7.6 Billing Fee.** If a monthly Billing Fee is specified on the Offer Sheet, Customer will pay this fee for each calendar month in the Term. **7.7 Taxes.** Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Energy. This may include State or local municipal taxes that HES will pass through to

Hudson Energy

Customer. If Customer is exempt from State/local taxes, it shall provide HES with proof of such status at the time of its execution of this Agreement. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.

8. Billing, Payment, Measurement. Customer will be billed by the Utility in accordance with its usual requirements and schedules for billings, deposits, payments, late payments and other charges (but HES reserves the right to bill Customer directly for Utility Charges and/or HES's charges). HES's charges will appear on the bill together with the amounts charged by the Utility for delivery. Customer shall pay all invoiced sums when due, including late payment fees on uncontested past due amounts (currently set at 1.5% per month, as may be amended, compounded monthly). A history of late payments or a decision by the Utility to stop billing HES charges through the Utility bill may be reason for cancellation of this Agreement, the charging of Exit Fees, and possible referral to a collection agent. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Energy supplied to the Location. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility. HES will not rebate or refund Customer for billings based in any part on estimated Energy usage (only a forward credit will appear on the bill). Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and the NYSPSC.

9. Ending this Agreement Early, Default. If this Agreement ends early, for any reason, Customer must still pay all amounts charged up to the early end date. HES can end this Agreement, at no cost to HES, if: (a) required/allowed by law; (b) the Utility is unable to service the Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; (d) Customer requests the substitution of the Location with another Utility account that does not meet HES's criteria set out in Section 20; or (e) Customer falls into "Default". Customer shall be in Default if, at any time during the Term, it: (i) changes its supplier, including to the Utility or other Energy marketer; (ii) withdraws HES's authority to obtain and use information necessary to perform this Agreement; (iii) fails to make timely payment of amounts due hereunder; (iv) consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, merger or transfer, the resulting, surviving or transferee entity (a) is less creditworthy than Customer prior to consolidation, merger or transfer, in HES' reasonable opinion, or (b) fails to assume, by operation of law or pursuant to an agreement reasonably satisfactory to HES, prior to or at the time of such consolidation, merger or transfer all of the obligations of Customer under this Agreement, or (c) fails to notify HES at the time of any such consolidation, merger or transfer; or (d) otherwise fails to comply with the terms and conditions of, or the Utility's rules in relation to, this Agreement. Should publishing of the Index Price be stopped by the publishing entity identified on the Offer Sheet, or if there is a material change in the method of calculation of the Index Price, HES may in its sole discretion either terminate this Agreement or determine the applicable Index Price by using the most recent price available from the publishing entity or by using another published source. This Agreement shall be deemed terminated at no cost and without liability to either Party if HES does not commence supply of Energy within 12 months of the anticipated Start Date, for whatever reason, and Customer has not contacted HES to implement same; or if this Agreement is unable to be implemented for reasons beyond HES's control.

10. Rights of Non-Defaulting Party: If either Party defaults, the non-defaulting Party may terminate this Agreement effective on the date indicated in its notice of termination and shall have the right (i) to withhold any payments due to the Defaulting Party under this Agreement; (ii) to suspend performance on or after the date of termination; and (iii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. These charges will be itemized on the disconnect notice. If HES terminates this Agreement for reasons other than non-payment, Customer shall be transferred to the provider of last resort, and Customer shall be notified of the transfer. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

11. Exit Fees. Customer understands that in order for HES to be able to supply Energy to its customers, HES enters into long term supply arrangements with suppliers of Energy to meet the forecasted consumption of its customers. If this Agreement ends prior to the Estimated End Date due to Customer's Default, Customer shall pay liquidated damages to HES according to the calculations provided on the Offer Sheet. The Exit Fee, GEOpower Exit Fee, and GEOgas Exit Fee identified on the Offer Sheet together form the "Exit Fees". The Parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by HES and shall be conclusively deemed to be liquidated damages designed to reimburse HES for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind.

12. Suspension of Utility Service. In the event of non-payment when due of all invoiced sums authorized in this Agreement, Energy supply and/or delivery service may be disconnected by the Utility. If this happens and the Utility later reconnects Customer, HES may, at HES's option, re-enroll Customer under this Agreement effective as of the date that the Energy supply and/or delivery service is reconnected by the Utility. Customer must notify HES within 30 days of the date of reconnection.

13. Customer Information, Credit Review. Customer requests, authorizes and directs the Utility and/or NYISO to release to HES, Customer's contact and account information, current and historical Energy billing and usage data, and other payment information so as to enable HES to perform its obligations under this Agreement. Customer further authorizes HES to review Customer's credit history and information, whether in the possession of the Utility or third party credit reporting agencies (and HES may disclose such Customer information to its creditors, suppliers, affiliates, business partners, and service providers) HES's supply of Energy may depend on Customer's creditworthiness and HES is not obligated to accept, or continue performing, this Agreement if Customer does not meet HES's credit requirements. HES will send notice by regular mail to Customer if Customer is not approved by HES for credit reasons. Customer may rescind its authorization at any time but unless and until Customer does so, HES shall continue to have access to such information throughout the Term. Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. Incorrect Customer information may be rectified. Customer authorizes HES to provide information about Customer, including contact information, to HES's affiliates, business partners and service providers. HES (and its affiliates, business partners, and service providers) can communicate with Customer about other products and services offered by HES, its affiliates or business partners, unless Customer elects not to receive those communications by marking the appropriate section on the Offer Sheet or providing written notice to HES.

14. Representations. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from HES or its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. HES hereby warrants to Customer that at the time of delivery of Energy hereunder it will have good title and/or the right to sell such Energy, and that such Energy will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

15. Indemnification. HES does not transmit or distribute Energy to Customer and does not generate the Energy used or consumed by Customer. Therefore, HES does not promise a steady, continuous supply. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER

Hudson Energy

ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIALLY REASONABLE EFFORTS TO MITIGATE DAMAGES.

16. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

17. Dispute Resolution. Customer may contact HES with regard to a concern or dispute under this Agreement by mail, fax or telephone using HES's contact information as set out at the top of the Offer Sheet. Disputes arising under this Agreement shall, upon the demand of HES, be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Rules"), except as modified herein. The arbitration shall be held and the award shall be issued in New York. There shall be one arbitrator, who shall be appointed by agreement of the Parties within thirty (30) days of receipt by the respondent of the demand for arbitration. Any arbitrator not appointed within the time limit provided herein, shall, upon the request of any Party, be appointed by the AAA in accordance with the Rules. Any arbitrator appointed by the AAA shall be a retired judge or a practicing attorney and an experienced arbitrator with no less than ten years of experience with energy related matters and large commercial cases. The hearing shall be held, if possible, within sixty (60) days of the appointment of the arbitrator. In rendering an award, the arbitrator shall be required to follow the law of the State of New York and the terms of this Agreement. The arbitrator is not empowered to award actual, direct damages in excess of compensatory damages, and each Party hereby irrevocably waives any right to recover consequential, incidental, punitive, exemplary or similar damages with respect to any dispute. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et seq. The award, which shall be a written award stating the findings of fact and conclusions of law on which it is based, shall be final and binding upon the Parties and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accounting presented to the arbitral tribunal. Judgment upon such award may be entered in any court of competent jurisdiction.

18. Amendments. HES may amend this Agreement by providing Customer notice of such amendment. Unless required under Governing Law (including, for example, a Utility tariff change or NYSPSC order), Customer will have 30 days to reject the amendment. HES will not amend the Term or Price without Customer's consent; however, if any law, order or regulation is passed, modified, implemented or interpreted by judicial or regulatory order or legislative enactment under Governing Law, which creates additional costs (or credits) not currently included in the Price, then HES shall be entitled to pass through such incremental costs (or credits) to Customer.

19. Assignment. HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Energy marketer without prior notice to, or further consent from, Customer. Customer shall not assign or otherwise transfer its rights or obligations under this Agreement without first obtaining HES's written consent, which shall not unreasonably be withheld. This Agreement enures to the benefit of and binds the Parties and their respective successors and assigns.

20. Substitution of Location(s). Customer may request the substitution of one or more Utility account(s) not already included in the Agreement for one or more existing Location(s) included in the Agreement. HES will agree to such substitution provided that (i) Customer provides HES with a minimum of 60 days notice of the request; (ii) the new Utility account(s) are located in the same Utility territory and NYISO load zone, as applicable, as the Location(s) to be removed from the Agreement; and, (iii) in aggregate, the annual consumption, load profile, capacity requirement, and any other characteristics deemed by HES to be material to the Agreement are comparable, in HES's reasonable opinion, between the new Utility account(s) to be added to the Agreement and the existing Location(s) to be removed from the Agreement. If HES agrees to the requested substitution then (i) each of Customer's specified Utility accounts not already included in the Agreement will be a Location bound by this Agreement; (ii) HES is authorized to deal with Customer's Utility in this regard; and (iii) if Governing Law requires Customer to provide HES with additional written authorization at the time of the substitution, as it relates to starting or ending service at a Location, Customer will have the option of providing it to HES or paying the Exit Fees as they relate to the Location(s) removed from the Agreement. If HES does not agree to the requested substitution and Customer ends service at a Location, Customer will pay the Exit Fees as they relate to that Location.

21. Inability to Perform. Customer accepts that certain events beyond the control of HES, including Force Majeure events declared by HES's direct or indirect suppliers, may affect HES's ability to supply Energy, GEOgas, or GEOpower at the Price. If this happens, HES may at its sole discretion and without liability: (a) temporarily supply them to Customer at the market price available to HES; or (b) suspend this Agreement until as soon as HES is reasonably able to resume performance. This Agreement will otherwise remain in full effect. "Force Majeure" means those events not reasonably anticipated when this Agreement was signed and beyond the control of HES including, but not limited to, Acts of God; fires, floods, wildlife, storms, lightning, earthquakes or regional freezing; war or hostile action; acts of the public enemy; civil insurrection, terrorism or sabotage; inability to access the transmission or distribution system, events associated with the Utility, the commodity supplier or others used to deliver Energy to the Location, curtailment or disruption by the Utility, the commodity supplier or the Utility's appropriation of Energy, event of Force Majeure of HES's supplier or suppliers; voltage fluctuations, irregularities or surges; or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities. Force Majeure shall not include: (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; or (c) changes in the market prices of Energy. If either Party is rendered unable by a Force Majeure Event to carry out, in whole or part, its obligations under this Agreement and such Party gives written notice and full details of the event to the other Party as soon as reasonably practicable after the occurrence of the event, then during the pendency of such Force Majeure Event, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) shall be suspended. A Party may furnish notice of a Force Majeure Event orally; provided, however, electronic or written notification must be furnished to the other Party within two (2) Business Days thereafter. The Party affected by the Force Majeure shall remedy the Force Majeure with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of Energy to, or Customer to receive Energy at, points other than the Delivery Points.

22. Notice. HES will send notices and correspondence to the billing address listed on the Offer Sheet (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). When providing HES with notice, Customer shall send it to HES's address as listed on the Offer Sheet, to the attention of Customer Service Manager, Commercial Contracts, in a manner by which Customer may give proof of delivery upon request. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. If a change in Governing Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at www.hudsonenergyservices.com.

23. Governing Law. The laws of the State of New York govern this Agreement. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

24. Confidentiality. Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees,

Hudson Energy

counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, exchange or regional transmission organization rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidential provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; or (d) information developed by either Party independent of any confidential information. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

25. Recordings. Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

26. Miscellaneous. This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy, GEOpower and GEOgas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document and can only be amended if agreed to by HES's head office in a written notice to, or recorded telephone call with, Customer. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the Parties with respect to this Agreement may be imaged and stored electronically (and used as if it were an original business record). The contents of HES's marketing materials do not form part of the Agreement and were not relied on by Customer. This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by HES to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law or as set out herein, HES does not offer refunds.

27. Emergency. In an electricity or natural gas-related emergency, Customer shall contact the appropriate emergency personnel or the Utility, if appropriate, and not HES.

28. *Consumer Information.* . *The services provided by the Utility will continue to be protected by New York State's Home Energy Fair Practices Act and the NYSPSC's Residential and Non-residential* Rules. Should Customer have any questions or require additional information regarding this Agreement, Customer can contact HES at: Hudson Energy Services, LLC, 4 Executive Blvd. Suite 301, Suffern, NY 10901 or by telephone at 1-877-HUDSON9. Buyer may also request information from the New York State Public Service Commission at: Consumer Services Division, 3 Empire State Plaza, Albany, NY 12223 or Toll Free at 1-800 -342-3377 or through its website at: http://www.dps.state.ny.us.

ESSENTIAL AGREEMENT INFORMATION

a) This Agreement is with Hudson Energy Services, LLC (HES), an Energy Services Company (ESCO) and not Customer's local Utility. Customer will continue to be supplied with Energy whether or not Customer signs this Agreement.

b) This Agreement covers only the cost of Energy itself (along with GEOpower and/or GEOgas, if selected). As always, Customer will remain responsible for certain additional costs or charges that may be assessed by third parties. See Section 7.5 for additional details.

c) This Agreement does not guarantee financial savings. At any given time, Customer's Utility's Energy commodity rates may be lower or higher than HES's prices for Energy.

d) This Agreement can be automatically renewed on a month to month basis (see Section 5). Customer will owe Exit Fees to HES if Customer causes this Agreement to end early (see Section 11).

e) By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with HES. HES, following its execution of this Agreement, will supply Energy (along with GEOpower and/or GEOgas, if selected) at the Price Customer agrees to on the Offer Sheet. Customer will pay any related charges, plus applicable taxes.

f) Customer and HES explicitly stipulate and agree that this Agreement: (i) did not result from HES's (or HES's representatives') personal solicitation of Customer; and/or (ii) was consummated entirely through mail, telephone or electronic means; and/or (iii) was consummated during a scheduled appointment at Customer's place of business. Therefore, Customer and HES agree that such sale was not the result of "Door-to-door sales" as that term is defined in the New York General Business Statutes, Article 22-A, Section 349-d.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Customer		Hudson Energy Services, LLC	
Signature:	[signature]	By:	[signature]
Printed Name:	ALFARINA	Print Name:	Deborah Merril
Title:	CFO	Title:	Executive Vice President, Commercial
Date:	6/15/12	Date:	June 15, 2012
I have the authority to bind customer.		I have the authority to bind HES.	

Note to Customer: Please submit your executed Terms and Conditions and Offer Sheet to HES prior to the expiration period indicated on the Offer Sheet by either faxing the Agreement to (800) 506-6009 or e-mailing it to nycontracts@hudsonenergy.net.

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer
ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - price and all variable charges or fees;
  - length of the agreement;
  - terms for renewal of the agreement;
  - cancellation process and any early termination fees, which are limited by law; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to http://www.dps.state.ny.us/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.state.ny.us.

You can find more information about your energy alternatives by visiting: www.askpsc.com

CONLEY
ROSENBERG &
BRENNEISE LLP
A Registered Limited Liability Partnership
Of Professional Corporations

Phillip J. Conley
Jay M. Rosenberg
Craig S. Brenneise
Michelle A. Mendez
Kelly E. Kleist

5080 Spectrum Drive, Suite 850 E
Addison, Texas 75001

Telephone: 972.364.9700
Facsimile: 972.713.6480
Email: mmendez@crb-law.com
Web: www.crb-law.com

January 29, 2014

VIA FEDEX

Sound Shore Medical of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

RE: Case No. 13-22844
Sound Shore Health System, Inc., Debtor
Our File No. 0601.0102

Dear Sirs:

Enclosed please find an original and two (2) copies of an Administrative Expense Proof of Claim form that is being submitted on behalf of Hudson Energy Services LLC.

Please do not hesitate to contact me if you have any questions concerning the enclosed.

Sincerely,

CONLEY ROSENBERG & BRENNEISE LLP

Michelle A. Mendez /kc

Michelle A. Mendez

MAM/kc
Enclosures

From: (972) 364-9700 Origin ID: PNXA
Michelle Mendez
Conley Rosenberg Brenneise
5080 Spectrum Drive
Suite 850E
Addison, TX 75001

FedEx Express

J14101312270326

Ship Date: 29JAN14
ActWgt. 0.8 LB
CAD: 105915801/INET3490

Delivery Address Bar Code

Ref # 0601.0102
Invoice #
PO #
Dept #

SHIP TO: (614) 289-5400 BILL SENDER
Sound Shore Medical of Westchester
c/o GCG, Inc.
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

THU - 30 JAN 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7977 6522 7011

XX OSUA

43017
OH-US
LCK

522G1/D6EC/F220

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer
2. Fold the printed page along the horizontal line
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned

Warning Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

RT 219 3 A
ST 17 7011
01.30

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Jacobs Lock CO. LLC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

Name and Addresses Where Notices Should be Sent:
Jacobs Lock Company LLC
685 Main Street
New Rochelle, NY 10801
914-636-4157 Fax: 632-6407
Email: jacobslck@aol.com

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

THE GARDEN CITY GROUP INC. DEC 31 2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 9-25-12 THRU 3-27-13

3. DESCRIPTION OF CLAIM (IF KNOWN): Locks & Door Hardware

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 1,861.42 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief

Print Name: Frank NAGEL
Title: Owner
Company: Jacobs Lock Co. LLC
Address and telephone number (if different from notice address above):

Telephone number: 914-636-4157 email: JACOBS Lck e AOL.com

(Signature) (Date) 12-27-13

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01091
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Jacobs Lock Company, LLC.

Licensed - Bonded - Registered
Master Locksmiths & Security Consultants
685 Main Street
New Rochelle, NY 10801
914-636-4157 Fax: 914-632-6407
Email: JACOBSLCK@AOL.COM

CUSTOMERS ORDER NO.	PHONE	DATE 9-25-12
NAME Sound Shore Medical Center		
ADDRESS		
CITY	STATE	ZIP

Sold By	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	

QTY	DESCRIPTION	PRICE	AMOUNT	
	Rekeyed a Master Keyed			
18	Yale Cylinders	22.00	396	00
8	Yale Keys	2.75	22	00
			418	00

All labor and materials are guaranteed for a period of 90 days. Signature below indicates that the goods and/or services were received in good order.

TAX

RECEIVED BY:

TOTAL

No 57132

Jacobs Lock Company, LLC.
Licensed - Bonded - Registered
Master Locksmiths & Security Consultants
685 Main Street
New Rochelle, NY 10801
914-636-4157 Fax: 914-632-6407
Email: JACOBSLCK@AOL.COM

CUSTOMERS ORDER NO.	PHONE	DATE 9-27-12
NAME Sound Shore Medical Center		
ADDRESS		
CITY	STATE	ZIP

Sold By	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	

QTY	DESCRIPTION	PRICE	AMOUNT	
	Key & Master Kit			
2	Yale Cylinder	22.00	44	00
	S.Poly			
1	Yale Cyl. For key & knobs			
	Set			
	Keyed & Master keyed		48	00
			92	00

All labor and materials are guaranteed for a period of 90 days. Signature below indicates that the goods and/or services were received in good order.

TAX

RECEIVED BY:

TOTAL

No. 57126

Jacobs Lock Company, LLC.

Licensed - Bonded - Registered
Master Locksmiths & Security Consultants

685 Main Street
New Rochelle, NY 10801
914-636-4157 Fax: 914-632-6407
Email: JACOBSLCK@AOL.COM

CUSTOMERS ORDER NO.	PHONE	DATE
		9.27-12

NAME: SOUND SHORE MEDICAL CENTER

ADDRESS:

CITY | STATE | ZIP

Sold By	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	

QTY	DESCRIPTION	PRICE	AMOUNT	
9-10	1 year cyclinder			
	keyed a like keys		22	00
2	Key	2.75	5	50
2	Key cuts (Lock)	3.50	7	00
	(TONY)			
9-12	2 Emtkay 100 (TONY) padlocks	3.96	7	92
			42	42

All labor and materials are guaranteed for a period of 90 days. Signature below indicates that the goods and/or services were received in good order.

RECEIVED BY:

TAX

TOTAL

No 57092

Jacobs Lock Company, LLC.
Licensed, Bonded - Registered
Master Locksmiths & Security Consultants
685 Main Street
New Rochelle, NY 10801
914-636-4157 Fax: 914-632-6407
Email: JACOBSLCK@AOL.COM

CUSTOMERS ORDER NO.	PHONE	DATE
		10-11-12

NAME: SOUND SHORE MEDICAL CENTER

ADDRESS:

CITY | STATE | ZIP

Sold By	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	
			X				

QTY	DESCRIPTION	PRICE	AMOUNT	
2	Door Stops			
		295	5	90
	Supplied & Installed			
2	Ace CAM Locks			
		450	90	00

All labor and materials are guaranteed for a period of 90 days. Signature below indicates that the goods and/or services were received in good order.

RECEIVED BY:

TAX

TOTAL

No. 57149

Jacobs Lock Company, LLC.
Licensed • Bonded • Registered
Master Locksmiths & Security Consultants
685 Main Street
New Rochelle, NY 10801
914-636-4157 • Fax: 914-632-6407
Email: JACOBSLCK@AOL.COM

CUSTOMERS ORDER NO.	PHONE	DATE
		11-27-12

NAME: Sound Shore Medical Center

ADDRESS:

CITY | STATE | ZIP

Sold By	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT
			X			

QTY.	DESCRIPTION	PRICE	AMOUNT	
3	5" Extension	52.00	156	00
8	2 3/8 Latch	7.95	63	60
	Rekeyed to Master Keyed			
9	Yale cylinder	22.00	198	00
18	Yale Sectional keys	2.75	49	50
			~~467~~	~~50~~
			$467	10

All labor and materials are guaranteed for a period of 90 days. Signature below indicates that the goods and/or services were received in good order.

RECEIVED BY:

TAX

TOTAL

Jacobs Lock Company, LLC.
Licensed • Bonded • Registered
Master Locksmiths & Security Consultants
685 Main Street
New Rochelle, NY 10801
914-636-4157 • Fax: 914-632-6407
Email: JACOBSLCK@AOL.COM

CUSTOMERS ORDER NO.	PHONE	DATE
		12-9-12

NAME: Sound Shore Medical Center

ADDRESS:

CITY | STATE | ZIP

Sold By	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	
			X				

QTY.	DESCRIPTION	PRICE	AMOUNT
50	YALE GG Blanks	1.86	93 00
50	YALE GB "	1.86	93 00
50	YALE 6A "	1.86	93 00
50	YALE GH "	1.86	93 00
100	YALE 44 "	1.28	128 00
50	RUI (Eip only)	.58	29 00
50	M10 "	.48	24 00
50	AR1 "	.48	24 00
50	CG16 Blanks	.48	24 00
			601 00

All labor and materials are guaranteed for a period of 90 days. Signature below indicates that the goods and/or services were received in good order.

RECEIVED BY:

TAX

TOTAL

Jacobs Lock Company, LLC.
Licensed • Bonded • Registered
Master Locksmiths & Security Consultants
685 Main Street
New Rochelle, NY 10801
914-636-4157 • Fax: 914-632-6407
Email: JACOBSLCK@AOL.COM

CUSTOMERS ORDER NO.	PHONE	DATE
		3-27-13

NAME Sound Shore

ADDRESS

CITY	STATE	ZIP

Sold By	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT	
2	2" Barrel bolts	1.95	3	90
2	4" Barrel bolts	2.55	5	10
2	Keep Key code (139E)		12	00
	Rekey & MASTER Key			
2	YALE Cylinder	22.00	44	00
2	Keys	3.75	7	50

All labor and materials are guaranteed for a period of 90 days. Signature below indicates that the goods and/or services were received in good order.

RECEIVED BY:

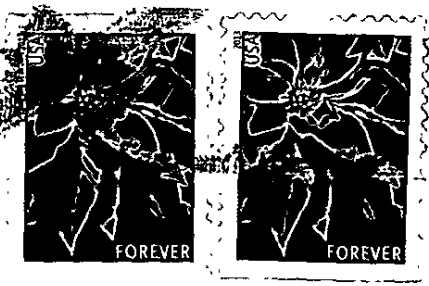
TAX

TOTAL $72 50

13-22840-rdd Doc 1135-11 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 9) Pg 23 of 46

Jacobs Lock Company LLC
685 Main Street
New Rochelle, NY 10801
914-636-4157 Fax: 632-6407
Email: jacobslck@aol.com

WESTCHESTER NY 105
23 DEC 2013 PM 4 L



SOUND SHORE MEDICAL CENTER
C/O GCG, INC
P.O. BOX 9982
DUBLIN, OH 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Kramer Scientific Lab. Prod. Corp.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent: Kramer Sci. Lab. Prod. Corp.
50 Maple Street
Norwood, NJ 07648

☐ Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
118330

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): Various

3. DESCRIPTION OF CLAIM (IF KNOWN):
Laboratory Supplies

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM
13516.00 $ 13516.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☐ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Carl Stora
Title: President
Company: Kramer Scientific Lab. Prod. Corp
Address and telephone number (if different from notice address above):

Carl Stora (Signature) 12/27/13 (Date)

Telephone number: 201-767-8505 email: Kramerscl@aol.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01103
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
03/26/13	MV25535	2	001	001	UPS	100342.02		180870

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
14	14		AM2161	MULTISTIX 10 SG 100 STRIPS/BOTTLE	EA	48.00	672.00
2		2	AM2591	ICTOTEST REAGENT TAB 100/PK	PK	83.50	0.00
						SUB-TOTAL	672.00
						FREIGHT	9.06

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 04/25/13				681.06

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
03/21/13	MV25282	2	006	006	UPS	100065.03		180860

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
3	3		AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	144.00
4		4	AM2127	CLINITEST 1 BOTTLE	EA	20.35	0.00
						SUB-TOTAL	144.00
						FREIGHT	8.25

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 04/20/13				152.25

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
03/13/13	MV25535	3	001	001	DROPSHIP	100343.00		180831

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
2	2		AST3315	DEIONIZED WATER GALLON	EA	12.75	25.50
				PLACED BY FRANK ß			
						SUB-TOTAL	25.50
						FREIGHT	11.57

TERMS:
NET DUE ON 04/12/13

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			37.07

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
03/13/13	MV25535	2	001	001	UPS	100342.01		180815

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
14		14	AM2161	MULTISTIX 10 SG 100 STRIPS/BOTTLE	EA	48.00	0.00
5	5		PLYMS-ESR-2CTA	SED-CHEK II ABNORMAL 6x8mL/PK	PK	253.12	1265.60
5	5		PLYMS-ESR-2CTN	SED-CHEK II NORMAL 6x8mL/PK	PK	253.12	1265.60
				ORDER PLACED BY FRANK ß			
2		2	AM2591	ICTOTEST REAGENT TAB 100/PK	PK	83.50	0.00
						SUB-TOTAL	2531.20
						FREIGHT	11.25

TERMS:
NET DUE ON 04/12/13

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			2542.45

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
03/07/13	MV25535	2	001	001	UPS	100342.00		180801

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
24	10	14	AM2161	MULTISTIX 10 SG 100 STRIPS/BOTTLE	EA	48.00	480.00
5		5	PLYMS-ESR-2CTA	SED-CHEK II ABNORMAL 6x8mL/PK	PK	253.12	0.00
5		5	PLYMS-ESR-2CTN	SED-CHEK II NORMAL 6x8mL/PK	PK	253.12	0.00
				ORDER PLACED BY FRANK ß			
2		2	AM2591	ICTOTEST REAGENT TAB 100/PK	PK	83.50	0.00
						SUB-TOTAL	480.00
						FREIGHT	8.90

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 04/06/13				488.90

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
03/06/13	MV25073	2	001	001	UPS	99843.00		180783

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
3	3		AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	144.00
				MV25073			

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 04/05/13				144.00

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
02/19/13	MV24904	2	001	001	UPS	99700.04		180718

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
2	2		AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	96.00
1		1	PUF6184	CHART PAPER,6",7 DAYCIRCULAR 50/PK	PK	79.00	0.00
				Per Dan @ MV- the original po number was incorrect*			
						SUB-TOTAL	96.00
						FREIGHT	8.28

TERMS:
NET DUE ON 03/21/13

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			104.28

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
02/13/13	MV24261	3	001	001	DROPSHIP	100102.00		180698

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
2	2		755250	IMMUNO CARD STREP A 50/PK	KIT	471.25	942.50
				ATTN LISA LAB			
						SUB-TOTAL	942.50
						FREIGHT	53.94

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 03/15/13				996.44

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
02/13/13	MV24261	3	001	001	DROPSHIP	100101.00		180697

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
2	2		ANA416-022	BINAXNOW FLU A/B 22 TEST KIT	KIT	429.99	859.98
				ATTN LISA / LAB			
						SUB-TOTAL	859.98
						MISC. HAZ MA	20.00

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 03/15/13				879.98

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
02/13/13	MV25290	3	001	001	DROPSHIP	100072.00		180695

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
2	2		AST3337	ETHYL ALCOHOL *DSR* 190 PROOF 1 GALLON	EA	22.00	44.00
						SUB-TOTAL	44.00
						FREIGHT	14.52

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 03/15/13				58.52

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
01/31/13	MV25282	2	006	006	UPS	100065.02		180606

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
3		3	AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	0.00
4		4	AM2127	CLINITEST 1 BOTTLE	EA	20.35	0.00
40	40		R-7500	MICROSCOPE SLIDES 45 DEG. PLAIN 1/2G	PK	6.25	250.00
						SUB-TOTAL	250.00
						FREIGHT	15.74

TERMS:
NET DUE ON 03/02/13

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			265.74

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
01/09/13	MV25282	2	006	006	TRUCK	100065.01		180476

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
3		3	AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	0.00
4		4	AM2127	CLINITEST 1 BOTTLE	EA	20.35	0.00
2	2		PAC23-249-989	FDP ASSAY KIT 30T	KIT	340.00	680.00
40		40	R-7500	MICROSCOPE SLIDES 45 DEG. PLAIN 1/2G	PK	6.25	0.00
						SUB-TOTAL	680.00
						FREIGHT	9.10

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 02/08/13				689.10

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
01/03/13	MV25282	2	006	006	TRUCK	100065.00		180452

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
3		3	AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	0.00
4		4	AM2127	CLINITEST 1 BOTTLE	EA	20.35	0.00
10	10		G1503	10 X 75 BORO GLASS TUBE 1000/CS	CS	40.35	403.50
10	10		G137035	LIQUIPETTE,3mL CAP 500/PK	PK	16.00	160.00
40	40		R-7200/WH90	STARFROST SLIDES #57189 1/2 GROSS	BX	7.25	290.00
2		2	PAC23-249-989	FDP ASSAY KIT 30T	KIT	340.00	0.00
40		40	R-7500	MICROSCOPE SLIDES 45 DEG. PLAIN 1/2G	PK	6.25	0.00
						SUB-TOTAL	853.50
						FREIGHT	71.84

TERMS:
NET DUE ON 02/02/13

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			925.34

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
10/19/12	MV24957	2	006	006	UPS	99784.01		180161

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
1	1		PLYMS-1000	SEDIPLAST W/SODIUM CIT.1000/CS	CS	962.99	962.99
						SUB-TOTAL	962.99
						FREIGHT	13.72

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 11/18/12				976.71

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
10/17/12	MV24957	2	006	006	UPS	99784.00		180150

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
1		1	PLYMS-1000	SEDIPLAST W/SODIUM CIT.1000/CS	CS	962.99	0.00
2	2		G110811	4ml SAMPLE CUP 1000/BG	PK	32.00	64.00
						SUB-TOTAL	64.00
						FREIGHT	9.96

TERMS:
NET DUE ON 11/16/12

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			73.96

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
10/15/12	MV24261	3	006	006	DROPSHIP	99732.00		180145

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
1	1		PAC23-249-989	FDP ASSAY KIT 30T	KIT	340.00	340.00
				ATTN LISA /LAB			
						SUB-TOTAL	340.00
						FREIGHT	17.34

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 11/14/12				357.34

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
10/03/12	MV24904	2	001	001	UPS	99700.03		180082

QUANTITY ORDERED	SHIPPED	BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
1	1		755250	IMMUNO CARD STREP A 50/PK	KIT	471.25	471.25
1	1		BR436	LIQUICHEK URINE CNTRLEVEL 1	KIT	308.00	308.00
1	1		BR437	LIQUICHEK URINE CNTRLEVEL 2	KIT	308.00	308.00
2		2	AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	0.00
1		1	PUF6184	CHART PAPER,6",7 DAYCIRCULAR 50/PK	PK	79.00	0.00
				Per Dan @ MV- the original po number was incorrect*			

SUB-TOTAL	1087.25
FREIGHT	9.27

TERMS:
NET DUE ON 11/02/12

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			1096.52

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
09/28/12	MV24261	2	001	001	UPS	99700.02		180060

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
1	1		ANA416-022	BINAXNOW FLU A/B 22 TEST KIT	KIT	429.99	429.99
3	2	1	755250	IMMUNO CARD STREP A 50/PK	KIT	471.25	942.50
1		1	BR436	LIQUICHEK URINE CNTRLEVEL 1	KIT	308.00	0.00
1		1	BR437	LIQUICHEK URINE CNTRLEVEL 2	KIT	308.00	0.00
2		2	AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	0.00
1		1	PUF6184	CHART PAPER,6",7 DAYCIRCULAR 50/PK	PK	79.00	0.00

TERMS:
NET DUE ON 10/28/12

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			1372.49

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
09/28/12	MV24836	2	001	001	UPS	99684.00		180059

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
1	1		AMS1010	FORMALIN NEUT. 2.5 GAL	EA	340.00	340.00
						SUB-TOTAL	340.00
						FREIGHT	10.15

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 10/28/12				350.15

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page
1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
09/27/12	MV24261	2	001	001	UPS	99700.01		180042

QUANTITY			PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
ORDERED	SHIPPED	BACKORDER					
1		1	ANA416-022	BINAXNOW FLU A/B 22 TEST KIT	KIT	429.99	0.00
3		3	755250	IMMUNO CARD STREP A 50/PK	KIT	471.25	0.00
2	1	1	BR436	LIQUICHEK URINE CNTRLEVEL 1	KIT	308.00	308.00
2	1	1	BR437	LIQUICHEK URINE CNTRLEVEL 2	KIT	308.00	308.00
2		2	AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	0.00
1		1	PUF6184	CHART PAPER,6",7 DAYCIRCULAR 50/PK	PK	79.00	0.00
						SUB-TOTAL	616.00
						FREIGHT	9.20

TERMS:	DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
NET DUE ON 10/27/12				625.20

CUSTOMER COPY

KRAMER SCIENTIFIC LABORATORY PRODUCTS CORPORATION
50 MAPLE STREET
NORWOOD NJ 07648
Phone # 201-767-8505 FAX # 201-767-9688

INVOICE

Page 1

Bill To: 118330

MT. VERNON HOSPITAL
ATTN: JENNIFER HALL
12 N. 7TH AVENUE
MT. VERNON NY 10550

Ship To: 118330A

MT. VERNON HOSPITAL
RECEIVING DEPT.
12 N. 7TH AVENUE
MT. VERNON NY 10550

Date	Customer PO#	Wh#	SP#	Alt#	Ship Via	Order #	Slip #	Invoice #
09/25/12	MV24261	2	001	001	UPS	99700.00		180031

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDER	PRODUCT ID	DESCRIPTION	U/M	UNIT PRICE	EXT. PRICE
24	24		AM2161	MULTISTIX 10 SG 100 STRIPS/BOTTLE	EA	48.00	1152.00
				LONG SHELF LIFE			
1		1	ANA416-022	BINAXNOW FLU A/B 22 TEST KIT	KIT	429.99	0.00
3		3	755250	IMMUNO CARD STREP A 50/PK	KIT	471.25	0.00
2		2	BR436	LIQUICHEK URINE CNTRLEVEL 1	KIT	308.00	0.00
2		2	BR437	LIQUICHEK URINE CNTRLEVEL 2	KIT	308.00	0.00
2		2	AM2381	ACETEST TABS 100/BOTTLE	EA	48.00	0.00
20	20		35035	STATUS hCG PREG.TESTURINE/SERUM 35 TEST	KIT	63.24	1264.80
10	10		G1503	10 X 75 BORO GLASS TUBE 1000/CS	CS	40.35	403.50
10	10		G137035	LIQUIPETTE,3mL CAP 500/PK	PK	16.00	160.00
2	2		SK100	SICKLE CONTROL POS&NEG 4x.5mL/KIT	EA	101.38	202.76
2	2		SK101	SICKLE CELL TEST KIT 100T	KIT	79.85	159.70
40	40		R-7500	MICROSCOPE SLIDES 45 DEG. PLAIN 1/2G	PK	6.00	240.00
40	40		R-7760	MICROSCOPE SLIDES DBL.FROST 90DEG.1/2G	PK	6.25	250.00
1		1	PUF6184	CHART PAPER,6",7 DAYCIRCULAR 50/PK	PK	79.00	0.00
						SUB-TOTAL	3832.76
						FREIGHT	71.87

TERMS:
NET DUE ON 10/25/12

DISCOUNT TERMS	IF PAID BY	DEDUCT	TOTAL DUE
			3904.63

CUSTOMER COPY

13-22840-rdd Doc 1135-11 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 9) Pg 46 of 46

KRAMER SCIENTIFIC
LABORATORY PRODUCTS CORP.
MAPLE STREET NORWOOD, NJ 07648

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

7012 2920 0002 1292 6092

UNITED STATES POSTAL SERVICE

1000

43017

U.S. POSTAGE
PAID
MONROE, NY
10950
DEC 28, '13
AMOUNT

$7.37

00028343-14

Sound Shore Med. Ctr. of Westchester
C/o GGG Inc.
P.O. Box 9982
Dublin, OH 43017

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
L.I. Locksmith & Alarm, Inc.
DBA L.I. Automatic Doors

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 22 2014

Name and Addresses Where Notices Should be Sent:
L.I. Locksmith & Alarm, Inc.
26 W. Old Country Rd.
Hicksville, N.Y. 11801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☒ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN) 11/27/12

3. DESCRIPTION OF CLAIM (IF KNOWN): Electric lock slow motion Access installed.

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 822.50 (Total)

5. CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☐ I am the creditor ☒ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARY V. Carracino
Title: Administrative Assistant
Company: L.I. Locksmith & Alarm, Inc.
Address and telephone number (if different from notice address above):

Mary V. Carracino (Signature) 1-16-14 (Date)

Telephone number: 516-931-2273 email: _____

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01206
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Nassau Lic No. H1833240000
NYS Alarm Lic. No. 12000232209
Locksmith Liq. # *Pending*
Fed. I.D. No. 11-20

L.I. Locksmith & Alarm Co., Inc. DBA.

L.I. AUTOMATIC DOORS

"YOUR SECURITY TECHNOLOGY COMPANY"
26 W. Old Country Road • Hicksville, NY 11801-4002

DOOR Repair Shop # 705735
Suffolk Home Imp. Lic. No. 18217-H
Suffolk Res Electrical Lic. No 5310-RE
DUNS 00-399-6618

www.lilocksmith.com
(516) 931-2273

liautomaticdoors.com
Fax (516) 931-7334

PAGE 1 OF 1

REQUESTOR / PROJECT	BUILDING	TECH ID	ORDER NO
JIMMT	43	D127696	

CUSTOMER NO	SALES ID	PHONE	RELEASE NO	P O NO
MTVRHSP	43	914-664-8000		

ORDER DATE	TIME	DATE COMPLETED	AGEING DATE		TAX ID #	JOB NO
11/27/12	08:49	11/27/12	11/28/12	HOSPITAL		2332009

BILLING ADDRESS
MT VERNON HOSPITAL
12 NORTH 7TH AVENUE
MOUNT VERNON NY 10550

JOB LOCATION
12 NORTH 7TH AVENUE
MOUNT VERNON

LICENSED BY THE N.Y.S. DEPARTMENT OF STATE. ACCESS CONTROL
CAMERA SYSTEMS *AUTOMATIC SLIDE & SWING DOORS * SAFES * LOCK

QUANTITY	PART NO.	DESCRIPTION	PRICE	TOTAL
1	75010-400	ELECTRIC LOCK - SL MOTION ACCESS	685.00	685.00
		MAIN ENTRANCE EXTERIOR RIGHT SIDE (LOOKING OUT OF BLDG) REPLACED 24V ELECTRIC LOCK ASSEMBY - CYCLED AND CHECKED FOR PROPER OPERATION		

ALL RETURNS ARE SUBJECT TO A 20% HANDLING CHARGE. RETURNS WILL BE ACCEPTED WITHIN 7 DAYS OF ORIGINAL PURCHASE ONLY. SPECIAL ORDERS, OPENED BLISTER-PACKED ITEMS, ITEMS WITHOUT SALES SLIPS, DAMAGED ITEMS, AND ITEMS IN DAMAGED PACKAGES ARE NON-REFUNDABLE AND NON-RETURNABLE. NO RETURNS ON ELECTRIAL ITEMS & BATTERIES. SPECIAL ORDERS MUST ALSO BE PRE-PAID IN FULL ALL REFUNDS BY COMPANY CHECK ONLY.

I hereby authorize L I Locksmith & Alarm Co . Inc. to order this material as specified above. This order is subject to the terms and conditions set forth herein AND ON THE REVERSE HEREOF WHICH THE UNDERSIGNED HAS READ.

Customer Signature

I hereby accept above performed service and charges as being satisfactory and acknowledge that equipment has been left in good condition. The undersigned agrees to the terms and conditions set forth herein AND ON THE REVERSE HEREOF WHICH THE UNDERSIGNED HAS READ.

X

Customer Signature

DAN DEIGHAN

ITEM TOTAL	685.00
LABOR	137.50
SUB-TOTAL	822.50
	.00
NY SALES TAX	.00
INVOICE TOTAL	822.50

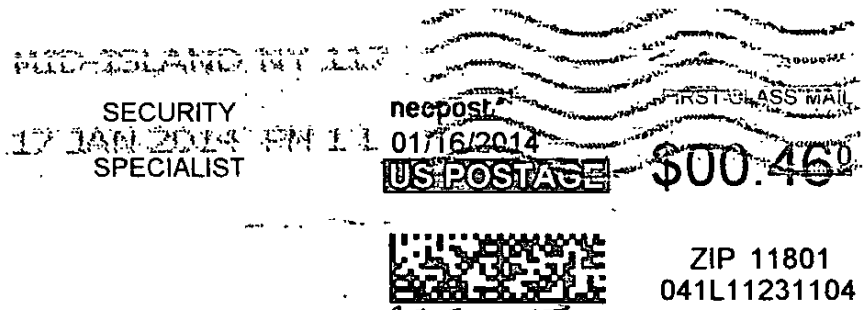
OFFICE COPY

Thank You

Rev. 7/27/04

13-22840-rdd Doc 1135-12 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 10) Pg 3 of 47

L.I. Locksmith & Alarm Co., Inc.
"Your Security Technology Company"
26 West Old Country Road
Hicksville, New York 11801-4002



Sound Shore Medical of Westchester
c/o G C S, Inc.
P. O. Box 9982
Dublin, Ohio 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Landauer Inc

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim Attach copy of statement giving particulars

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent
Landauer Inc
2 Science Rd
Glenwood, IL 60425

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify. _____

2 DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN):

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 4855.80 (Total)

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7 TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Shyoole Nhys
Title: AR
Company: Landauer Inc
(Signature) (Date) 12/26/13

Address and telephone number (if different from notice address above):

Telephone number. _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc , P O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01086
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

LANDAUER

2 Science Road
Glenwood, Illinois 60425
Telephone 708 755 7000
Facsimile 708 755 7035

D-U-N-S 18-980-7159

Original Invoice

SOUND SHORE MED CENTER
ATTN ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE, NY 10802

SERVICE DATES PRIOR TO 5/29/13

Shipped to Address:
SOUND SHORE MED CENTER
ATTN YU JIN
RADIOLOGY /NR104997
16 GUION PLACE
NEW ROCHELLE, NY 10802

Page 1

Purchase Order	Account Number	Invoice Date	Invoice Number	Federal ID
NR169035	**172165**	**2013-06-07**	**100077916**	**06-1218089**

Series	Product ID	Product Description	Service Date	Wear Date	Qty	No. Ships	Unit Price	Extended Price
		This invoice covers services provided: 2013-04 to 2013-05						
		Please note: Your account has been cancelled.						
		****Please access our website for details regarding unreturned dosimeters at www.myLDR.com, if applicable.**						
		Payment Terms Net 30 days. A finance charge of 1.5% per month, which is an annual percentage rate of 18%, may be added to all past due accounts. We hereby certify that these services were produced in compliance with Fair Labor Standards Act, as amended.					INVOICE TOTAL IN (USD)	493.88

Please return bottom portion with payment.

Remit payment by using one of the following methods:

VISA MasterCard DISCOVER AMERICAN EXPRESS ACH Check by Phone

* Telephone: 800.323.8830
* Mail: P.O. Box 809051, Chicago, IL 60680-9051
* Email: accountsreceivable@landauerinc.com

Please reference invoice number on check

Print Name On Card

Card Number

Expiration Date **CVV2**

www.myLDR.com

Customer Name	SOUND SHORE MED CENTER
Customer Number	172165
Invoice Number	100077916
Invoice Date	2013-06-07

Amount Due: **$** 493.88 **USD**

1-OD-0172165-000000000

LANDAUER

2 Science Road
Glenwood, Illinois 60425
Telephone 708 755 7000
Facsimile 708 755 7035

D-U-N-S 18-980-7159

Original Invoice

SOUND SHORE MED CENTER
ATTN ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE, NY 10802

Shipped to Address:
SOUND SHORE MED CENTER
ATTN YU JIN
RADIOLOGY /NR104997
16 GUION PLACE
NEW ROCHELLE, NY 10802

Purchase Order	Account Number	Invoice Date	Invoice Number	Federal ID
NR169035	172165	2013-06-07	100077916	06-1218089

Series	Product ID	Product Description	Service Date	Wear Date	Qty	No. Ships	Unit Price	Extended Price
		This invoice covers services provided: 2013-04 to 2013-05						
	00100-1MO	Luxel+ Service: Pa, 1MO		2013-04-01	1		0.00	0.00
	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		0.00	0.00
	02052-000	Dosimetry Report copy different site	2013-04-10		1		0.04	0.04
		Series Total						0.04
DIA	00100-1MO	Luxel+ Service: Pa, 1MO		2013-04-01	18		5.78	104.04
DIA	02052-000	Dosimetry Report copy different site	2013-04-09		4		0.04	0.16
DIA	02052-000	Dosimetry Report copy different site	2013-04-10		16		0.04	0.64
DIA	01030-000	Luxel unreturned dosimeter fee**			10		6.50	65.00
DIA		Series Total						169.84
NUC	00100-1MO	Luxel+ Service: Pa, 1MO		2013-04-01	4		5.78	23.12
NUC	01200-1MO	TLD Service: U, 1MO		2013-04-01	2		9.50	19.00
NUC	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		9.50	9.50
NUC	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		0.00	0.00
NUC	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		9.50	9.50
NUC	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		0.00	0.00
NUC	00100-1MO	Luxel+ Service: Pa, 1MO		2013-04-01	1		5.78	5.78
NUC	00100-1MO	Luxel+ Service: Pa, 1MO		2013-04-01	1		0.00	0.00
NUC	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		0.00	0.00
NUC	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		9.50	9.50
NUC	02052-000	Dosimetry Report copy different site	2013-04-09		2		0.04	0.08
NUC	02052-000	Dosimetry Report copy different site	2013-04-10		3		0.04	0.12
NUC	01030-000	Luxel unreturned dosimeter fee**			2		6.50	13.00
NUC	01230-000	TLD unreturned dosimeter fee**			3		6.50	19.50
NUC		Series Total						109.10
RAD	00100-1MO	Luxel+ Service: Pa, 1MO		2013-04-01	23		5.78	132.94
RAD	01200-1MO	TLD Service: U, 1MO		2013-04-01	1		9.50	9.50
RAD	02052-000	Dosimetry Report copy different site	2013-04-09		22		0.04	0.88
RAD	02052-000	Dosimetry Report copy different site	2013-04-10		2		0.04	0.08
RAD	01030-000	Luxel unreturned dosimeter fee**			11		6.50	71.50
RAD		Series Total						214.90

LANDAUER

2 Science Road
Glenwood, Illinois 60425
Telephone 708 755 7000
Facsimile 708 755 7035

D-U-N-S 18-980-7159

Original Invoice

SOUND SHORE MED CENTER
ATTN ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE, NY 10802

Shipped to Address:
SOUND SHORE MED CENTER
ATTN YU JIN
RADIOLOGY /NR104997
16 GUION PLACE
NEW ROCHELLE, NY 10802

Purchase Order	Account Number	Invoice Date	Invoice Number	Federal ID
NR169035	172165	2013-06-07	100077916	06-1218089

Series	Product ID	Product Description	Service Date	Wear Date	Qty	No. Ships	Unit Price	Extended Price
		Account Total for Services Provided						**493.88**
		SUMMARY OF UNRETURNED DOSIMETERS						
	01030-000	**Luxel unreturned dosimeter fee****			**23**		**6.50**	**149.50**
	01230-000	**TLD unreturned dosimeter fee****			**3**		**6.50**	**19.50**

LANDAUER®

2 Science Road
Glenwood, Illinois 60425
Toll-free 800 323 8830
Facsimile 708 755 7016

Billing Reminder

Address
MOUNT VERNON HOSPITAL
ATTN LOUISE MARTUCCI
X-RAY DEPARTMENT
12 N SEVENTH AVENUE
MT VERNON, NY 10550

Customer Name
MOUNT VERNON HOSPITAL

Customer Number
172956

Date of Reminder
2013/07/31

Invoice Number	Date	Explanation or P.O. Number	Reference	Amount
200000009	2012/09/10		4121190	45.00
200000009	2013/07/31	Finance Charge		5.19
100036964	2012/12/31		100036964	735.60
100036964	2013/07/31	Finance Charge		44.26
100062252	2013/03/31		100062252	725.60
100062252	2013/07/31	Finance Charge		11.45
100087065	2013/06/30		100087065	738.10

YOUR ACCOUNT IS OVER 90 DAYS PAST DUE. IN ORDER TO AVOID FUTURE FINANCE CHARGES, PLEASE REMIT PAYMENT IN FULL. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ACCOUNTS RECEIVABLE AT (800) 323-8830.

***** Amount Now Due (USD) 2,305.20

If you have paid the above items since the statement date please disregard this notice.

You can remit payment by using one of the following methods:

VISA MasterCard DISCOVER AMERICAN EXPRESS ACH Check by Phone

* Telephone 708.755.1319
* Mail: P.O. Box 809051, Chicago, IL 60680-9051

Payment Terms are Net 30 days. A finance charge of 1.5% per month, which is an annual percentage rate of 18%, may be added to all past due accounts.

www.myLDR.com

Statement Generated on 2013/08/02 14:27

LANDAUER

2 Science Road
Glenwood, Illinois 60425
Toll-free 800 323 8830
Facsimile 708 755 7016

Billing Reminder

Address
SOUND SHORE MED CENTER
ATTN ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE, NY 10802

Customer Name
SOUND SHORE MED CENTER

Customer Number
172165

Date of Reminder
2013/05/31

Invoice Number	Date	Explanation or P.O. Number	Reference	Amount
200000012	2012/06/19		7029110	(1,200.83)
200000000	2012/06/21		4112894	422.50
200000000	2013/05/31	Finance Charge		52.92
100042932	2013/01/21		100042932	2,085.63
100042932	2013/05/31	Finance Charge		41.14
100045577	2013/01/31		100045577	19.50
100045577	2013/05/31	Finance Charge		0.29
100045721	2013/02/08		100045721	295.10
100045721	2013/05/31	Finance Charge		3.20
100048076	2013/02/22		100048076	1.80
100048076	2013/05/31	Finance Charge		0.01
100053019	2013/03/12		100053019	334.10
100067911	2013/03/29		100067911	1.36

YOUR ACCOUNT IS OVER 90 DAYS PAST DUE. IN ORDER TO AVOID FUTURE FINANCE CHARGES, PLEASE REMIT PAYMENT IN FULL. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ACCOUNTS RECEIVABLE AT (800) 323-8830.

***** Amount Now Due (USD) **2,056.72**

If you have paid the above items since the statement date please disregard this notice.

You can remit payment by using one of the following methods:

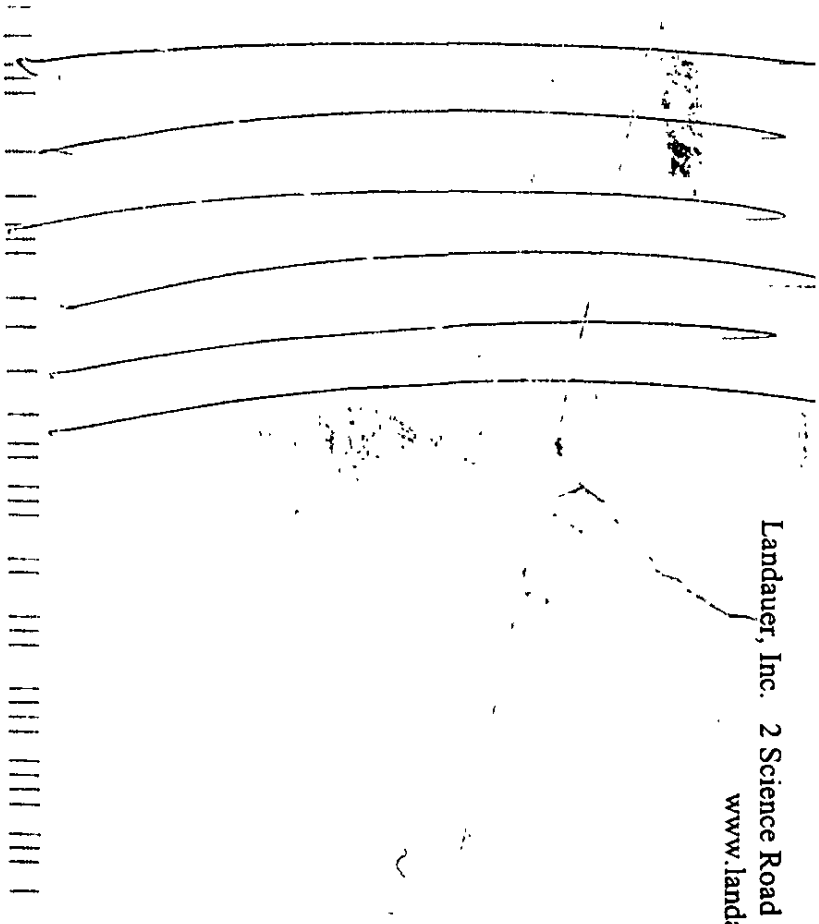
VISA MasterCard DISCOVER AMERICAN EXPRESS ACH Check by Phone

* Telephone: 708.755.1319
* Mail: P.O. Box 809051, Chicago, IL 60680-9051

Payment Terms are Net 30 days. A finance charge of 1.5% per month, which is an annual percentage rate of 18%, may be added to all past due accounts.

www.myLDR.com

Statement Generated on 2013/05/31 11:25



Landauer, Inc. 2 Science Road Glenwood, Illinois 60425-1586
www.landauerinc.com

13-22840-rdd Doc 1135-12 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 10) Pg 11 of 47

LANDAUER

neopost
12/27/2013
US POSTAGE $000.66⁰

FIRST-CLASS MAIL

ZIP 60425
041L12202785

Sound Shore Medical of Westchster
C/O GCG, Inc
PO Box 9982
Dublin, OH 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Landover Cooling Tower Service, Inc

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC JAN 17 2014

Name and Addresses Where Notices Should be Sent:
LANDOVER COOLING
TOWER SERVICE
177 MILL LANE
MOUNTAINSIDE, NJ 07092

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
94328, 94202, 94294

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 8/21/2012, 8/02/2012 & 6/13/2012

3. DESCRIPTION OF CLAIM (IF KNOWN):
Services/work performed on cooling towers

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 74,832.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6 SUPPORTING DOCUMENTS *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: John Slifer
Title: Owner
Company: Landover Cooling Tower
Address and telephone number (if different from notice address above):
LANDOVER COOLING
TOWER SERVICE 908-654-8754
177 MILL LANE
Telephone number: MOUNTAINSIDE, NJ 07092 email: John@LandoverCTS.com

(Signature) John Slifer (Date) 1/13/2014

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

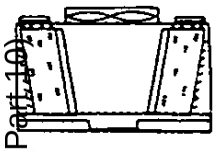
INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01180
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

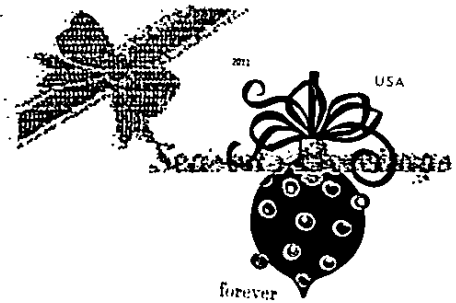
13-22840-rdd Doc 1135-12 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 10) Pg 13 of 47



LANDOVER COOLING TOWER SERVICE
177 Mill Lane • Mountainside, New Jersey 07092

ON DANIELS NJ 070

13 JAN 2014 PM 8 L



Sound Shore Med Ctr
c/o GCG, Inc
PO Box 9982
Dublin, Ohio 43017-5982

43017598282

FILED - 01433
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
JONATHAN LARYWON

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 31 2014

Name and Addresses Where Notices Should be Sent:
5 FELLOWSHIP LANE
RYE BROOK, NY 10573

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim. supports
Claim Number (if known): 249
Dated: 8/22/2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☑ Other (Specify): over payment - see attached

2. DATE DEBT WAS INCURRED (IF KNOWN): 9/24/12

3. DESCRIPTION OF CLAIM (IF KNOWN): Credit card was charged 2nd time for billing. Initial charge was 8/10/12. Repeated calls did not resolve / reverse the incorrect charge

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 1,325.63 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☐ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Jonathan Larywon
Title:
Company:
Address and telephone number (if different from notice address above):
Peggeann Larywon - Mother who paid bill + owns credit card erroneously charged
Telephone number: 914-937-3692

(Signature) peggy Layn (Date) 1/29/14
email: peggeann@optonline.net

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc , P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

Peggeann Larywon
5 Fellowship Lane, Rye Brook, NY 10573 (914) 937-3692 (914) 806-2903 cell
peggeann@optonline.net

Ms. Kerry Van Wellington - Accounts Payable Department
Sound Shore Medical Center of Westchester June 3, 2013
16 Guion Place
New Rochelle, NY 10802

Dear Kerry:
RE: Jonathan Larywon - Account 2104812

This is a follow up to confirm our conversation today, your response and the several phone calls with many representatives in the billing office.

As you confirmed, a payment to the Sound Shore Medical Center on behalf of my son was duplicated by your Billing Office in 2012—**before the facility filed for Chapter 11 or bankruptcy.** On 8/10/12 my credit card was charged for $1,325.63 by SSMC Cashier New Rochelle NY for hospital bill/ account # 2104812. On 9/24/12 my credit card was charged again, for the same amount, same description.

I have been calling the Billing Dept for months with requests to reverse the duplicate credit or to issue a refund. Specifically, on 3/21/13 I spoke with Pat who acknowledged the duplicate payment. She told me that a refund was in process. This was **before the facility filed for Chapter 11 or bankruptcy.** On 4/29/13 I spoke with Irene who told me that the file was processed to accounts payable on 3/29/13 to complete the refund process. Again, this was **before the facility filed for Chapter 11 or bankruptcy.** Since then I have been trying to contact the AP Supervisor, Kay Maletti and the AP Manager, Mary Ann Viereilli with little success. Both voice mail boxes are full and the messages indicate the incorrect date.

I realize you must follow a different process at this time. However, the Sound Shore Medical Center Billing Dept knew they erred and debited my credit card twice. You all have withheld $1,325.63 of my money since September 2012 while I have tried to recoup same. Why this refund took so long to process through the Billing Dept boggles my mind. But the file was sent to the Accounts Payable Dept on March 29th for the refund to be issued. **This was before the facility filed for Chapter 11 or bankruptcy!** Why did you continue to withhold my money?

I am a single parent who lost her job. I am not a deadbeat. I paid my son's hospital bill in good faith. I cannot afford to be cheated by the Sound Shore Medical Center. It is unacceptable to be trying to get my legal refund for months and for the Billing and AP staff to have not completed the refund process in a timely manner. Why should I be penalized for this inefficiency?

I understand that Sound Shore Medical Center is to be taken over by the Montefiore Medical Center. What is my recourse? Who can I take this investigation to now, other than the press or the hospital President and CEO?

I will appreciate your continued follow up. Thanks and Regards,

cc: Ms. M. Viereilli, AP Manager

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982

SSM0204575523

LARYWON JONATHAN
5 FELLOWSHIP LN
RYE BROOK, NY 10573-5502

Re: Sound Shore Medical Center of Westchester, *et al. - Case No. ROBERT D. DRAIN (the "Debtor")*

GCG, Inc. **("GCG")** is the claims and noticing agent in the Debtor's Chapter 11 proceeding. Your proof of claim form (the **"Claim"**) has been received and recorded as follows:

Date Received: 08/22/2013
Claim Number: 249

Please be advised that the first page of your Claim is accessible to the public through the case administration website, www.gcginc.com/cases/soundshore/. *You are strongly encouraged to review your claim on the website by clicking on the Claims Register/Creditor Search link and then entering your claim* number. Please contact GCG toll free at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com if your claim includes any personally identifiable information ("PII"). PII includes a social security number, driver's license number, account number, credit or debit card information (including password, access code or PIN#), etc. At your direction, GCG will redact the PII from your Claim. GCG, however, is not authorized to provide legal advice or instructions regarding preparation or modification of your Claim.

**Please note that this acknowledgement is not an indication that your Claim has been accepted or allowed as filed. All claims must be submitted in hard copy, either by mail or hand delivery. Claims submitted via email or facsimile may be objected to and disallowed on that basis. If your claim was submitted via email or facsimile, you must submit a hard copy on or before the bar date for filing claims in this case. All claims are subject to review and possible objection. A claim may be removed from the claims register if a claim is found to be a duplicate of another filed claim by the same creditor. It is the claimant's obligation to continually check and review any claims filed on the claims register.*

GCG, Inc.

SHIP TO:

SOUND SHORE MEDICAL
OF WESTCHESTER EL AL. C/O GCG
5151 BLAZER PKWY, STE A
DUBLIN OH 43017

OH 432 9-30

UPS NEXT DAY AIR **1**

TRACKING #: 1Z 3WX 231 01 5809 2459

BILLING: P/P

W8 16.0.31 48.0A 01/2014

SEE NOTICE ON REVERSE regarding UPS terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Margaret Levitt M.D.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent:
Margaret Levitt
50 Elk Avenue
New Rochelle, NY 10804

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): Malpractise insurance tail coverage

2. DATE DEBT WAS INCURRED (IF KNOWN): November 5 2013

3. DESCRIPTION OF CLAIM (IF KNOWN): Primary Professional Liability Policy 88181 tail premium due

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 26,319.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARGARET LEVITT
Title: M.D.
Company: SOUND SHORE MEDICAL CENTER

Margaret Levitt MD 12/27/13
(Signature) (Date)

Address and telephone number (if different from notice address above):

Telephone number: 914 235 1780 email: margaretlevitt7@gmail.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01104
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

October 11, 1999

Dear Dr. Levitt:

The following is a summary of the terms and conditions governing your employment as a full-time physician in the Department of Pediatrics (the "Department") at Sound Shore Medical Center of Westchester (the "Medical Center").

I. DUTIES

Your duties shall include, without limitation, those described in the job description attached as Exhibit A. In addition, you shall be responsible, as assigned by the Department Director, for teaching and supervision of Medical Center residents, medical students rotating through the Department, Fifth Pathway students, and any other trainees performing services or receiving training within the Department. You will devote a minimum of forty (40) hours per week in order to fulfill your duties hereunder.

II. COMPENSATION

Your compensation for services rendered pursuant to this Agreement shall be at an annual rate of one hundred twenty three thousand six hundred dollars ($123,600) payable in bi-weekly installments.

III. BENEFITS

You shall be entitled to participate in any fringe benefit program of the Medical Center that now exists or that may be implemented in the future, in accordance with the Medical Center's ordinary and usual personnel policies for similarly situated physician employees, except that any applicable waiting periods for participation in such programs shall be waived.

The Medical Center shall permit you to devote up to a total of five (5) paid work days to attendance at continuing medical education programs in subjects related to the Department's activities or at professional society meetings at Medical Center expense, up to a maximum annual expense of one thousand dollars ($1,000).

As a teaching physician in a teaching hospital, the Medical Center recognizes that it is important that you continue in the clinical practice of medicine. Accordingly, you may engage in the clinical practice of medicine during the term of your employment pursuant to this Agreement, as long as such practice does not interfere with your obligations hereunder, and as long as such practice is conducted in accordance with the Medical Center's Medical Staff Bylaws, Rules and Regulations and in accordance with this Agreement.

All income generated by the private practice of medicine during your employment hereunder is hereby assigned to the Medical Center. The Medical Center agrees to allocate such income as follows, and to utilize its portion of the income to compensate the Medical Center for the costs incurred in supporting your private practice and to enhance the teaching program of the Department:

> seventy-five percent (75%) of the amounts billed and collected shall be allocated and distributed to the Medical Center, and the remaining twenty-five percent (25%) shall be allocated and distributed to you.

In the event your employment by the Medical Center is terminated for any reason or expires, any amounts collected in the following one (1) year that are attributable to your private practice activities during your employment shall be allocated pursuant to the above formula. Amounts collected more than one (1) year after you cease to be employed by the Medical Center will be retained by the Medical Center.

V. TERM AND TERMINATION

Your employment shall be effective July 1, 1999 and shall be for a period of one (1) year, unless otherwise terminated as hereinafter provided. Either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice to the other party.

The Medical Center also shall have the right to terminate your employment immediately upon the occurrence of any one of the following:

i. Your Medical Staff privileges at the Medical Center are terminated or otherwise limited so as to interfere with the performance of your duties;

ii. Your license to practice medicine in the State of New York is revoked, suspended or otherwise restricted;

iii. You fail to qualify for malpractice insurance coverage;

iv. You fail to provide timely and properly completed medical record and billing documentation appropriate to your duties hereunder;

v. You become totally disabled for a period of one hundred eighty (180) days, or you become physically or mentally impaired such that, in the reasonable judgment of the Medical Center, with or without a reasonable accommodation, you cannot perform the essential functions of your job or you otherwise pose a direct threat to the health and safety of patients;

vi. You become addicted to the habitual use of an illegal drug;

vii. You are convicted of a felony related to the practice of medicine;

viii. You engage in conduct which, in the reasonable judgment of the Medical Center, endangers the welfare or safety of patients or is prejudicial to the best interests and welfare of the Medical Center; or

ix. You fail to cure a material breach of the conditions of your employment within thirty (30) days after written notice of such breach by the Medical Center.

VI. MEDICAL STAFF APPOINTMENT

As a condition of your continued employment hereunder, you agree at all times to comply with the Bylaws, Rules and Regulations of the Medical Center and the Medical Staff. By signing and accepting this Agreement, you acknowledge that your appointment to the Medical Staff at the Medical Center is contingent upon your continued employment hereunder. In the event of termination of your employment for any reason, including the expiration of this Agreement, unless the Medical Center agrees otherwise, you shall resign from the Medical Staff and shall not be entitled to the hearing or other due process procedures set forth in the Medical Center's Medical Staff Bylaws, Rules and Regulations.

VII. MALPRACTICE INSURANCE

The Medical Center shall provide you with professional liability insurance coverage under the Medical Center's Medical Liability Mutual Insurance Company ("MLMIC") policy related to your duties hereunder and your private practice activities. You shall provide the Medical Center with notice of each claim or potential claim of professional liability against you related to activities at the Medical Center of which you receive notice.

Upon expiration of this Agreement or its termination for any reason, in the event that any professional liability insurance coverage provided to you during the term of the Agreement was of the "claims made" variety, then the Medical Center shall purchase tail liability insurance as

necessary to maintain insurance coverage with respect to performance of your duties hereunder and in connection with your private practice activities during the term of the Agreement.

Very truly yours,

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

By: _____
John R. Spicer
President
Chief Executive Officer

By: _____
Mark Glassman, MD
Director, Department of Pediatrics

AGREED TO AND ACCEPTED BY:

Margaret Levitt M.D. Date: 10/14/99
Margaret Levitt, M.D.

Physicians' Reciprocal Insurers

1800 Northern Boulevard P.O. Box 9007, Roslyn, NY 11576

(516) 365-6690
(800) 632-6040
www.pri.com

November 8, 2013

Margaret Levitt
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, NY 10801

Re: Primary Professional Liability
Sound Shore Medical Center
Extended Reporting Period (Tail Coverage)

Primary Professional Liability Policy # 88181

Extended Reporting Coverage- Dr. Margaret Levitt

Policy Effective Dates- 7/1/2009 – 11/5/2013

Tail Premium Due: **$26,319**

Please make check payable to: **Physicians' Reciprocal Insurers**

Mail to: Jeanne H. Braun, Executive Vice President
Hospitals & Special Programs
Physicians' Reciprocal Insurers
1800 Northern Boulevard
Roslyn, NY 11576

Due Date: December 8, 2013

**** Additional premium is an offer to purchase extended reporting coverage (tail), if no payment is made in 30 days we will assume you have declined to purchase extended reporting coverage.**

15-rdd Doc 1135-12 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 10) Pg 4 of 47

MARGARET LEVITT
80 ELK Avenue
NEW ROCHELLE, NEW YORK 10804

UNITED STATES POSTAL SERVICE
1029
43017
U.S. POSTAGE
PAID
NEW ROCHELLE, NY
10804
DEC 27, 13
AMOUNT
$5.17
00076558-13

Sound Shore Medical CTR. of Westchester et al
c/o GCG Inc.
PO Box 9982
Dublin, Ohio 43017-5982

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC	13-22845 13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Mase coding Services

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 31 2014

Name and Addresses Where Notices Should be Sent:
Mase coding Services
170 NY Ave Apt 8
Brooklyn NY 11216

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN):

FILED - 01340
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 44,372.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY. To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Mazette Edwards
Title: CEO
Company: Mase Coding Services
Address and telephone number (if different from notice address above):

(Signature) (Date) 1/27/14

Telephone number: 866-291-2864 email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

July 7, 2013

Invoice

SS20130707

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient

	Length of Stays	
	Less than 15 Days	15 Days & Over
June 1, 2013	26	1
June 2, 2013	25	
June 5, 2013	25	
June 7, 2013	18	
June 8, 2013	25	1
June 9, 2013	41	
June 12, 2013	19	
June 13, 2013	24	1
June 14, 2013	20	1
June 15, 2013	21	2
June 16, 2013	26	1
June 18, 2013	22	
June 19, 2013	15	1
June 23, 2013	24	1
June 25, 2013	25	
June 26, 2013	18	
June 30, 2013	44	3
Total Records	418	12
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$7,524.00	$300.00

Total Invoice

$7,824.00



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808A

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: July 1, 2013 - July 6, 2013

	Length of Stays	
	Less than 15 Days	15 Days & Over
July 1, 2013	11	2
July 2, 2013	23	0
July 3, 2013	35	2
July 4, 2013	25	0
July 5, 2013	0	0
July 6, 2013	0	0
Total Records	94	4
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,692.00	$100.00

Total Invoice

$1,792.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808B

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: July 7, 2013 - July 13, 2013

	Length of Stays	
	Less than 15 Days	15 Days & Over
July 7, 2013	0	0
July 8, 2013	72	0
July 9, 2013	29	0
July 10, 2013	25	0
July 11, 2013	0	0
July 12, 2013	31	2
July 13, 2013	0	0
Total Records	157	2
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$2,826.00	$50.00

Total Invoice

$2,876.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808BA

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Am Surge
Time Period: July 7, 2013 - July 13, 2013

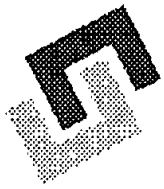
	Total Cases
July 7, 2013	
July 8, 2013	
July 9, 2013	
July 10, 2013	
July 11, 2013	
July 12, 2013	
July 13, 2013	24
Total Records	24
Unit Cost Per Record	$15.00
Sub-Total	$360.00

Total Invoice

$360.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808C

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: July 14, 2013 - July 20, 2013

	Length of Stays	
	Less than 15 Days	15 Days & Over
July 14, 2013	22	2
July 15, 2013	24	1
July 16, 2013	38	2
July 17, 2013	11	2
July 18, 2013	15	0
July 19, 2013	8	0
July 20, 2013	6	1
Total Records	124	8
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$2,232.00	$200.00

Total Invoice

$2,432.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808CA

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Am Surge
Time Period: July 14, 2013 - July 20, 2013

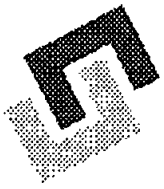
	Total Cases
July 14, 2013	
July 15, 2013	
July 16, 2013	62
July 17, 2013	
July 18, 2013	
July 19, 2013	37
July 20, 2013	
Total Records	99
Unit Cost Per Record	$15.00
Sub-Total	$1,485.00

Total Invoice

$1,485.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808D

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: July 21, 2013 - July 27, 2013

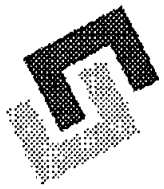
	Length of Stays	
	Less than 15 Days	15 Days & Over
July 21, 2013	0	0
July 22, 2013	28	0
July 23, 2013	39	1
July 24, 2013	28	0
July 25, 2013	0	0
July 26, 2013	0	0
July 27, 2013	0	0
Total Records	95	1
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,710.00	$25.00

Total Invoice

$1,735.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808DA

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Am Surge
Time Period: July 21, 2013 - July 27, 2013

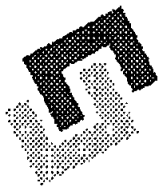
	Total Cases
July 21, 2013	
July 22, 2013	
July 23, 2013	
July 24, 2013	
July 25, 2013	
July 26, 2013	41
July 27, 2013	
Total Records	41
Unit Cost Per Record	$15.00
Sub-Total	$615.00

Total Invoice

$615.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808E

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: July 28, 2013 - August 3, 2013

	Length of Stays	
	Less than 15 Days	15 Days & Over
July 28, 2013	0	0
July 29, 2013	0	0
July 30, 2013	29	0
July 31, 2013	17	1
August 1, 2013	24	1
August 2, 2013	0	0
August 3, 2013	0	0
Total Records	70	2
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,260.00	$50.00

Total Invoice

$1,310.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division

Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 8, 2013

Invoice

SS20130808EA

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Am Surge
Time Period: July 28, 2013 -August 3, 2013

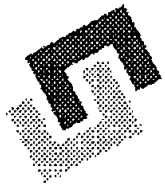
	Total Cases
July 28, 2013	
July 29, 2013	
July 30, 2013	
July 31, 2013	
August 1, 2013	
August 2, 2013	21
August 3, 2013	
Total Records	21
Unit Cost Per Record	$15.00
Sub-Total	$315.00

Total Invoice

$315.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 11, 2013

Invoice

SS20130811

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: August 4, 2013- August 10, 2013

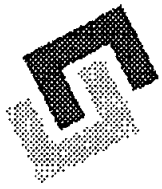
	Length of Stays	
	Less than 15 Days	15 Days & Over
August 4, 2013	0	0
August 5, 2013	0	0
August 6, 2013	0	0
August 7, 2013	21	0
August 8, 2013	27	2
August 9, 2013	0	0
August 10, 2013	0	0
Total Records	48	2
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$864.00	$50.00

Total Invoice

$914.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 11, 2013

Invoice

SS20130811A

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Am Surge
Time Period: August 4, 2013- August 10, 2013

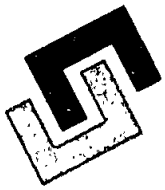
	Total Cases
August 4, 2013	
August 5, 2013	
August 6, 2013	64
August 7, 2013	0
August 8, 2013	0
August 9, 2013	51
August 10, 2013	53
Total Records	168
Unit Cost Per Record	$15.00
Sub-Total	$2,520.00

Total Invoice

$2,520.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

October 10, 2013

Invoice

SS20131010D

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: August 2, 2013, August 4, 2013, August 17, 2013

	Length of Stays	
	Less than 15 Days	15 Days & Over
August 2, 2013	26	0
August 4, 2013	31	0
August 17, 2013	20	0
Total Records	77	-
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,386.00	$0.00

Total Invoice

$1,386.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division

Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

August 11, 2013

Invoice

SS20130909

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: August 11, 2013- August 17, 2013

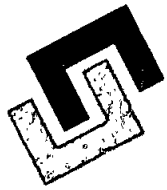
	Length of Stays	
	Less than 15 Days	15 Days & Over
August 11, 2013	32	1
August 12, 2013	0	0
August 13, 2013	0	0
August 14, 2013	15	1
August 15, 2013	0	0
August 16, 2013	0	0
August 17, 2013	20	0
Total Records	67	2
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,206.00	$50.00

Total Invoice

$1,256.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

October 10, 2013

Invoice

SS20131010A

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: August 18, 2013- August 24, 2013

	Length of Stays	
	Less than 15 Days	15 Days & Over
August 18, 2013	42	1
August 19, 2013	0	0
August 20, 2013	0	0
August 21, 2013	18	1
August 22, 2013	15	0
August 23, 2013	0	0
August 24, 2013	31	1
Total Records	106	3
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,908.00	$75.00

Total Invoice

$1,983.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division

Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

October 10, 2013

Invoice

SS20131010B

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: August 25, 2013- September 2, 2013

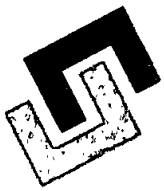
	Length of Stays	
	Less than 15 Days	15 Days & Over
August 25, 2013	25	2
August 28, 2013	25	0
August 29, 2013	34	4
August 30, 2013	0	0
August 31, 2013	0	0
September 1, 2013	25	1
September 2, 2013	0	0
Total Records	109	7
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,962.00	$175.00

Total Invoice

$2,137.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

October 10, 2013

Invoice

SS20131010C

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: September 22, 2013- September 30, 2013

	Length of Stays	
	Less than 15 Days	15 Days & Over
September 22, 2013	27	0
September 25, 2013	0	0
September 26, 2013	25	0
September 27, 2013	0	0
September 28, 2013	0	0
September 29, 2013	40	4
September 30, 2013	0	0
Total Records	92	4
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,656.00	$100.00

Total Invoice

$1,756.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division

Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

October 30, 2013

Invoice

SS20133010

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient
Time Period: October 2, 2013, October 9, 2013, October 13, 2013

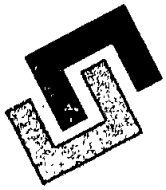
	Length of Stays	
	Less than 15 Days	15 Days & Over
October 2, 2013	24	0
October 9, 2013	42	0
October 13, 2013	24	1
Total Records	90	1
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$1,620.00	$25.00

Total Invoice

$1,645.00

Please make checks payable to: Mase Coding Services
Payment must be received within 30 days from invoice date to avoid late penalties.

Thank you for choosing Mase Coding Services HIM Solutions Division



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

June 18, 2013

Invoice

SS20130618E

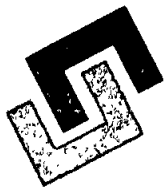
Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Am Surge

	Total Cases
May 3, 2013	32
May 4, 2013	54

Total Records	86	
Unit Cost Per Record	$15.00	
Sub-Total	$1,290.00	
Total Invoice		$1,290.00



Mase Coding Services
170 New York Ave Suite 8
Brooklyn, NY 11216
866-291-2889(P)
866-291-2889(Fax)

www.masecoding.com
info@masecoding.com

June 18, 2013

Invoice

SS20130618D

Sound Shore Medical Center
16 Guion Place
New Rochele, NY 10802

Mase Coding, Inc. Net 30

Professional Coding Services For Inpatient

	Length of Stays	
	Less than 15 Days	15 Days & Over
May 3, 2013	35	
May 10, 2013	21	1
May 11, 2013	19	
May 15, 2013	24	1
May 17, 2013	50	
May 18, 2013	21	
May 19, 2013	39	1
May 22, 2013	26	
May 24, 2013	16	
May 26, 2013	38	1
May 29, 2013	23	1
Total Records	312	5
Unit Cost Per Record	$18.00	$25.00
Sub-Total	$5,616.00	$125.00

Total Invoice $5,741.00

Mase Coding Services

PRESS FIRMLY TO SEAL

UNITED STATES POSTAL SERVICE

1007

U.S. POSTAGE
PAID
BRONX, NY
10467
JAN 29, 14
AMOUNT

$19.99
00045233-17

Claims

13-22840-rdd Doc 4135-12 Filed 06/29/15 Entered 06/29/15 14:37:20 (Part 10) Pg 47 of 47

PRESS HARD. YOU ARE MAKING 3 COPIES.

EU 918410677 US

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Mailing Label
Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code: 10467	Day of Delivery: ☐ Next ☑ 2nd ☐ 2nd Del. Day	Postage: $ 19.99
Date Accepted: Mo. 1 Day 29 Year 14	Scheduled Date of Delivery: Month 1 Day 31	Return Receipt Fee: $
Time Accepted: 1707 ☐ AM ☐ PM	Scheduled Time of Delivery: ☐ Noon ☑ 3 PM	COD Fee: $ / Insurance Fee: $
Flat Rate ☐ or Weight: lbs. 5 ozs. 2	Military: ☐ 2nd Day ☐ 3rd Day	Total Postage & Fees: $ 19.99
	Int'l Alpha Country Code	Acceptance Emp. Initials

DELIVERY (POSTAL USE ONLY)

Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Date Mo. Day	Time ☐ AM ☐ PM	Employee Signature

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No.

Federal Agency Acct. No. or Postal Service Acct. No.

☐ WAIVER OF SIGNATURE *(Domestic Mail Only)*
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

☐ NO DELIVERY ☐ Weekend ☐ Holiday

Mailer Signature

FROM: (PLEASE PRINT) PHONE ( )

Mase Coding Services
170 New York Ave Ste. 8
Brooklyn, NY 11216

TO: (PLEASE PRINT) PHONE ( )

Sound Shore Medical of Westchester
et. al, c/o GCG
515 Blazer parkway, suite A
Dublin, OH 43017

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

4 3 0 1 7 + [ ] [ ] [ ] [ ]

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

EMS

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ Sound Shore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property):
PATRICIA MASTELLONE

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent:
6 RUTGERS PL.
SCARSDALE, NY
10583

Check here if this claim: ☐ replaces or ☑ amends a previously filed administrative expense claim.
Claim Number (if known): 1012
Dated: 9/30/13

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
SCG# 1008321

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☑ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 2/2/12

3. DESCRIPTION OF CLAIM (IF KNOWN): WORKMAN'S COMP

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $55,287.26 (Total) actually should be $67,247.79

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: PATRICIA MASTELLONE
Title: _____
Company: SOUND SHORE MED. CENTER
Address and telephone number (if different from notice address above):
16 GUION PL
NEW ROCHELLE, NY
Telephone number: 914-723-1089

Patricia Mastellone (Signature) 12/23/13 (Date)

email: help4angor@yahoo.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01097
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

WORKERS' COMPENSATION BOARD
PO BOX 5205
BINGHAMTON, NY 13902-5205
www.wcb.ny.gov
(866) 746-0552

Robert E. Beloten
Chair

State of New York - Workers' Compensation Board

In regard to Patricia Mastellone, WCB Case #3030 8886

NOTICE OF DECISION

keep for your records

At the Workers' Compensation hearing held on 01/30/2012 involving the claim of Patricia Mastellone at the White Plains hearing location, Judge Chaim Malks made the following decision, findings and directions:

The claimant has a 5.00% schedule loss of use of the Left Arm, and 12.50% schedule loss of use of the Right Foot, and 50.00% schedule loss of use of the Left Leg entitling claimant to 185.225 weeks of benefits.

THE EMPLOYER OR INSURANCE CARRIER IS DIRECTED TO PAY AWARD AS FOLLOWS:

for disability over a period of weeks	from	to	at rate per week	the sum of	Type of Disability
5.4	8/7/2003	9/15/2003	$363.06	$1,960.52	Temporary Total Disability
179.825	9/15/2003	2/24/2007	$363.06	$65,287.26	Permanent Partial Disability

TOTAL AWARD IS $67,247.79, less payments already made.

FEES:

As lien on above award payable by separate check by carrier TO CLAIMANT'S REPRESENTATIVE OR ATTORNEY:

Sum of	To
$2,000.00	Caruso, Spillane, Leighton

DECISION: Special Funds is discharged and removed from notice.

The parties have stipulated on the record to these findings. No 25-A liability at this time.

Remburse employer $655.50. No further action is planned by the Board at this time.

Claimant -	Patricia Mastellone	Employer -	Sound Shore Medical Center
Social Security No. -		Carrier -	State Insurance Fund
WCB Case No. -	3030 8886	Carrier ID No. -	W204002
Date of Accident -	08/06/2003	Carrier Case No. -	48656870-165
District Office -	Peekskill	Date of Filing of this Decision -	02/02/2012

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

Carrier:
Employer:
Other:

State Insurance Fund
Sound Shore Medical Center
Caruso, Spillane, Leighton
Special Funds Cons. Comm.
HealthCare Subrogation Group

Patricia Mastellone
6 Rutgers Place
Scarsdale, NY 10583

NOTICE TO INJURED WORKER

1. Any compensation due will be sent to you by check by the employer or insurance carrier.
2. Keep a careful record of the payments received in order that you may have evidence of payment or nonpayment in case of dispute.
3. Do not pay anything to anyone representing you. If you hire a lawyer or licensed representative, the fee will be set by a W.C.Law Judge. The fee will be deducted from your award and paid by separate check directly to the lawyer or licensed representative by the employer or the insurance carrier.
4. Except for Volunteer Firefighters' and Volunteer Ambulance Workers' claims, no lost wage benefits are paid for the first seven days of disability unless the disability extends beyond 14 days.
5. If your case was continued and the Judge directed that your benefits are to continue, the insurance company or self-insured employer must keep paying you until :

   (a) you have another hearing and the Judge stops or changes your benefits

   or

   (b) your employer or insurance company has evidence that you have returned to work at regular pay or a report from your doctor stating you have no disability and submits this evidence to the Workers' Compensation Board.
6. If you wish to apply for administrative review of any part or all of the Judge's decision, your application must be in writing and received by the Board within 30 days of the filing date of this decision. The filing date is on the other side of this form in the lower right-hand corner. You may deliver your application in person to the District office or send it by mail.
7. If you have any further questions, you may contact your district office by mail or by telephone. The address of your district office is:

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
PO BOX 5205
BINGHAMTON, NY 13902-5205

Phone Number: (866) 746-0552

EC-23 (4/98)

OVER

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982


SSM0204636148

MASTELLONE, PATRICIA
6 RUTGERS PL
SCARSDALE, NY 10583-4906

Re: Sound Shore Medical Center of Westchester, *et al.* - *Case No. ROBERT D. DRAIN (the "Debtor")*

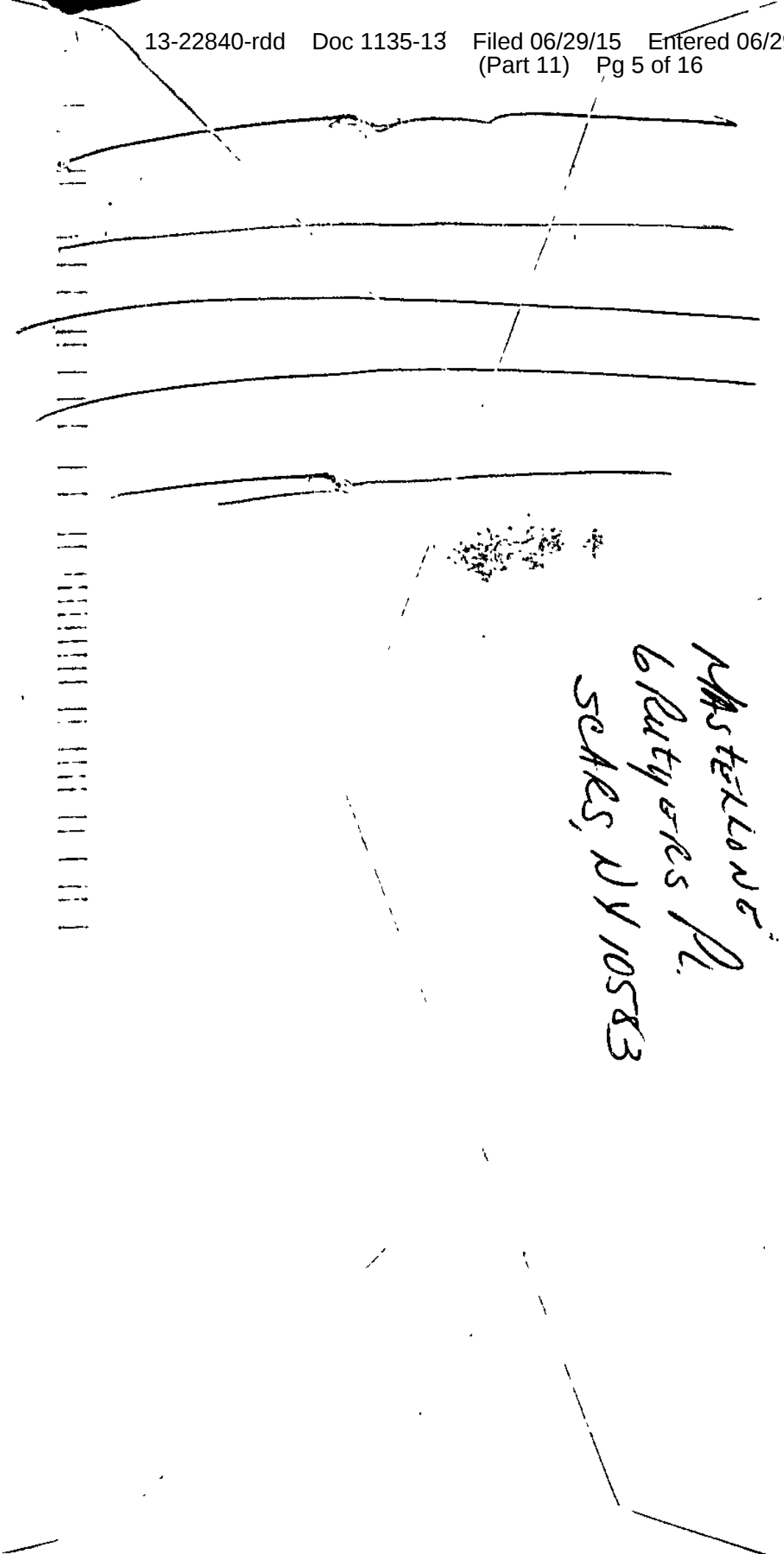
GCG, Inc. **("GCG")** is the claims and noticing agent in the Debtor's Chapter 11 proceeding. Your proof of claim form (the **"Claim"**) has been received and recorded as follows:

Date Received: 09/30/2013
Claim Number: 1012

Please be advised that the first page of your Claim is accessible to the public through the case administration website, www.gcginc.com/cases/soundshore/. *You are strongly encouraged to review your claim on the website by clicking on the Claims Register/Creditor Search link and then entering your claim* number. Please contact GCG toll free at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com if your claim includes any personally identifiable information ("PII"). PII includes a social security number, driver's license number, account number, credit or debit card information (including password, access code or PIN#), etc. At your direction, GCG will redact the PII from your Claim. GCG, however, is not authorized to provide legal advice or instructions regarding preparation or modification of your Claim.

**Please note that this acknowledgement is not an indication that your Claim has been accepted or allowed as filed. All claims must be submitted in hard copy, either by mail or hand delivery. Claims submitted via email or facsimile may be objected to and disallowed on that basis. If your claim was submitted via email or facsimile, you must submit a hard copy on or before the bar date for filing claims in this case. All claims are subject to review and possible objection. A claim may be removed from the claims register if a claim is found to be a duplicate of another filed claim by the same creditor. It is the claimant's obligation to continually check and review any claims filed on the claims register.*

GCG, Inc.


Mrs Terkonde
6 Rutgers Pl.
Scarsdale, NY 10583

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
RHONDA METZ

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP, INC. JAN 30 2014

Name and Addresses Where Notices Should be Sent:
Rice & Rice Attorneys at Law
270 North Avenue Suite 202
New Rochelle, New York 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☑ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): October 3, 2008

3. DESCRIPTION OF CLAIM (IF KNOWN): personal Injury

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 500,000.00 (Total)

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY. To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☐ I am the creditor ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: J. Roger Rice
Title: Partner
Company: Rice & Rice Attorneys at Law
(Signature) 11/26/14 (Date)

Address and telephone number (if different from notice address above):

Telephone number: 914-633-9200 email ricelaw@aol.com

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01290
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

NYSCEF - Westchester County Supreme Court

e-Filing Receipt

This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

Rhonda Metz - v. - Sound Shore Medical Center

Index Number NOT assigned

Documents Received 09/30/2011 11:55 PM

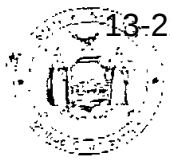
Doc #	Document Type	Control #	Motion #	Fee
1	SUMMONS + COMPLAINT			$0.00
			Index Fee	+ $210.00
			Total Fee	**$210.00**

Payment Information

Payment Type:	**Credit Card**
Date Paid:	**09/30/2011**
Fee Amount:	**$210.00**
Authorization Code:	**005523**
Comments:	**Date Payment Processed: 09/30/2011**

Filing User

Name:	**JORDAN RICE**		
Phone	**(914) 633-9200**	E-mail Address:	**jordan@NYRicelaw.com**
Fax #:		Work Address:	**270 NORTH AVE STE 202** **NEW ROCHELLE, NY 10801-5135**



NYSCEF - Westchester County Supreme Court

Confirmation Notice

This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

Rhonda Metz - v. - Sound Shore Medical Center

Index Number NOT assigned

Documents Received

Doc #	Document Type	Motion #	Date Received
1	SUMMONS + COMPLAINT		09/30/2011 11:55 PM

Filing User

Name:	**JORDAN RICE**		
Phone	**(914) 633-9200**	E-mail Address:	**jordan@NYRicelaw.com**
Fax #:		Work Address:	**270 NORTH AVE STE 202** **NEW ROCHELLE, NY 10801-5135**

E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 09/30/2011 11:55 PM:

RICE, JORDAN - jordan@NYRicelaw.com

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.

<efile@courts.state.ny.us> <efile@courts.state.ny.us>
NYSCEF County: Westchester Assign Claim/Index No ()SUMMONS + COMPLAINT, 56349/2011, Rhonda Metz - v. - Sound Shore Medical Center
October 3, 2011 9:21 AM

Document Update

On 10/03/2011 at 9:21:18 AM, the following item:

Assign Claim/Index No.

was completed

Case/Claim number	56349/2011
Caption	Rhonda Metz - v. - Sound Shore Medical Center
Judge Assigned	
Date Received	09/30/2011
Filer	JORDAN RICE (jordan@NYRicelaw.com)
Comments	

You may view the document by clicking the hyperlink below:

Document number	1
Document type	SUMMONS + COMPLAINT
Description	Metz Summons and Complaint
Special Instructions	

https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=tirVQewp3WusK2joA1Yj+A==&system=prod

If the document does not display after clicking the hyperlink, cut and paste the entire hyperlink into your browser.

THIS E-MAIL IS INTENDED ONLY FOR THE USE OF THE NAMED ADDRESSEE(S) AND FOR THE PURPOSES OF THE ELECTRONIC FILING SYSTEM. IF YOU ARE NEITHER THE INTENDED RECIPIENT NOR A PERSON DESIGNATED TO RECEIVE MESSAGES ON BEHALF OF THE INTENDED RECIPIENT, PLEASE NOTIFY THE SENDER IMMEDIATELY. THANK YOU.

Confirmation Notice

This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

Rhonda Metz - v. - Sound Shore Medical Center

Index Number NOT assigned

Documents Received

Doc #	Document Type	Motion #	Date Received
1	SUMMONS + COMPLAINT		09/30/2011 11:55 PM

Filing User

Name:	**JORDAN RICE**		
Phone	**(914) 633-9200**	E-mail Address:	**jordan@NYRicelaw.com**
Fax #:		Work Address:	**270 NORTH AVE STE 202** **NEW ROCHELLE, NY 10801-5135**

E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 09/30/2011 11:55 PM:

RICE, JORDAN - jordan@NYRicelaw.com

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.

NYSCEF - Westchester County Supreme Court

Confirmation Notice

This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

Rhonda Metz - v. - Sound Shore Medical Center

Index Number NOT assigned

Documents Received

Doc #	Document Type	Motion #	Date Received
1	SUMMONS + COMPLAINT		09/30/2011 11:55 PM

Filing User

Name: **JORDAN RICE**

Phone **(914) 633-9200**

Fax #:

E-mail Address: **jordan@NYRicelaw.com**

Work Address: **270 NORTH AVE STE 202**
NEW ROCHELLE, NY 10801-5135

E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 09/30/2011 11:55 PM:

RICE, JORDAN - jordan@NYRicelaw.com

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

RHONDA METZ,

Plaintiff,

-against-

SOUND SHORE MEDICAL CENTER,

Defendant.

----------X

Date Purchased: September 30, 2011

Index No:

Plaintiff designates Westchester County as the Place of trial.
Basis of Venue is Defendants' address and location of incident.

SUMMONS WITH NOTICE

Defendant's address:
SOUND SHORE MEDICAL CENTER
16 Guion Place
New Rochelle, NY 10802

To the above named Defendant:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded herein.

Dated: New Rochelle, NY
September 30, 2011

Defendant's Address:

SOUND SHORE MEDICAL CENTER
16 Guion Place
New Rochelle, NY 10802

RICE & RICE, ESQS.
Attorney for Plaintiff's
270 North Avenue,
Suite 202
New Rochelle, NY 10801

The relief sought is damages in an amount that exceeds the jurisdictional limits of all lower courts.

Upon failure to appear, judgment will be taken against you by default for an amount that exceeds the jurisdictional limits of all lower courts with fees an interest from October 3, 2008 together with costs of this action.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

RHONDA METZ,

VERIFIED COMPLAINT

Plaintiff,

-against-

Index No:

SOUND SHORE MEDICAL CENTER,

Defendant.

----------X

Plaintiff, complaining of the Defendant herein, by her attorneys RICE & RICE, ESQS., as and for his Verified Complaint, states and alleges as follows:

FIRST: That at all times hereinafter mentioned, the Plaintiff was and is a resident of the City of New Rochelle, County of Westchester, State of New York.

SECOND: That the incident complained of herein occurred within the City of New Rochelle, County of Westchester, and State of New York.

THIRD: That at all of the times hereinafter mentioned, the Defendant Sound Shore Medical Center is a corporation, duly organized and existing under the State of New York, and has a place of business in the City of New Rochelle, County of Westchester, State of New York.

FOURTH: That this claim is for injuries sustained in an slip and fall incident by the Plaintiff that took place inside the Sound Shore Medical Center, New Rochelle, New York on October 3, 2008.

FIFTH: That upon information and belief, the Plaintiff, recently recovering from surgery, was proceeding into her hospital room at Sound Shore Medical Center and slipped and fell on a negligently maintained floor at the Defendant Sound Shore Medical Center's Hospital.

SIXTH: That the Defendant SOUND SHORE MEDICAL CENTER created a hazardous condition through its hospital staff's waxing of its floor inside and outside of the Plaintiff's hospital room and failing to provide warning of the unsafe condition. As Plaintiff was proceeding into her hospital room, she slipped and fell on the floor.

SEVENTH: That the accident and the injuries resulting to the Plaintiff therefrom were caused solely by the negligence of the Defendant.

EIGHTH: That by reason of the negligence of the Defendant, the Plaintiff suffered injuries that include, but are not limited to injuries to her foot, back, right knee, and right ankle. Immediately after the plaintiff slipped and fell the Plaintiff experienced bruises, soreness, pain, dizziness, and shock. As a result of the injury the Plaintiff had to wear a foot brace and has an antalgic gait, a limp.

NINTH: That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, plaintiff demands judgment against the defendant together with the cost and disbursements of this action.

Dated: New Rochelle, New York
September 15, 2011

Yours, etc.

Rice & Rice, ESQS.
Attorneys for Plaintiff
Rhonda Metz
270 North Ave. Suite 202
New Rochelle, NY 10801
(914) 633-9200

To: Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

PRESS FIRMLY TO SEAL

UNITED STATES POSTAL SERVICE

U.S. POSTAGE PAID NEW ROCHELLE, NY 10801 JAN 29, 14 AMOUNT $19.99 0006112-11

1007

EK 039036139 US

UNITED STATES POSTAL SERVICE® | PRIORITY ★ MAIL ★ EXPRESS™

SE

Post Office To Addressee

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (914) 633-9200

Rice & Rice Attorneys at Law
270 North Avenue Suite 207
New Rochelle, New York 10801

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No.	Federal Agency Acct. No. or Postal Service™ Acct. No.

DELIVERY OPTIONS (Customer Use Only)

☐ SIGNATURE REQUIRED

Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability

TO: (PLEASE PRINT) PHONE ( )

Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A,
Dublin, OH 43017

ZIP + 4® (U.S. ADDRESSES ONLY)

ORIGIN (POSTAL SERVICE USE ONLY)

☒ 1-Day ☐ 2-Day ☐ Military ☐ DPC

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage
10802	01/31/14	$ 19.99

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
01/29/14	3pm ☐ AM ☐ PM	$	$

Time Accepted		Return Receipt Fee
4:30 ☐ AM ☒ PM	☐ Loss Guarantee Only	$

Weight		Total Postage & Fees
☐ Flat Rate	☐ Live Shipment	$ 19.99
9 lbs ozs	☐ Sunday/Holiday Premium	Acceptance Employee Initials

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	

☐ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
☐ $100.00 insurance included.

LABEL 11-B, JULY 2013 PSN 7690-02-000-9996 1-ORIGIN POST OFFICE COPY

* Money Back Guarantee to U.S., select APO/FPO/DPO, and select International destinations. See DMM and IMM at pe.usps.com for complete details.

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.

Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 11) Pg 16 of 16

13-22840-rdd Doc 115-13

ly 2013 OD: 12.5 x 9.5

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840
☒ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Name of Creditor (the person or other entity to whom the Debtor owes money or property): MICHAEL ANTHONY CONTRACTIN

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:

MICHAEL ANTHONY CONTRACTIN
ATTN: PRESIDENT, MANAGING OR GENERAL AGENT
161 RAILROAD AVE
GARDEN CITY PARK, NY 11040-5016

Telephone number: (516) 746-4777 EXT 333
Email Address: mperna@4macc.com

Name and address where payment should be sent (if different from above):

Telephone number:
Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Your Claim is Scheduled As Follows:

THE GARDEN CITY GROUP, INC. SEP 4 2013

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed (May 29, 2013): $ 461,806.13

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

FILED - 80403
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

2. Basis for Claim: DEFAULT ON CONTRACT FOR CONSTRUCTION - AIA DOCUMENT A101 EXECUTED July 28, 2011
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):
0 1 1 5	_____ (See instruction #3a)	_____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $_____

Annual Interest Rate _____% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $_____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 461,806.13

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MICHAEL A. PERNA

Title: PRESIDENT / CEO

Company: MICHAEL ANTHONY CONTRACTING CORP.

(Signature) 8.30.2013 (Date)

Address and telephone number (if different from notice address above):

_____

_____

_____

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

01000555
SSM0202602931



MICHAEL ANTHONY CONTRACTIN
ATTN: PRESIDENT, MANAGING OR GENERAL AGENT
161 RAILROAD AVE
GARDEN CITY PARK, NY 11040-5016

13-22840-rdd Doc 1135-14 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 12) Pg 5 of 89

Sound Shore Medical Center of Westchester
Summary of Account for Michael Anthony Contracting Corp.

Original Contract Value:	**$ 587,152.00**
Change Orders:	**$ 56,998.11**
Total Contract Sum:	**$ 644,150.11**
Paid to Date:	**$ 182,343.98**
Net Amount Due	**$ 461,806.13**

Submitted Applications	Gross	Retention	Net Due	Paid	Balance Due	Status
Appl. #1 8/31/11	$ 174,826.66	$ 17,482.68	$ 157,343.98	$ 157,343.98	$ -	Paid in full
Appl. #2 9/30/11	$ 136,930.49	$ 13,693.04	$ 123,237.45	$ 25,000.00	$ 98,237.45	Partial payment
Appl. #3 10/30/11	$ 149,197.50	$ 14,919.76	$ 134,277.74	$ -	$ 134,277.74	Outstanding
Appl. #4 11/30/11	$ 110,712.43	$ (17,512.09)	$ 128,224.52	$ -	$ 128,224.52	Outstanding
Total Submitted Apps.	**$ 571,667.08**	**$ 28,583.39**	**$ 543,083.69**	**$ 182,343.98**	**$ 360,739.71**	**Net amount due submitted apps.**

Unsubmitted/Unapproved Applications	Gross	Retention	Net Due	Paid	Balance Due	Status
Appl. #5 12/31/11	$ 45,910.98	$ 2,295.51	$ 43,615.47	$ -	$ 43,615.47	Not approved by A/E because owner did not pay A/E. Therefore, owner would not accept submission
Appl. #6 To be billed	$ 26,572.05	$ (30,878.90)	$ 57,450.95	$ -	$ 57,450.95	Balance of contract not billed
Total Unsubmitted Apps.	**$ 72,483.03**	**$ (28,583.39)**	**$ 101,066.42**	**$ -**	**$ 101,066.42**	**Net amount due unsubmitted apps.**

Net Amount Due	**$ 644,150.11**	**$ -**	**$ 644,150.11**	**$ 182,343.98**	**$ 461,806.13**

Claims
Doc 1435-14 Filed 06/29/15 Entered 06/29/15 14:27:29 Main Document
(Part 12) Pg 6 of 69
13-22840-rdd

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550

PROJECT: Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue
Mount Vernon, NY 10550

APPLICATION NO: 5

Distribution to:
[X] OWNER
[ ] ARCHITECT

PERIOD TO: December 31, 2011

FROM CONTRACTOR:
Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City, NY 11040

VIA ARCHITECT: George R. Restivo, AIA NCARB
Cannon Design
360 Madison Avenue
New York, NY 10017

MACC PROJECT NO: 11146

CONTRACT DATE: June 6th, 2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 587,152.00
2. Net change by Change Orders		$ 56,998.11
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 644,150.11
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 617,578.06
RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$ 30,878.90	
b. 0.00 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 30,878.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 586,699.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 543,083.73
8. CURRENT PAYMENT DUE		$ 43,615.43
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 57,450.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month	$ 56,998.11	$ -
TOTALS	$ 56,998.11	$ -
NET CHANGES by Change Order	$ 56,998.11	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Michael Anthony Contracting Corp.

By: _____ Date: January 5, 2012
Anthony M. Pafundi, Controller

State of: New York County of: Nassau
Subscribed and sworn to before me this 5th day of January 2012
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accord ... and the data
comprisi ... st of the
Architec ... dicated,
the quali ... he Contractor
is entitle ...

AMOUN ...

(Attach ... tial all figures on this
Applicat ... h the amount certified.)
ARCHIT ...

By: ... Date: ...

This Cer ... nly to the
Contract ... without
prejudic ...

ARCHITECT would not sign off, was unpaid by Hospital, so would not do any add'l work!

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

MSKCC - Housing & Parking
Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue

APPLICATION NO: 5
APPLICATION DATE: 1/5/2012
PERIOD TO: 12/31/2011
MACC PROJECT NO: 11146

A	B	C	D	E	F	G			I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	SCHEDULE OF VALUES								
1	General Conditions	$ 62,716.00	$ 56,444.40	$ 3,135.80	$ -	$ 59,580.20	95.00%	$ 3,135.80	$ 2,979.01
2	Site Construction	$ 40,875.00	$ 36,787.50	$ 2,043.75	$ -	$ 38,831.25	95.00%	$ 2,043.75	$ 1,941.56
3	Demolition	$ 22,023.00	$ 22,023.00	$ -	$ -	$ 22,023.00	100.00%	$ -	$ 1,101.15
4	Millwork	$ 20,790.00	$ 13,513.50	$ 7,276.50	$ -	$ 20,790.00	100.00%	$ -	$ 1,039.50
5	Doors, Frames and Hardware	$ 11,275.00	$ 11,275.00	$ -	$ -	$ 11,275.00	100.00%	$ -	$ 563.75
6	Glass & Glazing	$ 685.00	$ 342.50	$ 342.50	$ -	$ 685.00	100.00%	$ -	$ 34.25
7	Drywall	$ 26,021.00	$ 24,719.95	$ 1,301.05	$ -	$ 26,021.00	100.00%	$ -	$ 1,301.05
8	Ceilings	$ 29,967.00	$ 28,468.65	$ 1,498.35	$ -	$ 29,967.00	100.00%	$ -	$ 1,498.35
9	Ceramic Tile	$ 18,000.00	$ 17,100.00	$ 900.00	$ -	$ 18,000.00	100.00%	$ -	$ 900.00
10	VCT/Sheet Vinyl	$ 12,900.00	$ 11,610.00	$ 1,290.00	$ -	$ 12,900.00	100.00%	$ -	$ 645.00
11	Painting	$ 10,961.00	$ 2,740.25	$ 7,672.70	$ -	$ 10,412.95	95.00%	$ 548.05	$ 520.65
12	Kitchen Equipment	$ 2,405.00	$ 2,405.00	$ -	$ -	$ 2,405.00	100.00%	$ -	$ 120.25
13	Specialties	$ 9,000.00	$ 9,000.00	$ -	$ -	$ 9,000.00	100.00%	$ -	$ 450.00
14	Lockers	$ 7,550.00	$ 6,040.00	$ 1,510.00	$ -	$ 7,550.00	100.00%	$ -	$ 377.50
15	Toilet Accessories	$ 1,820.00	$ 910.00	$ 728.00	$ -	$ 1,638.00	90.00%	$ 182.00	$ 81.90
16	Wall Protection	$ 4,480.00	$ 4,480.00	$ -	$ -	$ 4,480.00	100.00%	$ -	$ 224.00
17	Cubicle Curtain Track	$ 4,295.00	$ 2,147.50	$ 2,147.50	$ -	$ 4,295.00	100.00%	$ -	$ 214.75
18	Plumbing	$ 88,200.00	$ 83,790.00	$ -	$ -	$ 83,790.00	95.00%	$ 4,410.00	$ 4,189.50
19	Sprinklers	$ 7,990.00	$ 1,997.50	$ -	$ -	$ 1,997.50	25.00%	$ 5,992.50	$ 99.88
20	HVAC	$ 25,502.00	$ 24,226.90	$ -	$ -	$ 24,226.90	95.00%	$ 1,275.10	$ 1,211.35
21	Electrical	$ 143,391.00	$ 136,221.45	$ -	$ -	$ 136,221.45	95.00%	$ 7,169.55	$ 6,811.07
22	Insurance	$ 8,697.00	$ 7,827.30	$ 434.85	$ -	$ 8,262.15	95.00%	$ 434.85	$ 413.11
23	Overhead & Profit	$ 27,609.00	$ 24,848.10	$ 1,380.45	$ -	$ 26,228.55	95.00%	$ 1,380.45	$ 1,311.43
33	Change Order # 1	$ 56,998.11	$ 42,748.58	$ 14,249.53	$ -	$ 56,998.11	100.00%	$ -	$ 2,849.91
	GRAND TOTALS	**$ 644,150.11**	**$ 571,667.08**	**$ 45,910.98**	**$ -**	**$ 617,578.06**	**95.87%**	**$ 26,572.05**	**$ 30,878.90**

Claim 6
Entered 06/29/15 14:27:20
Filed 06/29/15 Doc 135-14 Pg 7 of 89
(Part 12)
13-22840-rdd

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

13-22840-rdd Doc 1135-14 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 12) Pg 8 of 89

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550

PROJECT: Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue
Mount Vernon, NY 10550

APPLICATION NO: 4

Distribution to:
[X] OWNER
[ ] ARCHITECT

PERIOD TO: November 30, 2011

FROM CONTRACTOR:
Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City, NY 11040

VIA ARCHITECT: George R. Restivo, AIA NCARB
Cannon Design
360 Madison Avenue
New York, NY 10017

MACC PROJECT NO: 11146

CONTRACT DATE: June 6th, 2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 644,150.11
2. Net change by Change Orders		$ 56,998.11
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 701,148.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 571,667.08
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$ 28,583.35	
b. 0.00 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 28,583.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 543,083.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 414,859.19
8. CURRENT PAYMENT DUE		$ 128,224.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 158,064.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month	$ 56,998.11	$ -
TOTALS	$ 56,998.11	$ -
NET CHANGES by Change Order	$ 56,998.11	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Michael Anthony Contracting Corp.

By: _____ Date: December 8, 2011
Anthony M. Pafundi, Controller

State of: New York County of: Nassau
Subscribed and sworn to before me this 8th day of December 2011
Notary Public:
My Commission expires:

BRIDGET A GUNTHNER
Notary Public - State of New York
NO. 01GU6155350
Qualified in Suffolk County
My Commission Expires 11/13/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 128,224.54

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 12/13/11

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

13-22840-rdd Doc 1135-14 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 12) Pg 9 of 89

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

MSKCC - Housing & Parking
Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue

APPLICATION NO: 4
APPLICATION DATE: 12/5/2011
PERIOD TO: 11/30/2011
MACC PROJECT NO: 11146

A	B	C	D	E	F	G			I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	SCHEDULE OF VALUES								
1	General Conditions	$ 62,716.00	$ 50,172.80	$ 6,271.60	$ -	$ 56,444.40	90.00%	$ 6,271.60	$ 2,822.22
2	Site Construction	$ 40,875.00	$ 32,700.00	$ 4,087.50	$ -	$ 36,787.50	90.00%	$ 4,087.50	$ 1,839.38
3	Demolition	$ 22,023.00	$ 22,023.00	$ -	$ -	$ 22,023.00	100.00%	$ -	$ 1,101.15
4	Millwork	$ 20,790.00	$ 13,513.50	$ -	$ -	$ 13,513.50	65.00%	$ 7,276.50	$ 675.68
5	Doors, Frames and Hardware	$ 11,275.00	$ 11,275.00	$ -	$ -	$ 11,275.00	100.00%	$ -	$ 563.75
6	Glass & Glazing	$ 685.00	$ -	$ 342.50	$ -	$ 342.50	50.00%	$ 342.50	$ 17.13
7	Drywall	$ 26,021.00	$ 22,117.85	$ 2,602.10	$ -	$ 24,719.95	95.00%	$ 1,301.05	$ 1,236.00
7	Ceilings	$ 29,967.00	$ 25,471.95	$ 2,996.70	$ -	$ 28,468.65	95.00%	$ 1,498.35	$ 1,423.43
8	Ceramic Tile	$ 18,000.00	$ 9,000.00	$ 8,100.00	$ -	$ 17,100.00	95.00%	$ 900.00	$ 855.00
9	VCT/Sheet Vinyl	$ 12,900.00	$ 6,450.00	$ 5,160.00	$ -	$ 11,610.00	90.00%	$ 1,290.00	$ 580.50
10	Painting	$ 10,961.00	$ -	$ 2,740.25	$ -	$ 2,740.25	25.00%	$ 8,220.75	$ 137.01
11	Kitchen Equipment	$ 2,405.00	$ 2,405.00	$ -	$ -	$ 2,405.00	100.00%	$ -	$ 120.25
12	Specialties	$ 9,000.00	$ 4,500.00	$ 4,500.00	$ -	$ 9,000.00	100.00%	$ -	$ 450.00
13	Lockers	$ 7,550.00	$ 3,775.00	$ 2,265.00	$ -	$ 6,040.00	80.00%	$ 1,510.00	$ 302.00
14	Toilet Accessories	$ 1,820.00	$ -	$ 910.00	$ -	$ 910.00	50.00%	$ 910.00	$ 45.50
15	Wall Protection	$ 4,480.00	$ 4,480.00	$ -	$ -	$ 4,480.00	100.00%	$ -	$ 224.00
16	Cubicle Curtain Track	$ 4,295.00	$ 2,147.50	$ -	$ -	$ 2,147.50	50.00%	$ 2,147.50	$ 107.38
17	Plumbing	$ 88,200.00	$ 74,970.00	$ 8,820.00	$ -	$ 83,790.00	95.00%	$ 4,410.00	$ 4,189.50
18	Sprinklers	$ 7,990.00	$ 799.00	$ 1,198.50	$ -	$ 1,997.50	25.00%	$ 5,992.50	$ 99.88
19	HVAC	$ 25,502.00	$ 24,226.90	$ -	$ -	$ 24,226.90	95.00%	$ 1,275.10	$ 1,211.35
20	Electrical	$ 143,391.00	$ 121,882.35	$ 14,339.10	$ -	$ 136,221.45	95.00%	$ 7,169.55	$ 6,811.07
21	Insurance	$ 8,697.00	$ 6,957.60	$ 869.70	$ -	$ 7,827.30	90.00%	$ 869.70	$ 391.37
22	Overhead & Profit	$ 27,609.00	$ 22,087.20	$ 2,760.90	$ -	$ 24,848.10	90.00%	$ 2,760.90	$ 1,242.41
23	Change Order # 1	$ 56,998.11	$ -	$ 42,748.58	$ -	$ 42,748.58	75.00%	$ 14,249.53	$ 2,137.43
	GRAND TOTALS	**$ 644,150.11**	**$ 460,954.65**	**$ 110,712.43**	**$ -**	**$ 571,667.08**	**88.75%**	**$ 72,483.03**	**$ 28,583.35**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

Claims
Doc 1135-14 Filed 06/29/15 Entered 06/29/15 14:27:20 Desc Exhibit 9 (Part 12) Pg 9 of 9
13-22840-rdd

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550

PROJECT: Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue
Mount Vernon, NY 10550

APPLICATION NO: 3

Distribution to:
[X] OWNER
[ ] ARCHITECT

PERIOD TO: October 31, 2011

FROM CONTRACTOR:
Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City, NY 11040

VIA ARCHITECT: George R. Restivo, AIA NCARB
Cannon Design
360 Madison Avenue
New York, NY 10017

MACC PROJECT NO: 11146

CONTRACT DATE: June 6th, 2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 587,152.00
2. Net change by Change Orders		$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 587,152.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 460,954.65
RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 46,095.47	
b. 0.00 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,095.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 414,859.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 280,581.44
8. CURRENT PAYMENT DUE		$ 134,277.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 172,292.82

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month		$ -
TOTALS	$ -	$ -
NET CHANGES by Change Order	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Michael Anthony Contracting Corp.

By: _____ Date: November 7, 2011
Anthony M. Pafundi, Controller

State of: New York County of: Nassau

Subscribed and sworn to before me this 7th day of November 2011

Notary Public:

My Commission expires:

BRIDGET A. GU...
Notary Public - State of New York
NO. 01GU61...350
Qualified In Suffolk County
My Commission Expires ...

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 134,277.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 12/6/11

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

MSKCC - Housing & Parking
Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue

APPLICATION NO: 3
APPLICATION DATE: 11/7/2011
PERIOD TO: 10/31/2011
MACC PROJECT NO: 1146

A	B	C	D	E	F	G			I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	SCHEDULE OF VALUES								
1	General Conditions	$ 62,716.00	$ 37,629.60	$ 12,543.20	$ -	$ 50,172.80	80.00%	$ 12,543.20	$ 5,017.28
2	Site Construction	$ 40,875.00	$ 24,525.00	$ 8,175.00	$ -	$ 32,700.00	80.00%	$ 8,175.00	$ 3,270.00
3	Demolition	$ 22,023.00	$ 22,023.00	$ -	$ -	$ 22,023.00	100.00%	$ -	$ 2,202.30
4	*Millwork*	$ 20,790.00	$ 2,079.00	$ 11,434.50	$ -	$ 13,513.50	65.00%	$ 7,276.50	$ 1,351.35
5	Doors, Frames and Hardware	$ 11,275.00	$ 1,127.50	$ 10,147.50	$ -	$ 11,275.00	100.00%	$ -	$ 1,127.50
6	Glass & Glazing	$ 685.00	$ -	$ -	$ -	$ -	0.00%	$ 685.00	$ -
7	Drywall	$ 26,021.00	$ 22,117.85	$ -	$ -	$ 22,117.85	85.00%	$ 3,903.15	$ 2,211.79
8	Ceilings	$ 29,967.00	$ 11,986.80	$ 13,485.15	$ -	$ 25,471.95	85.00%	$ 4,495.05	$ 2,547.20
9	Ceramic Tile	$ 18,000.00	$ -	$ 9,000.00	$ -	$ 9,000.00	50.00%	$ 9,000.00	$ 900.00
10	VCT/Sheet Vinyl	$ 12,900.00	$ 1,290.00	$ 5,160.00	$ -	$ 6,450.00	50.00%	$ 6,450.00	$ 645.00
11	Painting	$ 10,961.00	$ -	$ -	$ -	$ -	0.00%	$ 10,961.00	$ -
12	Kitchen Equipment	$ 2,405.00	$ 2,405.00	$ -	$ -	$ 2,405.00	100.00%	$ -	$ 240.50
13	Specialties	$ 9,000.00	$ 4,500.00	$ -	$ -	$ 4,500.00	50.00%	$ 4,500.00	$ 450.00
14	Lockers	$ 7,550.00	$ 755.00	$ 3,020.00	$ -	$ 3,775.00	50.00%	$ 3,775.00	$ 377.50
15	Toilet Accessories	$ 1,820.00	$ -	$ -	$ -	$ -	0.00%	$ 1,820.00	$ -
16	Wall Protection	$ 4,480.00	$ 4,480.00	$ -	$ -	$ 4,480.00	100.00%	$ -	$ 448.00
17	Cubicle Curtain Track	$ 4,295.00	$ -	$ 2,147.50	$ -	$ 2,147.50	50.00%	$ 2,147.50	$ 214.75
18	Plumbing	$ 88,200.00	$ 52,920.00	$ 22,050.00	$ -	$ 74,970.00	85.00%	$ 13,230.00	$ 7,497.00
19	Sprinklers	$ 7,990.00	$ 799.00	$ -	$ -	$ 799.00	10.00%	$ 7,191.00	$ 79.90
20	*HVAC*	$ 25,502.00	$ 15,301.20	$ 8,925.70	$ -	$ 24,226.90	95.00%	$ 1,275.10	$ 2,422.69
21	Electrical	$ 143,391.00	$ 86,034.60	$ 35,847.75	$ -	$ 121,882.35	85.00%	$ 21,508.65	$ 12,188.24
22	Insurance	$ 8,697.00	$ 5,218.20	$ 1,739.40	$ -	$ 6,957.60	80.00%	$ 1,739.40	$ 695.76
23	*Overhead & Profit*	$ 27,609.00	$ 16,565.40	$ 5,521.80	$ -	$ 22,087.20	80.00%	$ 5,521.80	$ 2,208.72
	GRAND TOTALS	**$ 587,152.00**	**$ 311,757.15**	**$ 149,197.50**	**$ -**	**$ 460,954.65**	**78.51%**	**$ 126,197.35**	**$ 46,095.47**

Claims
Entered 06/29/15 14:27:20 Pg 11 of 89
Filed 06/29/15 (Part 12)
Doc 1135-14
13-22840-rdd

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

PARTIAL WAIVER OF LIEN

WHEREAS, the undersigned is a subcontractor, material man, or other person furnishing or to furnish services or labor or materials as indicated under its signature upon real estate owned by Memorial Sloan-Kettering Cancer Center or its Designate, State of New York (hereinafter referred to as "Owner") and described as follows:

The Mount Vernon Hospital
Medical Surgical Unit Sound Shore Med. Center
12 North Seventh Ave, Mt Vernon, NY 10550 Project Number: 11146
County of Westchester, State of New York

Receipt is acknowledged of:
One Hundred Thirty Four Thousand Two Hundred Seventy Seven Dollars and 75/100

This payment brings the total paid to date against our contract to:
Four Hundred Fourteen Thousand Eight Hundred Fifty Nine Dollars and 19/100

for labor and materials furnished and installed by the undersigned at the above referenced job, for which the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any claims relating to this job.

The outstanding amount under our contract for Labor and/or Materials to be furnishes hereinafter in performance of the job is:
One Hundred Seventy Two Thousand Two Hundred Ninety Two Dollars and 82/100

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials at the above premise to date on our behalf.

In addition, the undersigned warrants: (a) that any claims for payment for work done or lien filed by any of our material suppliers and subcontractors who performed work or supplied material furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned and will not be assigned; and (b) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Partial Release and Waiver of Lien this 7th day of November, 2011.

Company Name & Address: Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City, NY 11040

Sworn to before me this

7th day of November 2011

Company Officer Name: Anthony Pafundi

Signature: _____

Company Officer Title: Controller

(Notary)

BRIDGET A GUNTHNER
Notary Public - State of New York
NO. 01GU6155350
Qualified in Suffolk County
My Commission Expires 11/13/13

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Claims
Filed 06/29/15 Entered 06/29/15 14:27:20 Doc 1135-14 (Part 12) Pg 8 of 9
13-22840-rdd

TO OWNER: The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550

PROJECT: Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue
Mount Vernon, NY 10550

APPLICATION NO: 2

Distribution to:
[X] OWNER
[ ] ARCHITECT

PERIOD TO: September 30, 2011

FROM CONTRACTOR:
Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City, NY 11040

VIA ARCHITECT: George R. Restivo, AIA NCARB
Cannon Design
360 Madison Avenue
New York, NY 10017

MACC PROJECT NO: 11146

CONTRACT DATE: June 6th, 2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 587,152.00
2. Net change by Change Orders		$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 587,152.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 311,757.15
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 31,175.72	
b. 0.00 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 31,175.72
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 280,581.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 157,343.99
8. CURRENT PAYMENT DUE		$ **123,237.45**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 306,570.57

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month		$ -
TOTALS	$ -	$ -
NET CHANGES by Change Order	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Michael Anthony Contracting Corp.

By: _____ Date: October 3, 2011
Anthony M. Pafundi, Controller
State of: New York County of: Nassau
Subscribed and sworn to before me this 3rd day of October 2011
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

MSKCC - Housing & Parking
Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue

APPLICATION NO: 2
APPLICATION DATE: 10/3/2011
PERIOD TO: 9/30/2011
MACC PROJECT NO: 11146

A	B	C	D	E	F	G			I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	SCHEDULE OF VALUES								
	General Conditions	$ 62,716.00	$ 23,832.08	$ 13,797.52	$ -	$ 37,629.60	60.00%	$ 25,086.40	$ 3,762.96
	Site Construction	$ 40,875.00	$ 15,532.50	$ 8,992.50	$ -	$ 24,525.00	60.00%	$ 16,350.00	$ 2,452.50
	Demolition	$ 22,023.00	$ 22,023.00	$ -	$ -	$ 22,023.00	100.00%	$ -	$ 2,202.30
	Millwork	$ 20,790.00	$ 2,079.00	$ -	$ -	$ 2,079.00	10.00%	$ 18,711.00	$ 207.90
	Doors, Frames and Hardware	$ 11,275.00	$ 1,127.50	$ -	$ -	$ 1,127.50	10.00%	$ 10,147.50	$ 112.75
6	Glass & Glazing	$ 685.00	$ -	$ -	$ -	$ -	0.00%	$ 685.00	$ -
	Drywall	$ 26,021.00	$ 19,515.75	$ 2,602.10	$ -	$ 22,117.85	85.00%	$ 3,903.15	$ 2,211.79
	Ceilings	$ 29,967.00	$ -	$ 11,986.80	$ -	$ 11,986.80	40.00%	$ 17,980.20	$ 1,198.68
	Ceramic Tile	$ 18,000.00	$ -	$ -	$ -	$ -	0.00%	$ 18,000.00	$ -
	VCT/Sheet Vinyl	$ 12,900.00	$ 1,290.00	$ -	$ -	$ 1,290.00	10.00%	$ 11,610.00	$ 129.00
	Painting	$ 10,961.00	$ -	$ -	$ -	$ -	0.00%	$ 10,961.00	$ -
	Kitchen Equipment	$ 2,405.00	$ -	$ 2,405.00	$ -	$ 2,405.00	100.00%	$ -	$ 240.50
12	Specialties	$ 9,000.00	$ -	$ 4,500.00	$ -	$ 4,500.00	50.00%	$ 4,500.00	$ 450.00
	Lockers	$ 7,550.00	$ -	$ 755.00	$ -	$ 755.00	10.00%	$ 6,795.00	$ 75.50
	Toilet Accessories	$ 1,820.00	$ -	$ -	$ -	$ -	0.00%	$ 1,820.00	$ -
	Wall Protection	$ 4,480.00	$ -	$ 4,480.00	$ -	$ 4,480.00	100.00%	$ -	$ 448.00
	Cubicle Curtain Track	$ 4,295.00	$ -	$ -	$ -	$ -	0.00%	$ 4,295.00	$ -
	Plumbing	$ 88,200.00	$ 26,460.00	$ 26,460.00	$ -	$ 52,920.00	60.00%	$ 35,280.00	$ 5,292.00
	Sprinklers	$ 7,990.00	$ 799.00	$ -	$ -	$ 799.00	10.00%	$ 7,191.00	$ 79.90
19	HVAC	$ 25,502.00	$ -	$ 15,301.20	$ -	$ 15,301.20	60.00%	$ 10,200.80	$ 1,530.12
20	Electrical	$ 143,391.00	$ 50,186.85	$ 35,847.75	$ -	$ 86,034.60	60.00%	$ 57,356.40	$ 8,603.46
21	Insurance	$ 8,697.00	$ 2,870.01	$ 2,348.19	$ -	$ 5,218.20	60.00%	$ 3,478.80	$ 521.82
22	Overhead & Profit	$ 27,609.00	$ 9,110.97	$ 7,454.43	$ -	$ 16,565.40	60.00%	$ 11,043.60	$ 1,656.54
	GRAND TOTALS	**$ 587,152.00**	**$ 174,826.66**	**$ 136,930.49**	**$ -**	**$ 311,757.15**	**53.10%**	**$ 275,394.85**	**$ 31,175.72**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Gains
Entered 06/29/15 14:27:00
Filed 06/29/15 Doc 115-14 Pg 14 of 89 (Part 12)
13-22840-rdd

#29-3

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Claims
Entered 06/29/15 14:27:20
Filed 06/29/15 Pg 15 of 89
(Part 12)
Doc 1135-14
13-22840-rdd

TO OWNER: The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550

PROJECT: Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue
Mount Vernon, NY 10550

APPLICATION NO: 1

Distribution to:
[X] OWNER
[ ] ARCHITECT

PERIOD TO: August 31, 2011

FROM CONTRACTOR:
Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City, NY 11040

VIA ARCHITECT: George R. Restive, AIA NCARB
Cannon Design
360 Madison Avenue
New York, NY 10017

MACC PROJECT NO: 11146

CONTRACT DATE: June 6th, 2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM			$ 587,152.00
2. Net change by Change Orders			$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 587,152.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 174,826.66
5. RETAINAGE:			
a. 10.00 % of Completed Work (Column D + E on G703)	$ 17,482.67		
b. 0.00 % of Stored Material (Column F on G703)	$ -		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 17,482.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 157,343.99
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			
8. CURRENT PAYMENT DUE			**$ 157,343.99**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 429,808.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month		$ -
TOTALS	$ -	$ -
NET CHANGES by Change Order	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Michael Anthony Contracting Corp.

By: _____ Date: September 9, 2011
Anthony M. Pafundi, Controller

State of: New York County of: Nassau
Subscribed and sworn to before me this 6th day of July 2011
Notary Public:
My Commission expires:

BRIDGET A GUNTHNER
Notary Public - State of New York
NO. 01GU6155350
Qualified in Suffolk County
My Commission Expires 11/13/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

MSKCC - Housing & Parking
Medical Surgical Unit
Sound Shore Medical Center
12 North Seventh Avenue

APPLICATION NO: 1
APPLICATION DATE: 09/09/2011
PERIOD TO: 08/31/2011
MACC PROJECT NO: 11146

Claims
13-22840-rdd Doc 1135-14 Filed 06/29/15 Entered 06/29/15 14:27:20 Pg 16 of 89
(Part 12) Pg 7

A	B	C	D	E	F	G			I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	SCHEDULE OF VALUES								
1	General Conditions	$ 62,716.00	$ -	$ 23,832.08	$ -	$ 23,832.08	38.00%	$ 38,883.92	$ 2,383.21
2	Site Construction	$ 40,875.00	$ -	$ 15,532.50	$ -	$ 15,532.50	38.00%	$ 25,342.50	$ 1,553.25
3	Demolition	$ 22,023.00	$ -	$ 22,023.00	$ -	$ 22,023.00	100.00%	$ -	$ 2,202.30
4	Millwork	$ 20,790.00	$ -	$ 2,079.00	$ -	$ 2,079.00	10.00%	$ 18,711.00	$ 207.90
5	Doors, Frames and Hardware	$ 11,275.00	$ -	$ 1,127.50	$ -	$ 1,127.50	10.00%	$ 10,147.50	$ 112.75
6	Glass & Glazing	$ 685.00	$ -	$ -	$ -	$ -	0.00%	$ 685.00	$ -
7	Drywall	$ 26,021.00	$ -	$ 19,515.75	$ -	$ 19,515.75	75.00%	$ 6,505.25	$ 1,951.58
8	Ceilings	$ 29,967.00	$ -	$ -	$ -	$ -	0.00%	$ 29,967.00	$ -
9	Ceramic Tile	$ 18,000.00	$ -	$ -	$ -	$ -	0.00%	$ 18,000.00	$ -
10	VCT/Sheet Vinyl	$ 12,900.00	$ -	$ 1,290.00	$ -	$ 1,290.00	10.00%	$ 11,610.00	$ 129.00
11	Painting	$ 10,961.00	$ -	$ -	$ -	$ -	0.00%	$ 10,961.00	$ -
11	Kitchen Equipment	$ 2,405.00	$ -	$ -	$ -	$ -	0.00%	$ 2,405.00	$ -
12	Specialties	$ 9,000.00	$ -	$ -	$ -	$ -	0.00%	$ 9,000.00	$ -
13	Lockers	$ 7,550.00	$ -	$ -	$ -	$ -	0.00%	$ 7,550.00	$ -
14	Toilet Accessories	$ 1,820.00	$ -	$ -	$ -	$ -	0.00%	$ 1,820.00	$ -
15	Wall Protection	$ 4,480.00	$ -	$ -	$ -	$ -	0.00%	$ 4,480.00	$ -
16	Cubicle Curtain Track	$ 4,295.00	$ -	$ -	$ -	$ -	0.00%	$ 4,295.00	$ -
17	Plumbing	$ 88,200.00	$ -	$ 26,460.00	$ -	$ 26,460.00	30.00%	$ 61,740.00	$ 2,646.00
18	Sprinklers	$ 7,990.00	$ -	$ 799.00	$ -	$ 799.00	10.00%	$ 7,191.00	$ 79.90
19	HVAC	$ 25,502.00	$ -	$ -	$ -	$ -	0.00%	$ 25,502.00	$ -
20	Electrical	$ 143,391.00	$ -	$ 50,186.85	$ -	$ 50,186.85	35.00%	$ 93,204.15	$ 5,018.69
21	Insurance	$ 8,697.00	$ -	$ 2,870.01	$ -	$ 2,870.01	33.00%	$ 5,826.99	$ 287.00
22	Overhead & Profit	$ 27,609.00	$ -	$ 9,110.97	$ -	$ 9,110.97	33.00%	$ 18,498.03	$ 911.10
	GRAND TOTALS	**$ 587,152.00**	**$ -**	**$ 174,826.66**	**$ -**	**$ 174,826.66**	**29.78%**	**$ 412,325.34**	**$ 17,482.67**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

THE MOUNT VERNON HOSPITAL

12 NORTH SEVENTH AVENUE
MOUNT VERNON, NEW YORK 10550
TEL: 914-361-6084 FAX: 914-664-7842
CELL 914-227-0532

November 22, 2011

Michael Anthony Contracting Corp.
Mr. John Ballo
Sr. Project Manager
161 Railroad Avenue
Garden City, New York 11040
Off 516-746-4777 ext. 350
Fax 516-746-8524
Email: jballo@4macc.com

Ref: ***Mount Vernon Hospital***
5th Floor Medical Surgical Unit
Map 165.61 Block 1084 Lot 9 Zone H
DOB Permit # BP-2409-2011
Copy of Fully Executed Contract

Dear Mr. Ballo:

I have attached a copy of the fully executed contract for your records.

Sincerely,

Richard A. Berges
Facility Administrator for
Construction & Design
Mount Vernon Hospital

cc: File

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 28th day of July in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, NY 10550
Telephone Number: 914-361-6084
Fax Number: 914-664-7842

and the Contractor:
(Name, legal status, address and other information)

Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City Park, NY 11040
Telephone Number: 516-746-4777
Fax Number: 516-746-8524

for the following Project:
(Name, location and detailed description)

Mt. Vernon Hospital - Medical Surgical Unit 5th Floor
12 North Seventh Avenue
Mount Vernon, NY 10550

The Architect:
(Name, legal status, address and other information)

George Restivo, Cannon Design
2170 Whitehaven Road
Grand Island, NY 14072
Telephone Number: 212-972-9800
Fax Number: 212-972-9191

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes:
(1517254483)

Init.

1

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Project Commencement – July 15, 2011

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than September 15,2011 (60) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

Init.

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Eighty-seven Thousand One Hundred Fifty-two Dollars and Zero Cents ($ 587,152.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init. /

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of TEN percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent (10 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon 50% completion of project, retainage shall be reduced to 5%.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init. AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

The Mount Vernon Hospital
Mr. Richard Berges
12 North Seventh Avenue
Mount Vernon, NY 10550

§ 8.4 The Contractor's representative:
(Name, address and other information)

John Stamoulis
161 Railroad Avenue
New Hyde Park, NY 11040
Telephone Number: 516-746-4777

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

Fax Number: 516-746-8524
Mobile Number: 347-326-4944
Email Address: jstamoulis@4macc.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Condtions to A201as Revised	Supplementary Conditions	Revised 06-16-2011	20

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Project Manual Dated 4/11/2011

(Table deleted)

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
A0001,A0002,A0003,A0101,A0201,A0601,A0701,A0801,A0802,A0803,A0804,A0901,A1001,A1002,A1201, D0101,D0201,D0401, D501,F0101,P0001,P0100,P0101,P0201,M0001,M0002,M0101,M0401,E001,E002,E003, E004,E101,E201 ALL DATED 4/8/2011

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
#1	4/29/2011	5
#2	5/16/2011	14

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init. /

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)
BONDS NOT REQUIRED	

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
John Spicer President/CEO	Michael A. Perna, President/CEO
(Printed name and title)	*(Printed name and title)*

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:43:42 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (946097477)

Init. /

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:38:33 on 10/12/2011.

PAGE 1

AGREEMENT made as of the 28th day of July in the year 2011

...

The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, NY 10550
Telephone Number: 914-361-6084
Fax Number: 914-664-7842

...

Michael Anthony Contracting Corp.
161 Railroad Avenue
Garden City Park, NY 11040
Telephone Number: 516-746-4777
Fax Number: 516-746-8524

...

Mt. Vernon Hospital - Medical Surgical Unit 5th Floor
12 North Seventh Avenue
Mount Vernon, NY 10550

...

George Restivo, Cannon Design
2170 Whitehaven Road
Grand Island, NY 14072
Telephone Number: 212-972-9800
Fax Number: 212-972-9191

PAGE 2

Project Commencement – July 15, 2011

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than September 15,2011 (60) days from the date of commencement, or as follows:

PAGE 3

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085 1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:42 on 10/12/2011 under Order No. 3596430085_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) Anthony M. Pafundi

Controller

(Title)

10-12-2011

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:43:42 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes:
(946097477)

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Eighty-seven Thousand One Hundred Fifty-two Dollars and Zero Cents ($ 587,152.00), subject to additions and deductions as provided in the Contract Documents.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

PAGE 4

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (~~ TEN percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent (10 %);

...

Upon 50% completion of project, retainage shall be reduced to 5%.

PAGE 5

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...

The Mount Vernon Hospital
Mr. Richard Berges
12 North Seventh Avenue
Mount Vernon, NY 10550

...

John Stamoulis
161 Railroad Avenue
New Hyde Park, NY 11040
Telephone Number: 516-746-4777
Fax Number: 516-746-8524
Mobile Number: 347-326-4944
Email Address: jstamoulis@4macc.com

PAGE 6

Supplementary Condtions to A201as Revised	Supplementary Conditions	Revised 06-16-2011	20

...

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085 1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

Project Manual Dated 4/11/2011

Section	Title	Date	Pages

...

A0001,A0002,A0003,A0101,A0201,A0601,A0701,A0801,A0802,A0803,A0804,A0901,A1001,A1002,A1201, D0101,D0201,D0401, D501,F0101,P0001,P0100,P0101,P0201,M0001,M0002,M0101,M0401,E001,E002,E003, E004,E101,E201 ALL DATED 4/8/2011

...

#1	4/29/2011	5
#2	5/16/2011	14

PAGE 7

BONDS NOT REQUIRED

...

John Spicer President/CEO

Michael A. Perna, President/CEO

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:33 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1517254483)

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Mt. Vernon Hospital - Medical Surgical Unit 5th Floor
12 North Seventh Avenue
Mount Vernon, NY 10550

THE OWNER:
(Name, legal status and address)
Mt. Vernon Hospital
12 North Seventh Avenue
Mount Vernon, NY 10550

THE ARCHITECT:
(Name, legal status and address)
George Restivo, Cannon Design
2170 Whitehaven Road
Grand Island, NY 14072

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Init.

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**
Building Permit
3.7.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Init.

Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3598430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, **3.12.10**, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, **10.2.8**, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:09:08 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes:
(1783385978)

Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3.7

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

Init. / AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085 1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3598430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

Init. / AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

Init. AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:08 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

Init. AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3598430085_1 which expires on 01/17/2012, and is not for resale.
User Notes:
(1783385978)

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:05 on 10/12/2011 under Order No.3598430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085 1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

BONDS NOT REQUIRED

(Paragraphs deleted)

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:08 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1968, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.

User Notes: (1783385978)

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.

User Notes: (1783385978)

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes:
(1783385978)

Additions and Deletions Report for AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:09:06 on 10/12/2011.

PAGE 1

Mt. Vernon Hospital - Medical Surgical Unit 5th Floor
12 North Seventh Avenue
Mount Vernon, NY 10550

...

(Name, legal status and address)
Mt. Vernon Hospital
12 North Seventh Avenue
Mount Vernon, NY 10550

...

George Restivo, Cannon Design
2170 Whitehaven Road
Grand Island, NY 14072

PAGE 31

BONDS NOT REQUIRED

~~**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**~~
~~**§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.**~~

~~**§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.**~~

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783365978)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:09:06 on 10/12/2011 under Order No. 3596430085_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) Anthony M. Fatuodi

Controller
(Title)

10/12/11
(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:09:06 on 10/12/2011 under Order No.3596430085_1 which expires on 01/17/2012, and is not for resale.
User Notes: (1783385978)

Medical Surgical Unit - 5th Floor, The Mount Vernon Hospital
The Sound Shore Medical Center of Westchester
Cannon Design Project No. 003158.04

SUPPLEMENTARY CONDITIONS

The following supplements modify, delete and/or add to the "General Conditions of the Contract for Construction", AIA Document A201-1997. Where any Article, Paragraph, Subparagraph or Clause in the General Conditions is supplemented by one of the following modifications, the provisions of such Article, Paragraph, Subparagraph, or Clause shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, Subparagraph or Clause in the General Conditions is amended, voided or superseded by any of the following modifications, the provisions of such Article, Paragraph, Subparagraph or Clause not so amended, voided or superseded shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

PARAGRAPH 1.1 BASIC DEFINITIONS

Add the following new subparagraphs: 1.1.8, 1.1.9, 1.1.10, 1.1.11 and 1.1.12:

"1.1.8 THE PRODUCTS

The Products are the new material, machinery, components, equipment, fixtures and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

1.1.9 TO FURNISH OR SUPPLY

To Furnish or Supply means to supply and deliver. unload, inspect for damage.

1.1.10 TO INSTALL

To Install means to unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.

1.1.11 TO PROVIDE

To Provide means to furnish or supply, plus install.

1.1.12 THE PROJECT MANUAL

The Project Manual is the volume or volumes usually assembled for the Work which includes the Bid Documents, Contract Documents, and Specifications."

Subparagraph 1.1.2: Insert the phrase "Except as provided in Article 3.18," prior to the sentence starting with "The Contract Documents shall" in line four.

PARAGRAPH 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following to Subparagraph 1.2.1:

"If the Agreement is a Guaranteed Maximum Price agreement, the words "Guaranteed Maximum Price" are substituted throughout A201 and these Supplementary General Conditions for the words "Contract Sum". Any reference to costs to be borne by the Contractor (or Work to be carried out at the Contractor's expense) shall be interpreted as stating that there shall be no adjustment of the Guaranteed Maximum Price as a result of such costs, and the Contractor shall

be entitled to reimbursement from the Owner on account of such costs only if and to the extent provided in the Agreement."

Add the following as new Subparagraphs 1.2.4, 1.2.5 and 1.2.6:

"1.2.4 The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the sections of the Specifications, and shall perform all Work reasonably inferable there from as being necessary to produce the indicated results.

1.2.5 It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice, upon completion of the Work. Items deemed missing from the Drawings and/or Specifications, but normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction, or to meet governing code requirements, shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect.

1.2.6 If the Contract Documents are not in concurrence regarding the quantity or quality of products, the Contractor shall request interpretation from the Architect. The Architect's interpretations shall be based on the following criteria:

.1 Specifications shall determine quality.
.2 Drawings shall determine quantity.
.3 Large scale details shall govern over smaller scale details."

PARAGRAPH 1.5 EXECUTION OF CONTRACT DOCUMENTS

Subparagraph 1.5.1: At the end of the subparagraph add: "A copy of the signed set shall be deposited with the Architect."

Subparagraph 1.5.2: At the end of the subparagraph add: "Included in the Contractor's observations shall be a review of accessibility and general character of the site or building(s), the extent of existing work within or adjacent to the site or building(s), and any other work being performed thereon at the time of submission of its bid."

PARAGRAPH 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Add the following subparagraph:

"1.6.2. Do not reproduce the Contract Documents, in whole or in part, for use as shop drawing backgrounds without the prior written consent of the Architect. If consent is given, the Architect shall determine the extent that the Contract Documents may be used in the preparation of shop drawings, as well as the fee that the Architect shall be paid by the Contractor for such use of copyrighted documents."

ARTICLE 2 – OWNER

PARAGRAPH 2.2 INFORMATION AND SERVICE REQUIRED OF THE OWNER

Subparagraph 2.2.5: Delete this subparagraph and replace with the following:

"2.2.5 The Contractor will be furnished, free of charge, one complete set of Contract Documents for execution of the work. All other copies of the Contract Documents, if required by the Contractor, will be furnished at the cost of reproduction."

PARAGRAPH 2.3 OWNER'S RIGHT TO STOP THE WORK

Add the following new subparagraph 2.3.2:

"2.3.2 The Facility Administrator has the right to stop the work or have workmen removed from the job at any time for, but not limited to, non-conformance to hospital policy, fire code violations, infection control violations, general safety or non-conformance with OSHA regulations."

PARAGRAPH 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Subparagraph 2.4.1: After the word "Contractor", in the forth line down insert "and the surety or sureties for the Performance and Payment Bonds given by the Contractor"

Subparagraph 2.4.1: In the eighth line down delete the words "Change Order" and replace with "Construction Change Directive". Delete the second sentence starting from the bottom.

ARTICLE 3 – CONTRACTOR

PARAGRAPH 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Subparagraph 3.2.2: Delete the entire second sentence and replace with the following:

"The Contractor, however, is deemed to be experienced with regard to the systems and construction requirements of the Work of his Contract. He is deemed to have anticipated the more expensive way of doing the Work, unless he sought and received a contradictory written interpretation, from the Architect, clarifying any errors, inconsistencies or omissions he may discover in the Contract Documents. Even if items are missing from the Drawings or Specifications, but are normally required for proper execution, function and completion of the Work and the Contractor begins fabrication or execution of the Work without requesting said interpretation from the Architect, no excuse will thereafter be entertained for failure to complete the Work within the cost limits of his Contract. Contractor's requests for information shall be in accordance with the following:

.1 The Contractor may submit Requests for Information (RFI's) to the Architect to help facilitate the Contractor's performance of the Contract. Prior to submitting each RFI, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

.2 Each RFI shall e-mailed (e-mail address will be provided) to Cannon's Construction Administration Department. RFI'S must be in an editable format. Attachments to the RFI are to be scanned and provided as part of the RFI. Each RFI is to be sequentially

numbered. Each RFI shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

.3 The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

.4 The Contractor shall maintain a log at the Project site that lists each sequentially numbered RFI. This log shall contain the Drawing reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.

.5 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to Contractor RFI's where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation."

Add new Subparagraphs 3.2.4 and 3.2.5 as follows:

"3.2.4 The Contractor shall give the Architect timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

3.2.5 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as provided in subparagraph 3.2.4. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense."

PARAGRAPH 3.4 LABOR AND MATERIALS

Delete subparagraph 3.4.2 and replace with the following:

"3.4.2 Substitutions may be proposed by the Contractor in accordance with the following:

.1 The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.
.2 When less than three (3) manufacturer's materials, products or equipment items are specified and the phrase "Or approved equal" OR "Equivalent to" is stated, requests for substitutions are permitted, but only when such requests are submitted at the time that Bids are received.
.3 Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved by the Architect and Owner.
.4 Each such request shall include the name of the material, product or equipment item for which substitution is requested and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
.5 A statement setting, forth any changes in other materials, products, equipment or other Work that incorporation of the substitution would require, shall be included.
.6 The burden of proof of the merit of the proposed substitution is upon the proposer.

.7 The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
.8 Additional substitution requests, during construction, will be considered only if substitution is caused by specified material, product or equipment's subsequent removal from, or unavailability in the market place and only at "no change" or "credit" to Contract amount.
.9 Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the Contractor making the substitution shall bear the cost of such conditions, including payment for services rendered by the Architect.

.1 redesign required for any of the Work.
.2 material or quantity changes for any of the Work.
.3 delays in any of the Work.
.4 requests for information generated due to substitutions."

PARAGRAPH 3.5 WARRANTY

Add new Subparagraphs 3.5.2 through 3.5.9 as follows:

"3.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

3.5.3 In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phase "or equal" is used after such name, the Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitute has been submitted by the Contractor and approved in writing by the Architect as provided in subparagraph 3.5.4.

3.5.4 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

3.5.5 In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide as sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

3.5.6 The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed

substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

3.5.7 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

3.5.8 The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

3.5.9 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions."

PARAGRAPH 3.6 TAXES

Paragraph 3.6.1: Delete in its entirety and replace with the following:

"3.6.1 The Owner is exempt from payment of sales and compensating use taxes of the State of New York and the cities and counties therein, in accordance with all applicable state laws and regulations. These taxes are not to be included in bids.

.1 Exception: Plumbing and Drainage Contractor/Subcontractor to obtain and pay for all necessary connection taxes and other service charges required by local sewer or water authorities to complete plumbing systems."

PARAGRAPH 3.9 SUPERINTENDENT

Subparagraph 3.9.1: In the second line after the word "site" add "full time". Also in the second line after the word "Work", add the following:

"...until the date of substantial completion, and for such time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested in writing by the Owner, and shall replace him with a competent person reasonably acceptable to Owner."

Add new Subparagraph 3.9.2 as follows:

"3.9.2 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials."

PARAGRAPH 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

Subparagraph 3.10.1: Delete this subparagraph and replace with the following:

"3.10.1 Refer to Division 01 Section "Construction Progress Documentation."

PARAGRAPH 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Subparagraph 3.11.1: Add the following to end of this subparagraph:

"Division 01 Section "Project Record Documents" is hereby made a part of this paragraph."

PARAGRAPH 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Replace Subparagraph 3.12.7 with the following:

"3.12.7 The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate."

Under Subparagraph 3.12.10, modify as follows:

In the seventh line from the bottom of the subparagraph starting with the word "provided," delete the rest of the sentence. Delete the last sentence of the subparagraph.

Refer to Section 01340 Submittals for additional requirements.

PARAGRAPH 3.13 USE OF SITE

Add the following subparagraph:

"3.13.2 The Contractor shall coordinate all of the Contractor's operations with, and secure approval from the Owner before using any portion of the site."

PARAGRAPH 3.14 CUTTING AND PATCHING OF WORK

Add the following subparagraph:

"3.14.3 Refer to Division 01 Section "Cutting and Patching" for additional cutting and patching requirements."

PARAGRAPH 3.15 CLEANING UP

Add the following subparagraph:

"3.15.3 Refer to Division 01 Sections "Execution" and "Closeout Procedures" for additional cleaning requirements."

PARAGRAPH 3.18 INDEMNIFICATION

Change the title of paragraph 3.18 to "INDEMNIFICATION AND COVENANT NOT TO SUE." In the fifth line after the words "but not limited to" insert the words "electronic computer anomalies in specified devises associated with the often called "Y2K" problem referred to in subparagraph 3.4.4." Delete the words "but only to the extent" in the eighth line of subparagraph 3.18.1.

Add new Subparagraphs 3.18.3 and 3.18.4 as follows:

"3.18.3 The obligations of the Contractor under this paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents or employees of any of them arising out of (1) the preparation of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) directions or instructions given by the Architect, the Architect's consultants

and agents or employees of any of them, provided such instructions or directions are the primary cause of the injury or damage.

3.18.4 The Owner and the Architect have acknowledged that nothing in the Architect's engagement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its Subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner and that, in performing such obligations, the Architect may increase the burdens and expense of the Contractor, its Subcontractors or the surety of any of them. Neither the Contractor, any Subcontractor, nor the surety of any of them shall bring any civil suit or other legal action against the Architect arising out of or in connection with the Project."

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

PARAGRAPH 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Subparagraph 4.2.6: Delete the period at the end of the last sentence and add "who are in contractual relationship with the Contractor."

Subparagraph 4.2.7: In the third line from the bottom delete the words "unless otherwise specifically stated by the Architect".

Subparagraph 4.2.10: At the end of subparagraph 4.2.10, add the following:

"If no such exhibit has been so incorporated, the duties, responsibilities, and limitations of authority of such Project Representative shall be as set forth in the edition of AIA Document B352 current as of the date of the Agreement."

PARAGRAPH 4.3 CLAIMS AND DISPUTES

Subparagraph 4.3.7: Delete the second sentence of clause 4.3.7.1 and substitute the following:

"The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the Architect with such documentation relating thereto as the Architect may reasonably require."

Delete clause 4.3.7.2 in its entirety.

Subparagraph 4.3.10: Insert the following at the end of this subparagraph: "The Contractor and Owner shall not seek to recover damages waived against each other under this subparagraph 4.3.10 from the Architect.

PARAGRAPH 4.6 ARBITRATION

Add a new subparagraph 4.6.7 as follows:

"4.6.7 Notwithstanding any provision contained in this paragraph 4.6 or elsewhere in the Contract Documents, the Owner reserves the following rights in connection with Claims and disputes between the Owner and the Contractor:

.1 The right to institute legal action against the Contractor in any court of competent jurisdiction in lieu of demanding arbitration pursuant to this paragraph 4.6, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;

.2 The right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the Contractor, provided that the application for such stay is made before the appointment of the neutral arbitrator in such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such court, and not by arbitration;

.3 The right to require the Contractor to join as a party in any arbitration between the Owner and the Architect relating to the Project, in which case the Contractor agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

.4 In case the Owner elects to proceed in accordance with 4.6.7.1 or 4.6.7.2 above, the word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents."

ARTICLE 5 - SUBCONTRACTORS

PARAGRAPH 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Add new subparagraph 5.2.5 as follows:

"5.2.5 The form of each subcontract shall be submitted to the Owner for its approval, which shall not be unreasonably withheld or delayed. Each subcontract shall expressly provide for the contingent assignment referred to in subparagraph 5.4.1."

PARAGRAPH 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete subparagraph 5.4.2 in its entirety.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

PARAGRAPH 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete subparagraph 6.1.4 in its entirety.

Add the following at the end of subparagraph 6.2.4:

"If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred."

ARTICLE 7 CHANGES IN THE WORK

PARAGRAPH 7.2 CHANGE ORDERS

Delete Subparagraph 7.2.2.

Add the following new Subparagraph 7.2.2:

"7.2.2 Submit all Change Orders on AIA Form G701 with itemized breakdown reflecting labor and material in accordance with Owner's direction."

PARAGRAPH 7.3 CONSTRUCTION CHANGE DIRECTIVES

Delete Subparagraph 7.3.3 and replace the following new subparagraph 7.3.3:

"7.3.3 Upon request of the Owner or the Architect, the Contractor shall without cost to the Owner submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit such estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered."

Subparagraph 7.3.4: Insert the following new clauses as 7.3.4.1, 7.3.4.2, and 7.3.4.3:

7.3.4.1 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the Owner.

.1 By unit prices stated in the Contract Documents or otherwise mutually agreed upon.

.2 By Cost and Percentages estimated by the Contractor as provided in subparagraph 7.3.3 and accepted by the Owner; the Contractor's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change.

.3 By actual Cost determined after the Work covered by the change is completed, plus Percentage of 21% of costs if by GC's own forces, 10% of costs if GC uses Subcontractor.

.4 By submission to arbitration or a court, which shall determine the fair value of the Work covered by the change.

.5 As used in this paragraph, "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contract, Subcontractor, or Sub-subcontractor for performing the work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the site, insurance, bonds and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits or supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contract, Subcontractor or Sub-subcontractor. If the form of Agreement between the Owner and the Contractor is AIA A111 then, in lieu of the foregoing, Cost shall mean Costs to be Reimbursed under Article 7 of the Agreement excluding item 7.1.2; and each Subcontractor and Sub-subcontractor shall compute its costs as if it were the Contractor referred to in Article 7.

.6 "Percentage" shall mean an allowance to be added to or subtracted from the cost in lieu of overhead and profit and of any other expense, which is not included in the Cost of

the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 15% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 7 1/2% of any aggregate net increase in Cost of any Work performed for the Sub-subcontractor by other contractors. Percentage for a Subcontractor shall be such percentage allowances for overhead and profit as are set forth in the Subcontract between such Subcontractor and the Contractor. If the Agreement is based on AIA Document A111 then the Percentage for the Contractor, if any, shall be calculated pursuant to provisions of the Agreement; if the Agreement is based on AIA Document A101 then the Percentage for the Contractor shall be the percentage of any net increase or decrease of Cost of any Work performed by the Contractor's own forces plus percentage of any net increase or decrease in the cost for all other Work covered by the change as identified in the agreement.

.7 When in the reasonable judgment of the Architect a series of Construction Change Directives or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in cost, if any.

7.3.4.2 If the Owner elects to determine the Cost of the Work as provided in method (a) using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to subparagraph 7.1.4. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the Owner's option to require the Cost of any given change to be determined by one of the other methods stated in 7.3.4.1. If the Owner elects to determine the cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent work, the Contractor shall keep daily records, available at all times to the Architect for inspection, of the actual quantities of such work put in place, and delivery receipts or other adequate evidence, acceptable to the Architect, indicating the quantities of materials delivered to the site for use in such unit price work, and distinguishing such from other similar material delivered for use in work included in the base Contract Sum. If so required by the Architect, materials for use in unit price work shall be stored apart from all other materials on the Project.

7.3.4.3 If the Owner elects to determine the Cost of the Work as provided in methods (c) or (d) of subparagraph 7.3.4.2 or if the method of determining the cost has not been established before the work is begun, the Contractor shall keep detailed daily records of labor and materials costs applicable to the work."

Subparagraph 7.3.4.1: Renumber former subparagraph 7.3.4 as 7.3.5. In the last line, delete the words "Contract Sum or".

Subparagraph 7.3.5: Renumber former subparagraph 7.3.5 as 7.3.6.

Subparagraph 7.3.6, 7.3.7 and 7.3.9: Delete former subparagraphs 7.3.6, 7.3.7, and 7.3.9 in their entirety.

ARTICLE - 8 TIME

PARAGRAPH 8.2 PROGRESS AND COMPLETION

Delete subparagraph 8.2.2 in its entirety.

Add new subparagraphs 8.2.4 through 8.2.10 as follows:

"8.2.4 Within two weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the

first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

8.2.5 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.

8.2.6 If in any Application for Payment, the total value of the completed Work in place, as certified by the Architect, is less than 90 percent of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.

8.2.7 If each of three successive applications, as certified by the Architect, indicate that the actual Work completed is less than 90 percent of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted under paragraph 14.2.

8.2.8 If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted prorata.

8.2.9 If the Contractor fails to submit any Application for Payment in any month, the Architect shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect's knowledge.

8.2.10 Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law."

PARAGRAPH 8.3 DELAYS AND EXTENSIONS OF TIME

Subparagraph 8.3.1: In the fourth line of subparagraph 8.3.1, change "other causes beyond the Contractor's control" to read "other causes (except weather) beyond the Contractor's control". Delete the words "Change Order" in line six and substitute "Construction Change Directive."

Subparagraph 8.3.3: Delete Subparagraph 8.3.3 and replace with the following:

"8.3.3 No claim for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications or instructions or to return Shop Drawings or Samples until 15 days after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable."

Add new Subparagraphs 8.3.4 and 8.3.5 as follows:

"8.3.4 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

8.3.5 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will in their entirety.

ARTICLE 9 - PAYMENTS AND COMPLETION

PARAGRAPH 9.1 CONTRACT SUM

In Subparagraph 9.1.1, change "total" in line two to "maximum".

PARAGRAPH 9.2 SCHEDULE OF VALUES

Add at the end of the first sentence of subparagraph 9.2.1:

"...and shall be revised if later found by the Architect to be inaccurate."

PARAGRAPH 9.3 APPLICATIONS FOR PAYMENT

Delete the first twelve words of the first sentence of subparagraph 9.3.1 and substitute the following:

"At the time or times established in the Agreement . . ."

After the first sentence of subparagraph 9.3.1, add: "The format and number of copies of such Applications for Payment shall be as directed by the Architect."

Add the following to the end of subparagraph 9.3.1:

"Each item listed in the application for payment shall have a separate amount for labor and a separate amount for material and other costs."

Add the following to the end of Clause 9.3.1.1:

"...when such Construction Change Directives have set forth an adjustment to the Contract Sum."

Delete subparagraph 9.3.3 and replace with the following:

"9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances, hereinafter referred to in this Article 9 as "liens". The Contractor further agrees that the submission of any Application for Payment shall conclusively be deemed to waive all liens with respect to said Work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such Work."

Add new subparagraph 9.3.4 as follows:

"9.3.4 Each Application for Payment or periodic estimate requesting payment shall be accompanied at the owner's option by (1) a waiver of liens from each Subcontractor or (ii) a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner."

Medical Surgical Unit - 5th Floor, The Mount Vernon Hospital
The Sound Shore Medical Center of Westchester
Cannon Design Project No. 003158.04

PARAGRAPH 9.5 DECISIONS TO WITHHOLD CERTIFICATION

In Subparagraph 9.5.1 change the following:

"6. Delete the words "unpaid balance" in the second line and insert "retainage currently held by the Owner"

Add the following clauses 9.5.1.8 and 9.5.1.9:

".8 a lien or attachment is filed contrary to subparagraph 4.5.9; or

.9 failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition."

PARAGRAPH 9.6 PROGRESS PAYMENTS

Delete Subparagraph 9.6.3.

Modify Subparagraph 9.6.4 to read as follows:

"Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-subcontractor or material supplier."

Delete Subparagraph 9.6.5 and replace with the following:

"9.6.5 There shall be a retention of ten (10) percent on the estimated amounts, submitted by the Contractor for partial monthly payments until final completion and acceptance of all Work covered by the Contract. (Return of retention will be in accordance with the General Municipal Law). The Owner may any time after fifty (50) percent of the Work is in place and completed and if he finds that satisfactory progress is being made and with written consent of surety, recommend that any of the remaining partial payments be paid in full.

.1 The Owner reserves the right to reinstate the retention any time the Work falls behind the current Progress Schedule.

.2 Payments for Work under sub-contracts of Contractor(s) shall be subject to the above conditions applying to the prime contract(s)."

PARAGRAPH 9.8 SUBSTANTIAL COMPLETION

Add the following at the end of Subparagraph 9.8.1:

". . . and when only minor items can be corrected or completed without any material interference with the Owner's use of the Work remain to be corrected or completed".

Delete Subparagraph 9.8.2 and replace with the following:

"9.8.2 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with subparagraph 3.15.1, the Contractor shall prepare and submit to the Architect (1) a list of items to be completed or corrected prior to final payment; (2) all special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and (3) the permits and certificates referred to in subparagraph 13.5.4. The failure to

include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

PARAGRAPH 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following to end of Subparagraph 9.10.1:

"Refer to Division 01 Section "Closeout Procedures" for additional requirements."

Subparagraph 9.10.2: Delete the sentence in line thirteen starting "If a Subcontractor" and insert the following:

"If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor, as a condition of final payment and at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens."

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

PARAGRAPH 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Subparagraph 10.1.1: At the end of the subparagraph, add ", including compliance with 29 CFR 1910.132, 1910.133, and 1910.134, and for providing a safe workplace and complying with all codes, by-laws, rules and regulations applicable to the construction site."

PARAGRAPH 10.2 SAFETY OF PERSONS AND PROPERTY

Subparagraph 10.2.1:

In clause 10.2.1.2, delete the word "and" at the end of the subparagraph.

In clause 10.2.1.3, add the word "and" to the end of the subparagraph.

Add new clauses 10.2.1 as follows:

".4 any other property of the Owner, whether or not forming part of Work, located at the site or adjacent thereto in areas to which the Contractor has access.
.5 The work of the Owner or other separate contractors.
.6 Prior to commencement of the Work, the Contractor shall document existing conditions recording existing damage to construction or property at the site to remain and notify the Owner and Architect of same in writing."

Add the following to subparagraph 10.2.2:

"The Contractor agrees in working on Owner's premises, to comply with all applicable codes and safety regulations as they apply to the work and as set forth in the Occupational Safety and Health Act of 1970, as revised to date."

Replace subparagraph 10.2.5 with the following:

"10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in subparagraphs 10.2.1.2, 10.2.1.3 and 10.2.1.4. If the damage or loss is due in whole or in part to the Contractor's failure to take the precautions required by this paragraph 10.2, the Contractor shall, subject to any reimbursement to which the Contractor is entitled under property insurance required by the Contract Documents, bear the cost.

Medical Surgical Unit - 5th Floor, The Mount Vernon Hospital
The Sound Shore Medical Center of Westchester
Cannon Design Project No. 003158.04

Add new subparagraphs 10.2.8 through 10.2.11 as follows:

"10.2.8 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

10.2.9 The Contractor shall at all times protect excavations, trenches, buildings and materials, from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

10.2.10 The Contractor shall remove snow and ice which might result in damage or delay.

10.2.11 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents."

ARTICLE 11 - INSURANCE AND BONDS

PARAGRAPH 11.1 CONTRACTOR'S LIABILITY INSURANCE

In the first sentence of subparagraph 11.1.1 following the word "located" insert the words "rated "A" or better by A.M. Best."

Change subparagraph 11.1.2 to read as follows:

"The insurance required by subparagraph 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. A copy of the blanket additional insured endorsement should be attached. In the absence of such, endorsements must be furnished reflecting the inclusion of the interests of Owner, Architect, General Contractor, their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis."

In the second sentence of Subparagraph 11.1.3, add "or change" after the word "expire".

At the end of the second sentence, add the following after the word "Owner": "its designated representatives, and the Architect by certified mail, return receipt requested."

Medical Surgical Unit - 5th Floor, The Mount Vernon Hospital
The Sound Shore Medical Center of Westchester
Cannon Design Project No. 003158.04

Add the following after the second sentence of subparagraph 11.1.3;

"These certificates shall set forth evidence of all coverage required by 11.1.1 and 11.1.2. The form of certificate shall be AIA Document G715. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

Add new Paragraph 11.1.4 as follows:

"11.1.4 The limits of liability of the insurance required above shall be as follows:

.1 Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance. This includes sole proprietorships and officers of corporations who will be performing work on the job.
.2 Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less $10,000,000 $1,000,000 dollars per occurrence and in the aggregate of $10,000,000 $2,000,000 dollars. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

- .1 Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
- .2 Completed Operations/Products Liability shall be maintained for a minimum of 1 year after final payment and the Contractor shall continue to provide evidence of such coverage to Owner on an annual basis.
- .3 Broad Form Property Damage
- .4 Personal and Advertising Injury Liability (with exclusion "C" deleted.)
- .5 Independent Contractors
- .6 Endorsements must be furnished reflecting the inclusion of the interests of Owner, Architect, their officers, directors, partners, representatives, agents and employees and naming each as an Additional Insured on a primary basis.
- .7 Coverage is to be endorsed to reflect that insurance is to be primary with respect to any other insurance, for the Owner, Architect and all other parties required to be named as additional insured's.
- .8 A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Owner or Architect. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such.
- .9 If any contractor has a pollution exclusion on their General Liability Coverage (Or any other coverage) that contractor must provide and maintain at its expense a Pollution Liability Policy with a coverage limit of $1,000,000 (one million) issued to and covering the Liability of the Owner and Cannon Design on a primary basis.

.3 Excess Liability/Umbrella Form, $10,000,000 with first dollar defense coverage and retained limit equal to $10,000.00

.4 Commercial Automobile Liability Insurance covering the use of all Owner, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000.00) Dollars.

.5 Owner's Protective Liability Insurance: A separate policy of insurance naming the Owner and the Architect as the insureds. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect. Said separate policy shall be in the amounts of $5,000,000 per occurrence for bodily injury, and property damage and shall provide coverage for the Owner and the Architect, their agents, officers and

employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner or Architect, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the Contract.

.6 Prior to commencing the Work, the Owner shall supply the Contractor with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk/Installation Floater "All Risk" insurance protecting the Contractor, the Contractor's subcontractors and the Architect from losses resulting from, but not limited to, natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time that the total value of the work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insureds, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractors' equipment and any other property not a part or destined to become part of the project. The Owner should be advised of the amount, if any, of a deductive on the policy. In no case should the deductible amount exceed $5,000.00. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article.

.7 The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.

Add the new subparagraphs 11.1.5, 11.1.6 and 11.1.7:

"11.1.5 The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Contract

11.1.6 Any policies effected by the Contractor shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Architect and all other indemnities named in the Contract.

11.1.7 Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million ($1,000,000.00) Dollars per occurrence and in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor."

PARAGRAPH 11.4 PROPERTY INSURANCE

PROVIDED BY THE OWNER PER ARTICLE 11.4.

PARAGRAPH 11.5 PERFORMANCE BOND AND PAYMENT BOND BONDS NOT REQUIRED

Delete paragraph 11.5.1 in its entirety and substitute the following:

"11.5.1 Prior to execution of the Contract the successful bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder.

.1 Bonds shall be in the amount of one hundred percent of the contract amount.

.2 Bonds shall be prepared on AIA Document A312, Performance Bond and Labor and Material Payment Bond.
.3 Bonds shall include coverage of all obligations of the Contractor during the specified guarantee period.
.4 Surety company or companies must be licensed in the state where the project is located."

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

PARAGRAPH 12.2 CORRECTION OF WORK

Subparagraph 12.2.1: In the last line of clause 12.2.1.1, insert prior to the word "shall" the following: "and any cost, loss or damages to the Owner resulting from such failure or defect,"

Subparagraph 12.2.2: Add to the end of clause 12.2.2.1 "The Contractor shall advise the Owner, 60 days prior to the end of the one year period for correction of work, that sixty (60) days remain in the applicable warranty period."

ARTICLE 13 - MISCELLANEOUS PROVISIONS

PARAGRAPH 13.2 SUCCESSORS AND ASSIGNS

Add new Subparagraph 13.2.2 as follows:

"13.2.3 If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement including without limitation Claims under Article 12 or Claims which, under the terms of subparagraph 9.10.4, are reserved to the Owner after the making and acceptance of final payment, shall automatically transfer to such third party."

PARAGRAPH 13.5 TESTS AND INSPECTIONS

Change Subparagraph 13.5.4 to read as follows:

"The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work."

Delete Subparagraph 13.5.5

PARAGRAPH 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete Paragraph 13.7 in its entirety and replace with the following:

"13.7 LIMITATION OF LIABILITY

13.7.1 The Owner shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract."

Medical Surgical Unit - 5th Floor, The Mount Vernon Hospital
The Sound Shore Medical Center of Westchester
Cannon Design Project No. 003158.04

Add the following new Paragraph 13.8 to Article 13:

"13.8 EQUAL EMPLOYMENT OPPORTUNITY (EE0) REQUIREMENT

13.8.1 Mount Vernon Hospital is an EEO institution in accordance with all Federal and State Laws.

ARTICLE 14 - TERMINATION OF SUSPENSION OF THE CONTRACT

PARAGRAPH 14.1 TERMINATION BY THE CONTRACTOR

Subparagraph 14.1.1: Delete clause 14.1.1.4.

PARAGRAPH 14.2 TERMINATION BY THE OWNER FOR CAUSE

Change Paragraph 14.2 to read as follows:

"14.2 TERMINATION BY THE OWNER
If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Architect, or *otherwise is guilty of a substantial violation of any provision of the Contract, then the Contractor* shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project site, and all materials intended for the Work, wherever stored, and, seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all subcontracts pursuant to paragraph 5.4, and finish the Work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner on account of the Contractor's default, *including without limitation additional services and expenses of the Architect made necessary* thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages."

PARAGRAPH 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.3 in its entirety.

END OF SUPPLEMENTARY CONDITIONS

FROM:
MICHAEL A PERNA
(516) 746-4777
MICHAEL ANTHONY CONTRACTING
161 RAILROAD AVENUE
NEW HYDE PARK NY 11040

SHIP TO:
ET AL., C/O GCG, INC
SOUND SHORE MEDICAL OF WESTCHESTER
5151 BLAZER PARKWAY, SUITE A
DUBLIN OH 43017-5982

OH 432 9-30

UPS GROUND
TRACKING #: 1Z 0Y0 46Y 03 7509 8085

BILLING: P/P

WS 15.0.16 TOSHIBA Unive 42 0A 07/2013

Fold here and place in label pouch

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☑ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
MARY ELLEN NÉE

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. JAN - 9 2014

Name and Addresses Where Notices Should be Sent:
MARY ELLEN NÉE
10 SPRAGUE Rd
SCARSDALE NEW YORK 10583

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☑ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN):
I Retired 6/30/12 with a Retiree Benefit in place & it was ours until exhausted

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 10.000 NO/100 (Total) plus $10,000 NO/100 for Spouse.

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6 SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARY ELLEN NÉE
Title: Registered NURSE
Company: Sound Shore Medical Center
Address and telephone number (if different from notice address above):

Mary Ellen Nee (Signature) 1/6/14 (Date)

Telephone number: 914-723-2761 email: MARYELLENNEE@YAHOO.COM.

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01134
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

POMCO GROUP

MARYELLEN NEE

Sound Shore Medical Center Nurses

Eligibility Requirements for Regular Retiree Coverage

Regular Retirees are eligible for Medicare supplemental coverage and drugs/medicines with a $10,000 lifetime benefit maximum (Schedule C Benefits) or Hospital only coverage (Schedule B Benefits) when you meet the following requirements:

- Former Employees eligible for coverage and enrolled in the Health Plan the day prior to retirement.
- Retire from SSMC after meeting the 5 year vesting requirement under the SSMC or New York State Nurses Association Pension Plans.
- Age 65 or older and collecting a pension plan

Covered Expenses Part A Hospitalization

- **Inpatient Hospital:** Per Benefit Period, up to a maximum of 90 days, plan pays Part A deductible and the daily coinsurance
- **Medicare Lifetime Benefit Reserve:** After the benefit period has been exhausted, Plan pays the daily coinsurance for a maximum of 60
- **After Medicare Benefit period and Lifetime Benefit reserve is exhausted:** No Payment
- **Psychiatric Facility:** No Payment
- **Skilled Nursing Facility:** Days 1-20: No Payment
  Days 21 to 100: The daily Coinsurance.
  Beyond 100th day – No Payment.
- **Home Health Care:** Plan pays 20% of approved amount for the durable medical equipment under major medical expenses.
- **Hospice Care:** No Payment
- **Blood During Inpatient Stay:** Plan pays for first three pints. Additional pints no payment.

Covered Expenses Part B Major Medical

- **Deductible:** $100.00 per Calendar year
- **Plan Lifetime Maximum for Major Medical Expenses:** $10,000 per covered person for Retiree and Spouse age 65 or older.
- **Eligible Expenses:** After deductible, covered person pays the 20% Medicare coinsurance until these payments, including the Medicare deductible, equal $600 out-of-pocket per year ($800 family limit). After out of pocket is met, plan pays 100% of expenses covered but not paid by Medicare for the remainder of the Calendar Year not to exceed the Lifetime Benefit Maximum.

Drugs and Medicines

- Retirees: Retiree/Spouse, age 65 or older – After deductible, plan pays 80% of allowable fees, Participant pays balance.

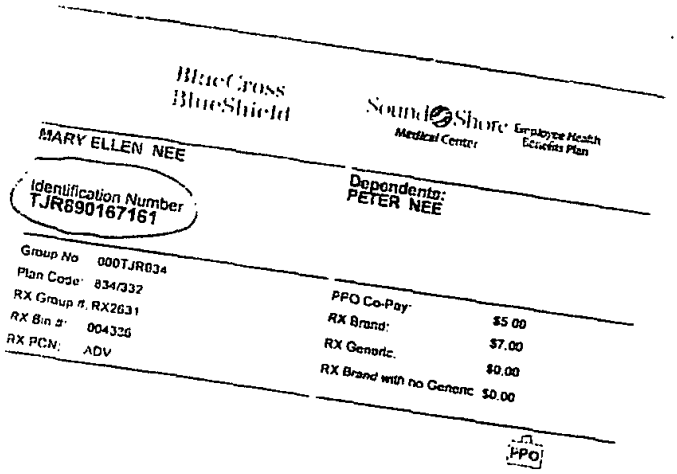
***Please note this is only a brief overview of your benefits. For complete details, please reference the 2006 SSMC Retiree Health and Dental Staff Nurses SPD.**

January 2010

Sound Shore Health System

Sound Shore Medical Center • The Mount Vernon Hospital • Schaffer Extended Care Center • Hopfer School of Nursing

December 17, 2013



Dear Retirees:

As a result of an agreement reached during the bankruptcy process current retirees who were covered by SSMC's retiree health plan will continue to be covered through 12/31/13. All claims should be forwarded to POMCO for processing. Claims should be mailed to Claims Dept, POMCO Group, 2425 James St, Syracuse, NY, 13206.

If you encounter problems or rejections please forward claims or rejection notices to the SSMC bankruptcy mrg C/O Montefiore New Rochelle Hospital, 16 Guion Place, New Rochelle, NY, 10802 attention Monica Terrano.

Sincerely,

Monica Terrano

Monica Terrano
Estate Chief Wind-down Officer

Mary Ellen Nee
c/o Sprague Rd
Greendale N.Y 10583

Sound Shore Medical Center of Westchester, et al
c/o GCG 5151 Blazer Parkway Suite A
Dublin O. H 43017

UNITED STATES POSTAL SERVICE

U.S. POSTAGE PAID SCARSDALE, NY 10583 JAN 06, 14 AMOUNT $22.50 00010023-05

RETURN RECEIPT REQUESTED

1007

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (914) 723-2761

MARY ELLEN NEE
10 Sprague Rd
Scarsdale N.Y 10583

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No	Federal Agency Acct. No. or Postal Service™ Acct. No.

EK 033475358 US

UNITED STATES POSTAL SERVICE® | PRIORITY ★ MAIL ★ EXPRESS™

Post Office To Addressee

DELIVERY OPTIONS (Customer Use Only)

☐ SIGNATURE REQUIRED

Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery

Delivery Options

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability

TO: (PLEASE PRINT) PHONE ( )

Sound Shore Medical Center of Al
C/o GCG 5151 Blazer Parkway
Suite A. Dublin OH 43017

ZIP + 4® (U.S. ADDRESSES ONLY) 43017 - [redacted]

ORIGIN (POSTAL SERVICE USE ONLY)

☐ 1-Day ☐ 2-Day ☐ Military ☐ DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage
10583	1-7-14	$ 19.95

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
1-6-14	12 ☐ AM ☒ PM	$	$

Time Accepted		Return Receipt Fee
12:55 ☐ AM ☐ PM	☐ Loss Guarantee Only	$ 2.55

Weight	☐ Flat Rate		Total Postage & Fees
lbs. 3 ozs.		☐ Live Shipment	$ 22.50
		☐ Sunday/Holiday Premium	Acceptance Employee Initials

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- $100.00 insurance included.

LABEL 11-B, JULY 2013 PSN 7690-02-000-9996 1-ORIGIN POST OFFICE COPY

UNITED STATES

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
NEW YORK MEDICAL COLLEGE

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 15 2014

Name and Addresses Where Notices Should be Sent:
New York Medical College
Office of the General Counsel
40 Sunshine Cottage Road
Valhalla, New York 10595

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): May 29, 2013 through November 6, 2013

3. DESCRIPTION OF CLAIM (IF KNOWN):
Services performed under written agreements with Sound Shore Medical Center of Westchester. Please see attached agreements.

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 132,634.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.
☐ I am the creditor. ☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Waldemar A. Comas
Title: Vice President and General Counsel
Company: New York Medical College
Address and telephone number (if different from notice address above):

_____

_____

Telephone number: (914) 594-4567

(Signature) 1/9/14 (Date)

email: waldemar_comas@nymc.edu

FILED - 01178
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

In re Sound Shore Medical Center of Westchester, et al.

United States Bankruptcy Court for the Southern District of New York
Case No. 13-22840-RDD Chapter 11

Administrative Expense Proof of Claim by New York Medical College

Statement of Account

AGREEMENT	EXPENSE DUE
Major Affiliation Agreement dated September 8, 1994	$14,000.00
Surgery Residency Training Program Agreement dated October 21, 2010, as amended February 29, 2012 – Dr. Marc Wallack consulting services	$16,634.00
Surgery Residency Training Program Agreement dated October 21, 2010, as amended February 29, 2012 – research and scholarly fee	$100,00.00
Surgery Residency Training Program Agreement dated October 21, 2010, as amended February 29, 2012 – travel expenses for Dr. Marc Wallack	$2,000.00
TOTAL ADMINISTATIVE EXPENSE	**$132,634.00**

NEW YORK MEDICAL COLLEGE

REVISED INVOICE

Mr. John Spicer, President and CEO
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

DATE: 11/15/13
CUSTOMER # 404
INVOICE # 404-12-13
DUE DATE: UPON RECEIPT

MAJOR AFFILIATION AGREEMENT OF SEPTEMBER 8, 1994
ADMINISTRATIVE FEE (AFFILIATION FEE)

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
Balance Forward (June 2013 - August 2013)	$ 36,000.00	$ 36,000.00	$ -
Sep-2013	$ 12,000.00	$ 12,000.00	$ -
Oct-2013	$ 12,000.00	$ -	$ 12,000.00
November 1, 2013 - November 5, 2013	$ 2,000.00	$ -	$ 2,000.00
POST-PETITION			
TOTAL DUE	$ 62,000.00	$ 48,000.00	$ 14,000.00

Please return a copy of this statement with your payment to New York Medical College, Administration Building, Cashier's Office, 40 Sunshine Cottage Road, Valhalla, New York, 10595

If you have any questions about this statement, please Jim Salerno at (914) 594-4455.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Mr. John Spicer, President and CEO
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

DATE: 08/13/13
CUSTOMER # 404
INVOICE # 404-07-14R
DUE DATE: UPON RECEIPT

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED FEBRUARY 29, 2012.

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
July 1, 2013 RESEARCH & SCHOLARLY FEE PER THE SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT. RESEARCH IN SUPPORT OF DR. RAJ TAWARI, DR. JAN GELIEBTER, DR. ROBERT SURIANO AND DR. ANDREA GEORGE. **POST-PETITION**	$ 100,000.00	$ -	$ 100,000.00
TOTAL DUE	$ 100,000.00	$ -	$ 100,000.00

Please return a copy of this statement with your payment to New York Medical College, Administrative Building, Cashier's Office, 40 Sunshine Cottage Road, Valhalla, New York, 10595.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Mr. John Spicer, President and CEO
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

DATE: 08/13/13
CUSTOMER # 404
INVOICE # 404-07-14T
DUE DATE: UPON RECEIPT

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED FEBRUARY 29, 2012.

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
July 1, 2013 ANNUAL TRAVEL EXPENSES FOR DR. WALLACK TO ATTEND VARIOUS MEETINGS PER AGREEMENT **POST-PETITION**	$ 2,000.00	$ -	$ 2,000.00
TOTAL DUE	$ 2,000.00	$ -	$ 2,000.00

Please return a copy of this statement with your payment to New York Medical College, Administrative Building, Cashier's Office, 40 Sunshine Cottage Road, Valhalla, New York, 10595.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: 05/31/13
CUSTOMER #
INVOICE # 112B
DUE DATE: UPON RECEIPT

Attn: Stan Buturia

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED 2/29/12

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
Dr. Marc Wallack Consulting Services for 2 Pay Periods Periods: 5/30/13-6/9/13 ; 6/10/13-6/23/13 Salary= $6,538.45 ($3,846.15 x 1.7) Fringe= $1,277.65 ($1,153.85 x 19.54%) TOTAL POST PETITION	$ 7,816.10		$ 7,816.10
TOTAL DUE-POST-PETITION	$ 7,816.10	$ -	$ 7,816.10

Please send your check and a copy of this statement to New York Medical College, Administrative Building 142, Paddy Reynolds, Valhalla, New York, 10595

If you have any questions about this statement, please call Paddy Reynolds at (914) 594-3677.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: 07/08/13
CUSTOMER #
INVOICE # 113
DUE DATE: UPON RECEIPT

Attn: Stan Buturia

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED 2/29/12

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
BALANCE FORWARD (INVOICE 112B)			$ 7,816.10
DR. MARC WALLACK CONSULTING SERVICES FOR 2 PAY PERIODS PERIODS: 6/24/13-7/7/13 ; 7/8/13-7/21/13; SALARY= $7,692.30 ($3,846.15 X 2) FRINGE= $1,503.12 ($7,692.30 X 19.54%)			
TOTAL POST PETITION	$ 9,195.42		$ 9,195.42
TOTAL DUE-POST PETITION	$ 9,195.42	$ -	$ 17,011.52

Please send your check and a copy of this statement to New York Medical College, Administrative Building 142, Paddy Reynolds, Valhalla, New York, 10595

If you have any questions about this statement, please call Paddy Reynolds at (914) 594-3677.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: 07/22/13
CUSTOMER #
INVOICE # 114
DUE DATE: UPON RECEIPT

Attn: Stan Buturia

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED 2/29/12

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
BALANCE FORWARD (INVOICES 112B, 113)			$ 17,011.52
DR. MARC WALLACK CONSULTING SERVICES FOR 2			
PAY PERIODS			
PAYMENT TO DR. WALLACK DIRECTLY $9,000		$ 9,000.00	$ (9,000.00)
PAYMENT TO NYMC 7/17/13 CHECK 7036304		$ 9,000.00	$ (9,000.00)
PERIODS: 7/22/13-8/4/13 ; 8/5/13-8/18/13;			
SALARY= $7,692.30 ($3,846.15 X 2)			
FRINGE= $1,503.12 ($7,692.30 X 19.54%)			
TOTAL POST PETITION	$ 9,195.42		$ 9,195.42
TOTAL DUE-POST PETITION	$ 9,195.42	$ 18,000.00	$ 8,206.94

Please send your check and a copy of this statement to New York Medical College, Administrative Building 142, Paddy Reynolds, Valhalla, New York, 10595

If you have any questions about this statement, please call Paddy Reynolds at (914) 594-3677.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: 08/26/13
CUSTOMER #
INVOICE # 115
DUE DATE: UPON RECEIPT

Attn: Stan Buturia

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED 2/29/12

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
BALANCE FORWARD (INVOICES 113, 114)			$ 8,206.94
PAYMENT TO NYMC 8/21/13 CHECK 7036914		$ 9,000.00	$ (9,000.00)
PAYMENT TO NYMC 10/4/13 CHECK 7037695		$ 9,000.00	$ (9,000.00)
DR. MARC WALLACK CONSULTING SERVICES FOR 3 PAY PERIODS PERIODS: 8/19/13-9/1/13 ; 9/2/13-9/15/13; 9/16/13-9/29/2013 SALARY= $11,538.45 ($3,846.15 X 3) FRINGE= $2,101.71 ($11,538.45 X 18.21%) TOTAL POST PETITION	$ 13,640.16		$ 13,640.16
TOTAL DUE-POST PETITION	$ 13,640.16	$ 18,000.00	$ 3,847.10

Please send your check and a copy of this statement to New York Medical College, Administrative Building 142, Paddy Reynolds, Valhalla, New York, 10595

If you have any questions about this statement, please call Paddy Reynolds at (914) 594-3677.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: 10/08/13
CUSTOMER #
INVOICE # 116
DUE DATE: UPON RECEIPT

Attn: Stan Buturia

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED 2/29/12

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
BALANCE FORWARD (INVOICE 115)			$ 3,847.10
DR. MARC WALLACK CONSULTING SERVICES FOR 3			
PAY PERIODS			
PERIODS: 9/30/13-10/13/13 ; 10/14/13-10/27/13			
SALARY & FRINGE= $9,133.50			
TOTAL POST PETITION			$ 9,133.50
TOTAL DUE-POST PETITION	$ -	$ -	$ 12,980.60

Please send your check and a copy of this statement to New York Medical College, Administrative Building 142, Paddy Reynolds, Valhalla, New York, 10595

If you have any questions about this statement, please call Paddy Reynolds at (914) 594-3677.

THANK YOU!

NEW YORK MEDICAL COLLEGE

INVOICE

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: 10/30/13
CUSTOMER #
INVOICE # 117
DUE DATE: UPON RECEIPT

Attn: Stan Buturia

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT DATED OCTOBER 21, 2010, AS AMENDED 2/29/12

DESCRIPTION	AMOUNT DUE	CASH RECEIVED	BALANCE
BALANCE FORWARD (INVOICES 115, 116)			$ 12,980.60
DR. MARC WALLACK CONSULTING SERVICES FOR 2			
PAY PERIODS			
PERIODS: 10/28/13-11/6/13			
SALARY & FRINGE= $3,653.40			
TOTAL POST PETITION			$ 3,653.40
TOTAL DUE-POST PETITION	$ -	$ -	$ 16,634.00

Please send your check and a copy of this statement to New York Medical College, Administrative Building 142, Paddy Reynolds, Valhalla, New York, 10595

If you have any questions about this statement, please call Paddy Reynolds at (914) 594-3677.

THANK YOU!

NEW YORK MEDICAL COLLEGE

ADMINISTRATION BUILDING
VALHALLA, NEW YORK 10595 TEL 914-594-4567 FAX 914-594-4328

EMILY BERNSTEIN
CONTRACT/COMPLIANCE COORDINATOR

January 14, 2014

VIA FEDERAL EXPRESS

SOUND SHORE MEDICAL CENTER
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

Re: *In re Sound Shore Medical Center of Westchester, et al.*
Chapter 11 Case
Case No. 13-22840 (RDD)

Dear Sir or Madam:

On behalf of New York Medical College, enclosed please find the Administrative Expense Proof of Claim, with supporting documents. The supporting documents include a Statement of Account, relevant invoices, the Major Affiliation Agreement dated as of September 8, 1994, the Surgery Residency Training Program Agreement dated as of October 21, 2010 and the First Amendment to the Surgery Residency Training Program Agreement dated February 29, 2012.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Emily A. Bernstein
Contracts and Compliance Coordinator

cc: Waldemar A. Comas, Esq.
Thomas G. Bailey, Jr., Esq.

SOUND SHORE

MAJOR AFFILIATION AGREEMENT

AGREEMENT made and entered into this 8th day of September, 1994 by and between **NEW YORK MEDICAL COLLEGE**, a New York not-for-profit corporation, having offices at Valhalla, New York 10595, hereinafter called the "College" and **NEW ROCHELLE HOSPITAL MEDICAL CENTER** a New York not-for-profit corporation, having its principal offices at 16 Guion Place, New Rochelle, New York 10802, hereinafter referred to as the "Hospital".

W I T N E S S E T H

WHEREAS, the Hospital and the College recognize that medical education and medical care are interdependent and that the best health care services and clinical training are provided in health care institutions dedicated to the provision of quality health services, medical education and research; and

WHEREAS, the Hospital is committed to meeting the medical care needs of the residents of its community and recognizes the contribution that medical education programs and research make to the delivery of quality health care; and

WHEREAS, the College is a chartered and fully accredited institution engaged in undergraduate, graduate and postgraduate medical education, medical and scientific research; and

WHEREAS, the College can assist hospitals to improve the quality and delivery of care through support in the areas of clinical education and research; and

WHEREAS, the Hospital wishes to use its facilities and resources to promote undergraduate, graduate, and postgraduate medical education and to pursue excellence in medical care, medical education and community service; and

WHEREAS, the Hospital, since April 12, 1974 has had an affiliation with the College pursuant to which it has participated in certain of the College's medical education programs; and

WHEREAS, the Hospital desires both to continue its participation in such medical education programs of the College, to develop a closer relationship between it and the College and to participate fully in the College's Educational Consortium; and

WHEREAS, the College wishes to designate the Hospital as a major teaching hospital affiliated with the College for educating medical students, residents and fellows; and,

WHEREAS, the College and the Hospital fully recognize their common goals in advancing medical science, education, research and patient care of the highest order, and that such goals can be realized more effectively by enhancing their affiliation with one another for such purpose and by the Hospital's full participation in the College's Educational Consortium;

NOW THEREFORE, in consideration of these premises and the mutual agreements of the parties hereinafter set forth, the parties agree as follows:

1. The primary purpose of this Agreement is to set forth the terms and conditions of the affiliation between the Hospital and the College and to facilitate joint and cooperative efforts by the College and the Hospital toward the following:

(a) Establish the Hospital as a major teaching affiliate of the College;

(b) The Hospital's participation in the College's undergraduate, graduate and postgraduate medical education programs to the extent provided herein and as otherwise mutually agreed upon; and,

(c) The availability of the expertise, advice, counsel and resources of the College and its faculty, on matters of medical education, medical care and its delivery;

2. The College shall be the exclusive medical school affiliate of the Hospital and shall sponsor all of the Hospital's residency programs consistent with the designation of the Hospital as a Major Teaching Affiliate of the College. The College and the Hospital agree to work in good faith to maximize the number and critical mass of residency programs at the Hospital. The College and the Hospital agree to consider all reasonable proposals to establish residency programs at the Hospital and that their decisions in this regard shall be fair and reasonable.

3. The Hospital is hereby classified and designated by the College as a Major Teaching Affiliate of the College and shall provide clinical experiences for the College's undergraduate, graduate and postgraduate programs as specified in Appendix A which is attached and incorporated herein. College sponsorship of the Hospital's residency training programs shall be assumed in accordance with Appendix B as attached and incorporated herein. The designation as a Major Teaching Affiliate of the College shall be continued for the duration of this Agreement provided that the Hospital is in compliance with the College's standards and requirements for the designation specified herein.

4. After consultation with the Dean of the College, the Hospital shall appoint a Medical Director who shall be accountable to the Hospital for all activities as required by Section 405 of the New York State Health Code. The Medical Director shall be required to hold a faculty appointment with the College and may,

subject to the approval of and upon appointment by the Dean of the College, also serve as an Associate Dean of the College. The current Medical Director shall apply for and become a member of the faculty of the College within one-year of the date of execution of this Agreement.

5. After consultation with the CEO/President of the Hospital, the College shall appoint an Associate Dean at the Hospital who shall be accountable to the College for all educational and research activities of the College at the Hospital. In furtherance thereof, the Associate Dean shall act as Director of Medical Education at the Hospital, report to the Dean of the College with regard to the supervision and direction of the College's undergraduate and graduate training programs and research activities, and act as chief liaison between the College and the Hospital. The Associate Dean shall at all times hold a faculty appointment with the College and may also serve as the Hospital's Medical Director.

6. The Hospital shall appoint a Director of Service for each clinical department of the Hospital with a current or planned College-sponsored residency training program who shall also act as local program director with the responsibility for coordinating the College's educational and research activities within their respective departments. Each such Director of Service shall be required to hold a faculty appointment with the College and shall be appointed by the Hospital after consultation with the Dean of the College. Incumbent Directors of Service in such departments must apply for and become faculty members of the College within one year of the date of execution of this Agreement or prior to College sponsorship of the residency training program in such department, whichever is first.

7. All candidates for new appointments to the positions of Associate Dean, Medical Director and Directors of Service in clinical departments with current or planned College-sponsored residency training programs must be mutually acceptable to the Hospital and the College. Candidates for such positions shall be recommended by a search committee appointed as mutually agreed by the Hospital and the College and which shall consist of representatives designated by the Hospital and the Dean of the College.

8. The performance of the Associate Dean, Medical Director or Director of Service with College-sponsored residency training programs shall be subject to review by the CEO/President of the Hospital and/or the Dean of the College. Where such performance is unsatisfactory to either the CEO/President of the Hospital or to the Dean of the College, after consultation with the other, the appointment or designation of said Associate Dean, Medical Director or Director shall be terminated with the approval, where applicable, of the Hospital's Board of Governors or the College's Board of Trustees.

9. The Hospital understands and agrees that all faculty appointments of the College are subject to review by the College in accordance with the College's regular faculty reappointment procedures. The Hospital further agrees that the loss of a College faculty appointment shall, in the first instance, result in his/her ineligibility to participate in the College's teaching programs at the Hospital and, as applicable, in the loss of the designation as Associate Dean, Medical Director or Chief/Director of Service. The College shall notify, the Hospital's President/CEO, in writing, of the loss of any faculty appointment.

10. The Hospital and the College agree that the Hospital shall have full responsibility for the care of patients and that it shall maintain administrative and professional supervision and control of students or Faculty of the College as their presence affects the operation of the Hospital and/or direct or indirect care of patients. The Hospital reserves the right to request the removal from the Hospital of any student whose behavior is reasonably deemed to have an adverse effect upon the Hospital's patients or the program, which shall not be unreasonably denied by the Dean of the College.

11. The Hospital understands and agrees that the College has the ultimate responsibility for undergraduate education. If, in the opinion of the College, the teaching program in any participating service is inadequate, the Dean, following consultation with the Hospital's President/CEO shall have the right to limit or discontinue such undergraduate teaching program in the Hospital.

12. The College understands and agrees that all medical staff appointments at the Hospital shall continue to be under the control of the Hospital's Board of Governors in accordance with the Medical Staff By-Laws of the Hospital. Members of the Hospital's medical staff as of the date of this Agreement who do not wish to participate in the teaching programs of the College at the Hospital or who do not qualify by training and/or performance for appointment to the College's faculty will continue as members of the Hospital's medical staff without any loss of clinical privileges.

13. The Hospital understands and agrees that the College has the responsibility for the quality of its graduate education and postgraduate programs.

(a) If, in the opinion of the Dean of the College, it is necessary to reduce or discontinue any training or rotation program at the Hospital because of a failure to comply with the requirements of the Accreditation Council for Graduate Medical Education (ACGME) or because of a final decision by the ACGME, the Dean of the College shall, following consultation with the Hospital's President/CEO and the College's Education Consortium, limit or discontinue such training or rotation program in the Hospital. It is understood and agreed that in the event of any claimed failure to comply with the requirements of ACGME, the

College shall give the Hospital notice of any claimed failure and afford the Hospital a reasonable opportunity to correct such failure, and provide assistance to the Hospital consistent with its obligations under paragraphs 18 and 19 below.

(b) If the College is required by law or by any rule, regulation or decision of any federal, state or other body or organization with responsibility over graduate and post-graduate medical education to reduce the number and size of any residency training programs which may result in the reduction or discontinuance of a College-sponsored residency training program at the Hospital, the Dean of the College, following consultation with the Hospital's President/CEO, shall have the College's Office of Graduate Medical Education evaluate the quality and effectiveness of such residency training program at the Hospital, which shall include, but not be limited to, the quality and number of full-time faculty at the Hospital, the quality of the curriculum, the instruction, supervision, counseling, evaluation, advancement and number of residents, the facilities and financial resources of the program at the Hospital, the material impact on the critical mass, as defined by the ACGME, necessary to support such a program at the Hospital, and recommendations. The Hospital shall be afforded a reasonable opportunity to review the evaluation and any recommendations, to submit reasonable alternatives, and upon request, to discuss the matter at a meeting. The Dean of the College, after such meeting if requested by the Hospital's President/CEO, shall thereafter notify the Hospital's President/CEO of any decision to limit or discontinue a College-sponsored residency training program at the Hospital. In this regard the College agrees that any such decision shall be fair and reasonable.

14. The Hospital and the College agree on the following with regard to the College's medical students at the Hospital under revised Part 405 of the New York State regulations:

(a) The delineation of privileges for medical students at the Hospital is as follows:

(i) With the approval of the patient's attending physician, students may take patient histories, perform physical examinations and enter their findings in the patient's chart;

(ii) Under general supervision medical students may perform physical examinations and enter their findings in the patient's chart;

(iii) All other procedures must be performed by medical students under direct in person supervision by an attending physician or an authorized post-graduate trainee.

(b) The following patient activities may be engaged in by medical students under general supervision with regard to all patients, except for children under 3 years of age and/or less than 20 Kg. weight, provided that such medical students received written

certification as described in subparagraph (c) below:

(i) Blood and blood products administration
(ii) Insertion of nasogastric tube
(iii) Peripheral venous line placement
(iv) Venipuncture

(c) With respect to the certification process of above sub-paragraph (b), the validation may be performed by Hospital house staff or College faculty members credentialed in the specified procedures of above subparagraph (b). Written certification shall be provided by a College faculty member designated by the Dean of the College. Certification data shall be available through the College's Office of Student Affairs upon the request of a designated Hospital official.

(d) The Hospital shall ensure that all medical record entries of medical students are countersigned within twenty-four (24) hours by an appropriately privileged physician; and

(e) Medical students' health records shall be available to the Hospital upon the request of a designated Hospital official, during business hours, by Fax transmission. The transmission will occur within a reasonable amount of time.

15. The Hospital's Directors of Service shall provide the corresponding College Department Chairperson with a complete schedule of hospital teaching and attending staff assignments, as well as a calendar of education meetings and conferences, during those periods of assignment of students to clinical training at the Hospital. This schedule shall be provided prior to the arrival at the Hospital of the College's students for the purpose of review and approval by College Department Chairpersons.

16. The Hospital shall provide at no cost to the College initial emergency medical care for medical students of the College and for residents on rotation assigned to the Hospital by the College who are injured or become ill while on assignment or rotation under this Agreement. The Hospital shall be permitted to bill medical students or residents on rotation assigned to the Hospital for any medical care rendered by the Hospital.

17. Additional responsibilities of the Hospital under this Agreement shall include the following:

(a) To consult with and seek the advice of the College and its departments wherever necessary with respect to the quality and content of the Hospital's programs of medical education;

(b) To grant medical staff appointments to College faculty who apply for such membership provided that such faculty members meet all the usual requirements of the Hospital for such appointments;

(c) To require members of the Hospital's teaching

medical staff as designated by the Associate Dean in consultation with the respective Director of Service to apply for and maintain membership on the faculty of the College in departments with current or planned College-sponsored residency training programs;

(d) To encourage medical staff of the Hospital to engage in medical and health-related research in collaboration with the College's basic sciences and clinical departments, to provide facilities, opportunities and resources to foster clinical research at the Hospital, to recruit medical staff qualified to engage in such research and to work together with the College to ensure the quality and integrity of all such research activities at the Hospital;

(e) To require members of the Hospital's teaching medical staff to give due credit to the College and their faculty titles in all scholarly publications;

(f) To participate fully in committees of the College concerning graduate medical education programs at the Hospital;

(g) To provide at its sole expense, reasonable facilities, staff assistance, and instructional and educational opportunities to medical students, fellows and trainees rotated or assigned to the Hospital;

(h) To take all steps within the Hospital's resources to ensure that all College residency programs at the Hospital qualify for accreditation by the Accreditation Council for Graduate Medical Education; and,

(i) To cooperate fully with the College's Office of Continuing Medical Education to ensure College sponsorship of all continuing medical education programs/activities at the Hospital and within its departments, unless otherwise agreed to, in writing, by the Dean of the College.

18. As residency program sponsor, the College shall:

(a) Assist the Hospital in achieving and/or retaining accreditation by the ACGME for all College-sponsored residency training programs;

(b) Work jointly with the Hospital to ensure that adequate resources are made available to support accredited residency programs;

(c) Through its individual academic departments assist in the recruitment, assignment and evaluation of residents and faculty, and curriculum review;

(d) Through its Office of Graduate Medical Education, provide technical assistance in preparing for site visits and any other activities that may be required to ensure continuation of approved College-sponsored residency training programs; and

(e) Establish a graduate medical education oversight committee structure with its major and university-affiliated hospitals.

19. Additional responsibilities of the College under this Agreement shall include the following:

(a) To provide advice, counsel and analysis to the Hospital and its departments wherever requested with respect to the quality and content of the Hospital's programs of medical education;

(b) To assist the Hospital and its departments upon request in the recruitment of key members of the medical staff qualified to participate in the Hospital's programs of medical education, research and patient care;

(c) To encourage cooperation in appropriate cases between the medical staff of the Hospital and faculty of the College in matters of medical and health-related research;

(d) To require representation and participation by medical staff of the Hospital with faculty appointments to the College on the College's Faculty committees; and

(e) To sponsor and coordinate all continuing medical education programs, lectures, conferences, seminars and symposia at the Hospital through the College's Office of Continuing Medical Education.

20. The Hospital and the College agree on the desirability of developing faculty practice plans at the Hospital in departments with College-sponsored residency training programs provided that such plan(s):

(a) Serve to provide support for faculty compensation, educational and research endeavors at the Hospital;

(b) Assure the Dean of the College that faculty practice income targeted for faculty compensation, educational and research purposes is used appropriately to meet educational requirements;

(c) Remit quarterly a contribution to the College which in accordance with current College policy is five (5) percent of gross faculty practice receipts;

(d) Apply only to departments with sponsored residency programs where there are full-time or geographic full-time physicians participating in College or Hospital-sponsored faculty practice plans;

(e) Do not require immediate material modification to existing hospital/faculty arrangements; and,

(f) Are approved by the President/CEO of the Hospital and the Dean of the College.

21. The Hospital and the College agree to support and encourage actively the development of collaborative agreements among consortium members in order to promote excellent educational experiences.

22. In consideration of this Agreement and the costs incurred by the College, the Hospital agrees to pay the College quarterly and in advance an administrative fee as specified in Appendix C, which is attached and incorporated herein. This administrative fee shall be adjusted to reflect any necessary cost of living adjustments as may periodically be agreed upon by the parties.

23. The Hospital shall provide professional liability and medical malpractice insurance coverage on an occurrence basis or its equivalent (i.e. if on a claims-made basis, the Hospital shall pay for tail coverage covering such occurrences) to all residents on rotation or assigned to the Hospital in a residency training program directed by the College for any act, omission or activity of such residents at the Hospital. The limits and terms of such coverage shall be not less than $1 million per claim and $3 million in the aggregate.

24. The Hospital shall protect, indemnify and hold harmless residents on rotation or assigned to the Hospital in a residency training program sponsored by the College and, in addition, their employer hospital and the College, their officers, employees and agents, from any and all claims, liability, loss or damages arising out of the activities of such residents at the Hospital during the period of their rotation or assignment at the Hospital. The Hospital agrees that such defense and indemnification by the Hospital shall be extended to the New York City Health and Hospitals Corporation and the City of New York where the employer hospital of the resident on rotation or assignment to the Hospital is either Lincoln Medical and Mental Health Center or Metropolitan Hospital Center. The Hospital further agrees that the defense and indemnification provided by this paragraph shall be extended to the County of Westchester where the employer hospital of the resident on rotation or assignment to the Hospital is the Westchester County Medical Center.

25. The Hospital shall provide professional liability and medical malpractice insurance coverage on an occurrence basis or its equivalent to all faculty of the College employed by the Hospital, including, as applicable, the Medical Director, Associate Dean, and Directors of Service, arising out of or from any act, omission, or activity, including any faculty or private practice or patient care activity at the Hospital but excluding any faculty or private practice or patient activity where a bill is rendered by such faculty involved, or arising out of any educational or training program, service, or assistance provided to the Hospital pursuant to the terms of this Agreement. The limits and terms of such coverage shall be not less than $1 million per claim and $3

million in the aggregate per faculty member.

26. The Hospital shall protect, defend, indemnify and hold the College harmless from and against all claims, liabilities, lawsuits, judgements, losses or damages, including, but not limited to, those arising out of any act, omission or activity by Hospital employed faculty and employees, medical students or residents of the College committed pursuant to this Agreement, or arising out of any educational or training programs, service or assistance provided to the Hospital pursuant to the terms of this Agreement.

27. The Hospital shall protect, defend, and indemnify the College and hold it harmless from or against any administrative, civil or criminal claims, liabilities, loss, damages, expenses, costs (including attorney fees) asserted against or incurred by the College arising from structural, health, safety or environmental conditions existing or alleged to exist at the Hospital.

28. The Hospital agrees to furnish certificates of insurance to the College upon its request evidencing the coverage required by above paragraphs 23 through 27 which include professional liability insurance and indemnification to the College on an occurrence basis or its equivalent and further agrees to give the College at least (30) days prior written notice of any change in or cancellation of such insurance coverage(s).

29. Nothing herein shall be deemed to create a joint employer relationship between the Hospital and the College, nor shall the Associate Dean, Medical Director or Directors of service or any other employee of the Hospital be considered an employee of the College. Furthermore, the College shall have no responsibility or obligation with respect to any claims by Faculty, students, residents or employees for any accident, illness or injury occurring in or relating to the facilities of the Hospital, or for the payment of any compensation to students or faculty, or for medical, meal, travel, or other expenses incurred by students or faculty while at the Hospital. The College shall have no responsibility or liability with regard to the provision of any patient services at the Hospital.

30. Notwithstanding any other provision in this Agreement, the Hospital remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

31. Following the execution of this Agreement, the Hospital shall:

(a) Commission and erect in a prominent and dignified place in the main entrance area of the Hospital a sign, suitable to the College in size, style, quality and material stating that the Hospital is a major affiliate of New York Medical College, a medical university;

(b) Cause all official Hospital letterhead stationery, hereafter ordered, news releases and appropriate Hospital publications to state that the Hospital is a major affiliate of New York Medical College, a medical university; and

(c) Include each physician's faculty title with the College in all internal and external announcements by the Hospital.

32. The College and the Hospital shall remain independent corporations, managed by their respective governing boards, and neither of them shall have authority to bind the other nor shall either be an agent of the other.

33. Each party hereto agrees to maintain all appropriate licensures and accreditations with respect to the facilities or programs required to be in existence in order to effectuate the obligations of the parties under this Agreement including but not limited to licensure required by any federal, state or local agencies and accreditation by the JCAHO, ACGME and LCME. Should either party become aware of the loss or threatened loss of any licensure or accreditation which would affect the performance of its obligations under this Agreement, it shall immediately so notify the other party in accordance with below paragraph 36 of this Agreement.

34. The term of this Agreement shall commence on July 1, 1994 and shall continue, unless otherwise agreed in writing, until the June 30th that follows by at least one year the giving of a written notice of termination by one of the parties hereto to the other. Notwithstanding any termination of this Agreement, the insurance and indemnification provisions of paragraphs 23 through 27 and the Hospital's obligations thereto shall survive and continue in full force and effect.

35. This Agreement and its interpretation shall be governed by the laws of the State of New York.

36. All notices required to be given hereunder shall be given to the Hospital by certified mail addressed to the CEO/ President, New Rochelle Hospital Medical Center, 16 Guion Place, New Rochelle, New York 10802 and to the College, by certified mail, addressed to the President, New York Medical College, Valhalla, New York 10595, with separate copies to the Dean and Vice President for Medical Affairs, and to the Vice President and General Counsel at the same address.

37. It is understood that if the College is determined to be a "subcontractor" under the provisions of subparagraph (I) of SS 1861(V)(1) of the Social Security Act as amended by Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted pursuant thereto, the College will, until the expiration of four (4) years after furnishing of services under this Agreement, make available upon the request of the Secretary of Health and Human Services or the Comptroller General or its representatives, this Agreement, and supporting documents and records as may be necessary

to verify the nature and costs of this Agreement.

38. This Agreement contains the entire understanding between the parties and no alteration or modification hereof shall be effective except in a subsequent written instrument executed by duly authorized representatives of both parties hereto.

39. In case one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

NEW YORK MEDICAL COLLEGE

(Corporate Seal)

By _____
Rev. Harry C. Barrett, D.Min., M.P.H.

NEW ROCHELLE HOSPITAL MEDICAL CENTER

(Corporate Seal)

By _____
John Spicer, President and CEO

c:\wp51\work\newroche.doc

STATE OF NEW YORK)
ss:
COUNTY OF)

On this day of 199_, before me personally came to be known, and known to me to be the of the described in the attached agreement, and who executed the attached agreement on behalf of the HOSPITAL for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)
ss:
COUNTY OF WESTCHESTER)

On this day of 199_, before me personally came to be known, and known to me to be the of the College described in the attached agreement, and who acknowledged to me that he was duly authorized to and did execute the attached agreement on behalf of the COLLEGE for the purposes therein mentioned.

Notary Public

APPENDIX A

NEW YORK MEDICAL COLLEGE
RESIDENCY TRAINING PROGRAMS
AT
NEW ROCHELLE HOSPITAL MEDICAL CENTER

INTERNAL MEDICINE
TRANSITIONAL
SURGERY
ANESTHESIOLOGY

APPENDIX B

NEW YORK MEDICAL COLLEGE
SPONSORSHIP OF RESIDENCY TRAINING PROGRAMS
AT
NEW ROCHELLE HOSPITAL MEDICAL CENTER

EFFECTIVE JULY 1, 1994

INTERNAL MEDICINE
TRANSITIONAL
SURGERY
ANESTHESIOLOGY

APPENDIX C

NEW YORK MEDICAL COLLEGE
ADMINISTRATIVE FEES
TO
NEW ROCHELLE HOSPITAL MEDICAL CENTER

SUMMARY OF ANNUAL FEES FOR SPONSORED PROGRAMS

PROGRAM	CONTRACT YEAR FEE [A]
INTERNAL MEDICINE	$20,277
TRANSITIONAL	8,693
SURGERY	13,398
ANESTHESIOLOGY	6,881
SUBTOTAL FEES	$49,249
LESS CLERK CREDIT [B]	(7,350)
TOTAL FEES	$ 41,899

NOTES: (A) COMPUTED AT RATES IN EFFECT AS OF 7/1/93.
(B) ESTIMATED CREDIT COMPUTED AS FOLLOWS: 21 medical students on surgery rotation x $350 each.

SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT

This **SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT** is entered into this 21st day of October, 2010, by and among **SOUND SHORE MEDICAL CENTER OF WESTCHESTER**, a New York not-for-profit Corporation with its principal offices at 16 Guion Place, New Rochelle, NY 10801 (hereinafter referred to as "Sound Shore", **ST. JOSEPH'S REGIONAL MEDICAL CENTER,** a New Jersey not-for-profit corporation, having offices at 703 Main Street, Paterson, NJ 07503 (hereinafter referred to as "St. Joseph's"), and **NEW YORK MEDICAL COLLEGE**, a New York not-for-profit corporation, having offices at Valhalla, New York 10595 (hereinafter referred to as the "College").

WHEREAS, since in or about April 1974, Sound Shore has been a College affiliated hospital participating in the College's undergraduate, graduate and postgraduate medical education programs; and

WHEREAS, on September 8, 1994, Sound Shore and the College entered into a Major Affiliation Agreement pursuant to which Sound Shore was designated a Major Teaching Affiliate of the College, which agreement continues in full force and effect; and

WHEREAS, St. Joseph's wishes to use its facilities and resources to participate in the graduate and postgraduate medical education programs of the College; and

WHEREAS, St. Joseph's desires to affiliate with the College for such purposes and to develop medical education and research linkages with the College; and

WHEREAS, the College is a chartered and fully accredited institution engaged in undergraduate, graduate and postgraduate medical education, medical and scientific research; and,

WHEREAS, the College is fully accredited as an Institutional Sponsor of medical residency training programs by the Accreditation Council for Graduate Medical Education; and,

WHEREAS, Sound Shore, St. Joseph's, Metropolitan Hospital Center and the College desire to establish a Surgery Residency Training Program (the "Program") under the Institutional Sponsorship of the College with Metropolitan Hospital Center as the primary site and with Sound Shore and St. Joseph's as major participating sites, as approved by the Accreditation Council for Graduate Medical Education ("ACGME"); and

WHEREAS, this Surgery Residency Training Program Agreement ("Program Agreement") sets forth the terms and obligations of the parties hereto in connection with the Program,

NOW, THEREFORE, in consideration of these premises and the mutual agreement of the parties hereinafter set forth, the parties hereby agree as follows:

I. Program

Sound Shore, St. Joseph's and the College hereby agree to establish a Surgery Residency Training Program with the College as Institutional Sponsor and with Sound Shore, St. Joseph's and Metropolitan Hospital Center as major participating sites. Metropolitan Hospital Center shall serve as the primary site of the Program. Additional specialty rotations may be arranged at the Westchester Medical Center. The Program is anticipated to start on July 1, 2011.

II. Responsibilities of the Parties

A. The College's Responsibilities

1. Consultant

The College shall provide the services of Marc Wallack, M.D. ("Dr. Wallack"), as a Consultant in connection with the development of the Program. The services to be provided by Dr. Wallack as Consultant shall include without limitation, the following:

a. Assessing the feasibility of the Program;
b. Reviewing prior applications with the ACGME and the Surgery Residency Review Committee ("SRRC") for surgery programs from the participating sites;
c. Conferring nationally with the ACGME as to the suitability of the participating sites for the Program;
d. Evaluating the facilities, resources and educational quality at each participating site and interviewing proposed faculty for the Program;
e. Providing technical expertise on compliance with ACGME and SRRC requirements;
f. Preparing a written report of his findings regarding the Program and submit it to the three CEO's of the participating sites and Dr. Richard McCarrick, Vice Dean for Clinical Affairs and GME and the Designated Institutional Official of the College (the "DIO"). Such report is to be presented at a meeting of such CEO's and the DIO by Dr. Wallack;
g. Developing the Program Information Form ("PIF") for the Program for review by the participating sites and the College's DIO; and,

h. Coordinating the submission and approval process of the Program by the ACGME and the SRRC in consultation with the DIO.

2. Program Director

The College shall appoint Dr. Wallack as Program Director for the Program. Dr. Wallack shall continue in his current full-time salaried position as Chief of the Department of Surgery at Metropolitan Hospital Center subject to the requirements of the Affiliation Agreement between the New York City Health and Hospitals Corporation and the College for Metropolitan Hospital Center. Dr. Wallack as Program Director of the Program shall have duties and responsibilities in accordance with the program requirements of the SRRC, the common requirements of the ACGME and consistent with the Institutional requirements of the ACGME. As Program Director, Dr. Wallack shall develop the Program's curriculum, approve teaching staff and work with the faculty in determining the educational goals. The Program Director shall be responsible for the selection of residents and the overall coordination of the Program.

3. Institutional Sponsor

As residency sponsor, the College shall:

a. Assist in achieving and/or retaining accreditation by the ACGME;
b. Work jointly with the participating sites to identify the resources needed from time to time to support or achieve the accredited surgery residency program;
c. Assist, through the College's individual academic departments, in the recruitment, assignment and evaluation of residents, fellows and faculty, and curriculum review;
d. Provide, through its office of Graduate Medical Education, technical assistance in preparing for site visits and any other activities that may be required to ensure accreditation of College sponsored residency and fellowship training programs at the participating sites; and,
e. Provide access as mutually agreed to the College's medical library, information services and teleconferencing capabilities to teaching medical staff with College faculty appointments and to residents of the Program.

B. Sound Shore Responsibilities

1 Appointments

Sound Shore shall appoint Dr. Wallack as a member of its medical staff with full privileges as provided in its Medical Staff Bylaws. Sound Shore shall also

appoint Dr. Wallack as Residency Program Site Director in its Department of Surgery for the Program. Sound Shore agrees that all residents and fellows in the Program at Sound Shore shall be under the academic, daily supervision and direction of Dr. Wallack as the Residency Program Site Director. Such supervision and direction shall include at a minimum the following: compliance and monitoring of resident work hours, daily and team scheduling; evaluation of residents; providing conflict resolution; offering educational sessions; provision of adequate work conditions for residents as defined by the ACGME. The credentialing, selection, supervision, and evaluation of such post graduate trainees at Sound Shore shall comply with the policies and procedures of the College and of Sound Shore, revised Part 405 of the New York State regulations, applicable requirements of the State of New Jersey, and with any modifications to such policies, procedures, regulations and requirements.

2. Financial Support

a. Compensation to Dr. Wallack

In consideration of the services to be provided by Dr. Wallack under this Program Agreement, Sound Shore shall annually pay the College the gross amount of *ONE-HUNDRED THOUSAND DOLLARS ($100,000), plus applicable fringe benefits* in accordance with the policies and procedures of the College, which shall be payable in advance and in equal monthly installments. The first payment hereunder shall be due within five (5) business days of the signing of this Program Agreement. Thereafter, all payments shall be due on the first business day of each month. The College shall pay Dr. Wallack such gross amount, less statutory withholdings and employee contributions, as compensation for services through its bi-weekly payroll system provided that Sound Shore makes timely and adequate payments to the College in compliance with this Program Agreement.

b. Additional Compensation to Dr. Wallack

In addition, Sound Shore together with St. Joseph's and the College shall annually review the financial support provided to the College for Dr. Wallack to determine whether such amount should be increased or whether he should receive an annual bonus based on Dr. Wallack's performance during the preceding twelve month period. Such review shall be conducted by a Committee consisting of the CEO's of Sound Shore and St. Joseph's and the DIO of the College, which shall make such determination within sixty (60) days after the anniversary of this Program Agreement.

c. Travel Expenses for Dr. Wallack

Sound Shore shall pay the College annually the amount of $2,000 to for travel expenses incurred by Dr. Wallack to attend meetings in connection with the Program of the American Surgical Association, Association of Program Directors in Surgery, American College of Surgeons, Society of Surgical Oncology and at other meetings as needed and approved by Sound Shore, St. Joseph's, Metropolitan Hospital Center and the College. The first annual payment to the College shall be made by October 1, 2010, and thereafter by September first of each succeeding year. All reimbursement for such travel expenses to Dr. Wallack shall comply with the requirements of the College's travel reimbursement policy.

In addition, Sound Shore shall reimburse Dr. Wallack for the reasonable and actual car expenses (mileage, tolls, parking) incurred by him in connection with his business travel to Sound Shore under this Program Agreement. All such reimbursement shall comply with the requirements of Sound Shore's travel reimbursement policy.

d. Consultant

Sound Shore shall share one-half of the cost of the services of a consultant selected by Dr. Wallack to assist in the assessment and evaluation of the Program and the development of the Program Information Form. The first payment to consultant shall be in the amount of $2,500, and all subsequent payments shall be one-half of the fee at $150.00 per hour. All payments by Sound Shore shall be based on a detailed invoice from the consultant specifying the work performed, the date(s) that such work was performed and the number of hours involved. All invoices of consultant are to be submitted to Dr. Wallack for review and approval and if approved by Dr. Wallack, to Sound Shore for payment in accordance with its policies and procedures.

Sound Shore agrees to provide reasonable resources to implement the recommendations of the consultant which are deemed necessary for the successful accreditation and on-going operation of the Program.

e. Research Support

Sound Shore shall pay the College $75,000 for each fiscal year to establish and maintain the necessary research and scholarly activity for the Program. The first annual payment shall be paid in a lump sum by October 1, 2010, for the period from September 13, 2010 through and including June 30, 2011. All succeeding payments to the College shall be paid by July 1st of the then current fiscal year.

3. General Responsibilities

Sound Shore shall provide and maintain adequate staffing, facilities, support services, a sufficient number of full-time faculty and resources to ensure that the Program qualifies for and complies with accreditation standards of the ACGME, the SRRC and with the requirements of and commitments with the National Resident Matching Program. Sound Shore shall require that all medical staff desiring to participate in the Program qualify for and maintain, at all times, either a full time or voluntary faculty appointment with the College and that the loss of a College faculty appointment by a member of the medical staff participating in the College's medical education programs shall result in his/her ineligibility to participate in the College's medical education programs at Sound Shore. Sound Shore shall provide a work environment that is consistent with proper patient care, the educational needs of residents and the applicable requirements and the standards of the ACGME and of the College's policies and procedures on graduate medical education. This shall include at least adequate and appropriate parking, security, rest facilities, on-call rooms and food services, patient support services, effective laboratory and radiology information retrieval system, access to the internet and medical records systems. Sound Shore shall implement duty schedules for residents and fellows in accordance with the College's educational goals and objectives for the Program and consistent with Sound Shore's and applicable ACGME program requirements to ensure that learning objectives are not compromised by excessive institutional service obligations and that duty hours and on-call time periods are not excessive. Furthermore, Sound Shore shall provide reasonable funds for the interview and recruitment of residents and fellows in the Program, for the participation in the National Resident Matching Program and for the costs of ACGME accreditation preparation, processes and appeals. Sound Shore shall consult with and seek the advice of the College wherever necessary with respect to the quality and content of the Program.

C. St. Joseph's Responsibilities

1 Appointments

St. Joseph's shall appoint Dr. Wallack as a member of its medical staff with full privileges as provided in its Medical Staff Bylaws. St. Joseph's shall also appoint Dr. Wallack as Residency Program Site Director in its Department of Surgery for the Program. St. Joseph's agrees that all residents and fellows in the Program at St. Joseph's shall be under the academic, daily supervision and direction of Dr. Wallack as the Residency Program Site Director. Such supervision and direction shall include at a minimum the following: compliance and monitoring of resident work hours, daily and team scheduling; evaluation of residents; providing conflict resolution; offering educational sessions; provision of adequate work conditions for residents as defined by the ACGME. The credentialing, selection,

supervision, and evaluation of such post graduate trainees at St. Joseph's shall comply with the policies and procedures of the College and of St. Joseph's, revised Part 405 of the New York State regulations, applicable requirements of the State of New Jersey, and with any modifications to such policies, procedures, regulations and requirements.

2. Financial Support

a. Compensation to Dr. Wallack

In consideration of the services to be provided by Dr. Wallack under this Program Agreement, St. Joseph's shall annually pay the College the gross amount of *ONE-HUNDRED THOUSAND DOLLARS ($100,000), plus applicable fringe benefits* in accordance with the policies and procedures of the College, which shall be payable in advance and in equal monthly installments. The first payment hereunder shall be due within five (5) business days of the signing of this Program Agreement. Thereafter, all payments shall be due on the first business day of each month. The College shall pay Dr. Wallack such gross amount, less statutory withholdings and employee contributions, as compensation for services through its bi-weekly payroll system provided that St. Joseph's makes timely and adequate payments to the College in compliance with this Program Agreement.

b. Additional Compensation to Dr. Wallack

In addition, St. Joseph's together with Sound Shore and the College shall annually review the financial support provided to the College for Dr. Wallack to determine whether such amount should be increased or whether he should receive an annual bonus based on Dr. Wallack's performance during the preceding twelfth month period. Such review shall be conducted by a Committee consisting of the CEO's of Sound Shore and St. Joseph's and the DIO of the College, which shall make such determination within sixty (60) days after the anniversary of this Program Agreement.

c. Travel Expenses for Dr. Wallack

St. Joseph's shall pay the College annually the amount of $2,000 to for travel expenses incurred by Dr. Wallack to attend meetings in connection with the Program of the American Surgical Association, Association of Program Directors in Surgery, American College of Surgeons, Society of Surgical Oncology and at other meetings as needed and approved by St. Joseph's, Sound Shore, Metropolitan Hospital Center and the College. The first annual payment to the College shall be made

by October 1, 2010, and thereafter by September first of each succeeding year. All reimbursement for such travel expenses to Dr. Wallack shall comply with the requirements of the College's travel reimbursement policy.

In addition, St. Joseph's shall reimburse Dr. Wallack for the reasonable and actual car expenses (mileage, tolls, parking) incurred by him in connection with his business travel to St. Joseph's under this Program Agreement. All such reimbursement shall comply with the requirements of St. Joseph's travel reimbursement policy.

d. Consultant

St. Joseph's shall share one-half of the cost of the services of a consultant selected by Dr. Wallack to assist in the assessment and evaluation of the Program and the development of the Program Information Form. The first payment to consultant shall be in the amount of $2,500, and all subsequent payments shall be one-half of the fee at $150.00 per hour. All payments by St. Joseph's shall be based on a detailed invoice from the consultant specifying the work performed, the date(s) that such work was performed and the number of hours involved. All invoices of consultant are to be submitted to Dr. Wallack for review and approval and if approved by Dr. Wallack, to St. Joseph's for payment in accordance with its policies and procedures.

St. Joseph's agrees to provide reasonable resources to implement the recommendations of the consultant which are deemed necessary for the successful accreditation and on-going operation of the Program.

e. Research Support

St. Joseph's shall pay the College $25,000 in each fiscal year to establish and maintain the necessary research and scholarly activity for the Program. The first annual payment shall be paid in a lump sum by October 1, 2010, for the period from September 13, 2010 through and including June 30, 2011. All succeeding payments to the College shall be paid by July 1st of the then current fiscal year.

In addition, St. Joseph's shall provide the services of its research staff to Dr. Wallack and the Program. St. Joseph's shall designate a doctoral level staff member to work closely with Dr. Wallack to organize and participate in the carrying out of on-going research projects.

3. General Responsibilities

St. Joseph's shall provide and maintain adequate staffing, facilities, support services, a sufficient number of full-time faculty and resources to ensure that the Program qualifies for and complies with accreditation standards of the ACGME, the SRRC and with the requirements of and commitments with the National Resident Matching Program. St. Joseph's shall require that all medical staff desiring to participate in the Program qualify for and maintain, at all times, either a full time or voluntary faculty appointment with the College and that the loss of a College faculty appointment by a member of the medical staff participating in the College's medical education programs shall result in his/her ineligibility to participate in the College's medical education programs at St. Joseph's. St. Joseph's shall provide a work environment that is consistent with proper patient care, the educational needs of residents and the applicable requirements and standards of the ACGME and the College's policies and procedures on graduate medical education. This shall include at least adequate and appropriate parking, security, rest facilities, provision of on-call rooms and food services, patient support services, effective laboratory and radiology information retrieval system, access to the internet and medical records system. St. Joseph's shall implement duty schedules for residents and fellows in accordance with the College's educational goals and objectives for the Program and consistent with St. Joseph's, and applicable ACGME program requirements to ensure that learning objectives are not compromised by excessive institutional service obligations and that duty hours and on-call time periods are not excessive. Furthermore, St. Joseph's shall provide reasonable funds for the interview and recruitment of residents and fellows in the Program, for the participation in the National Resident Matching Program and for the costs of ACGME accreditation preparation, processes and appeals. St. Joseph's shall consult with and seek the advice of the College wherever necessary with respect to the quality and content of the Program.

III. Insurance and Indemnification

The insurance and indemnification provisions of the Major Affiliation Agreement between Sound Shore and the College shall apply to the Program under this Program Agreement.

St. Joseph's agrees to the following with respect to the Program:

A. It shall provide professional liability and medical malpractice insurance coverage on an occurrence basis or its equivalent (i.e., if on a claims-made basis, St. Joseph's shall pay for tail coverage covering such occurrences) to all residents and fellows on rotation or assigned to St. Joseph's in the Program for any act, omission or activity of such residents and fellows only during the period of their rotation or assignment to St. Joseph's . The limits and terms of such coverage shall be not less than $1.3 million per claim and $3.9 million in the aggregate.

B. The professional liability and medical malpractice insurance coverage described above in Section A shall name the employer hospital of the residents and fellows on rotation or assigned to St. Joseph's as an "Additional Insured" with respect to the activities of such residents at St. Joseph's. Such Additional Insured status shall extend to the New York City Health and Hospitals Corporation and the City of New York where the employer hospital of the resident on rotation or assignment to St. Joseph's is Metropolitan Hospital Center.

C. In the event that the insurance coverage described above in Section B is insufficient in amount to cover claims, St. Joseph's shall protect, defend, indemnify and hold harmless the employer hospital of residents on rotation or assigned to St. Joseph's l in the Program and, in addition its officers, employees and agents, from any and all claims, liability, loss or damages arising of the activities of such residents at St. Joseph's during the period of their rotation or assignment at St. Joseph's. St. Joseph's agrees that such defense and indemnification by St. Joseph's shall be extended to the New York City Health and Hospitals Corporation and the City of New York where the employer hospital of the resident on rotation or assignment to St. Joseph's is Metropolitan Hospital Center.

D. St. Joseph's shall provide professional liability and medical malpractice insurance coverage on an occurrence basis or its equivalent (i.e., if on a claims made basis, St. Joseph's shall pay for tail coverage) to all faculty of the College employed by St. Joseph's and Dr. Wallack while acting within the scope of his appointment as Program Director and Residency Site Director. The limits and terms of such coverage shall be not less than $1.3 million per claim and $3.9 million in the aggregate per faculty member.

E. St. Joseph's agrees to name the College as an "Additional Insured" on the St. Joseph's primary and excess professional liability and medical malpractice insurance coverages with respect to all claims, liabilities, and damages as a result of any act, omission or activities by (a) all residents and fellows participating in the Program at St. Joseph's; (b) all faculty of the College employed by St. Joseph's; and (c) Dr. Wallack to the extent of his appointment as Program Director and Residency Site Director.

F. In the event that the insurance described above in Section E is insufficient to cover claims asserted against the College as set forth in this Program Agreement, St. Joseph's shall protect, defend and indemnify the College and hold it harmless from and against all claims, liabilities and damages as a result of any act, omission or activity by (a) all residents and fellows participating in the Program at St. Joseph's; (b) by all faculty of the College employed by St. Joseph's; and (c) Dr. Wallack to the extent of his appointment as Program Director and Residency Site Director.

G. St. Joseph's shall protect, defend and indemnify the College, its faculty, employees, and representatives and hold them harmless from and against any civil or criminal claims, liabilities, loss, damages, expenses, costs (including reasonable attorney fees) asserted against or incurred by the College arising from structural, health, safety or

environmental conditions existing or alleged to exist at the Hospital and within the control, direction or supervision of St. Joseph's.

H. St. Joseph's agrees to furnish certificates of insurance to the College, upon request, evidencing the coverages required by above Sections A through G of this Article III of this Program Agreement and further agree to give the College at least third (30) days prior written notice of any material change in or cancellation of such insurance coverage(s). Such certificates shall provide that such insurance policies shall be non cancellable unless at lease thirty (30) days prior written notice is provided to the College's Vice President and General Counsel. The defense and indemnification required by above Sections C, F and G shall be conditioned on the timely receipt of notification by St. Joseph's or the College, as applicable, of any claim served upon or received by the College or St. Joseph's and the cooperation of the party seeking such defense and indemnification in the investigation and defense of the claim. Any limits of insurance coverage specified in the Sections of this Article III shall be increased from time to time to equal the standard and usual coverage of policies issued by the Medical Liability Mutual Insurance Company in New York State.

I. The provisions and obligations under the above Sections of this Article III shall survive the term and termination or expiration of this Agreement.

IV. Term and Termination

The initial term of this Program Agreement shall commence on July 1, 2010 and shall continue until June 30, 2013, unless otherwise mutually agreed in writing. This Program Agreement shall automatically renew for one additional term of two years after the initial term unless at least eighteen (18) months prior written notice is provided by any party hereto to the other parties before the expiration of the initial term of this Program Agreement. This Program Agreement may be terminated at any time by the any party herein due, respectively, to the loss of accreditation of the College by the ACGME or its successor organization after the unsuccessful exhaustion of any appeals or the loss of accreditation by any hospital party hereto by The Joint Commission or its successor organization after the unsuccessful exhaustion of appeals, which termination shall take effect within the time specified in the notice of termination. This Program Agreement may also terminate upon prior written notice of at least ninety (90) days at any time prior to the approval of the Program by the ACGME. The insurance and indemnification provisions of Article III and each party's obligations thereto shall survive and continue in full force and effect in the event of any termination or expiration of this Program Agreement. Any academic or clinical appointments made in connection with this Program Agreement shall automatically terminate upon the termination or expiration of this Program Agreement. Similarly, any Hospital medical staff privileges made in connection with this Program Agreement shall also automatically terminate upon the termination of this Program Agreement.

V. Responsibility for Patient Care Services

Notwithstanding any other provision in this Agreement, Sound Shore and St. Joseph's each remain responsible for ensuring that any patient care service provided pursuant to this Program Agreement at their respective facility complies with all pertinent provisions of Federal, State and local statues, rules and regulations.

VI. Miscellaneous

1. Notices

All notices required to be given hereunder shall be given by personal delivery, certified mail, or overnight courier addressed to the following: Sound Shore to the President and Chief Executive Officer, Sound Shore Medical Center of Westchester, 16 Guion Place, New Rochelle, NY 10801; St. Joseph's to the President and Chief Executive Officer, Saint Joseph's Healthcare System, 703 Main Street, Paterson, NJ 07503, with a copy to the Vice President & General Counsel, Saint Joseph's Healthcare System, 703 Main Street, Paterson, NJ 07503; and to the College addressed to the President and Chief Executive Officer, New York Medical College, Valhalla, New York, 10595, with separate copies to the Provost and Dean of the School of Medicine and to the Vice President and General Counsel at the same address. Courtesy copies may also be transmitted by facsimile.

2. Entire Agreement

This Program Agreement, together with all exhibits, schedules and attachments hereto, contains the entire agreement between the parties hereto with respect to matters contemplated herein and supersedes all other prior written or oral negotiations, commitments or understandings with respect to the matters provided for herein. No amendment, modification or variation of the terms of this Agreement shall be valid unless made in writing and executed by the parties hereto.

3. Warranty

The parties hereto represent and warrant that the persons signing this Agreement on each party's behalf are duly authorized representatives of such party with full authority to enter into and sign this Agreement.

4. Governing Law

This Agreement and its interpretation shall be governed by the laws of the State of New York.

5. Integration with Affiliation Agreement

This Program Agreement shall be incorporated and made a part of the Affiliation Agreement between the parties hereto.

6. Executed Copies

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

NEW YORK MEDICAL COLLEGE
(SEAL)

By: _____ Dated: 10/21/10
Karl P. Adler, M.D.
President and Chief Executive Officer

ST. JOSEPH'S REGIONAL MEDICAL CENTER
(SEAL)

By: _____ Dated: 10/22/10
William A. McDonald
President and Chief Executive Officer

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
(SEAL)

By: _____ Dated: _____
John R. Spicer
President and Chief Executive Officer

5. Integration with Affiliation Agreement

This Program Agreement shall be incorporated and made a part of the Affiliation Agreement between the parties hereto.

6. Executed Copies

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

NEW YORK MEDICAL COLLEGE
(SEAL)

By: Karl P. Adler Dated: 10/27/10
Karl P. Adler, M.D.
President and Chief Executive Officer

ST. JOSEPH'S HEALTHCARE SYSTEM,
(SEAL)

By: _____ Dated: _____
William A. McDonald
President and Chief Executive Officer

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
(SEAL)

By: John R Spicer Dated: 9/28/10
John R. Spicer
President and Chief Executive Officer

FIRST AMENDMENT TO THE SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT

This **FIRST AMENDMENT TO THE SURGERY RESIDENCY TRAINING PROGRAM AGREEMENT** (hereinafter referred to as the "First Amendment") is entered into this 29th day of February, 2012, by and among **SOUND SHORE MEDICAL CENTER OF WESTCHESTER** (hereinafter referred to as "Sound Shore"), **ST. JOSEPH'S REGIONAL MEDICAL CENTER** (hereinafter referred to as "St. Joseph's"), and **NEW YORK MEDICAL COLLEGE** (hereinafter referred to as the "College").

WHEREAS, on October 21, 2012, the parties hereto entered into a Surgery Residency Training Program Agreement ("Program Agreement") concerning the establishment of a Surgery Residency Training Program (the "Program") under the Institutional Sponsorship of the College with Metropolitan Hospital Center as the primary site and with Sound Shore and St. Joseph's as major participating sites, as approved by the Accreditation Council for Graduate Medical Education ("ACGME"); and

WHEREAS, on November, 2011, the Program was approved by the ACGME; and

WHEREAS, the parties herein desire to amend the Program Agreement by this First Amendment,

NOW, THEREFORE, in consideration of these premises and the mutual agreement of the parties hereinafter set forth, the parties hereby agree as follows:

1. All of the terms and provisions of the Program Agreement are hereby reaffirmed and shall continue in full force and effect except as modified by this First Amendment.

2. Subsection 2 b., Section B of Articles II and subsection 2 b., of Section C of Article II are hereby amended to add the following new sentence:

   "Based on the parties' annual review for 2011/2012, the parties have agreed to pay Dr. Wallack additional compensation in the gross amount of $50,000, which amount is to be paid to the College in equal amounts of $25,000 by Sound Shore and St. Joseph's within thirty (30) days after the execution date of this First Amendment. The College shall pay such additional compensation to Dr. Wallack, less statutory withholdings and employee contributions, within thirty (30) days of its receipt of the payments from Sound Shore and St. Joseph's."

3. Subsection 2 e., Section B of Article II is amended by deleting the first sentence and by adding the following sentence in lieu thereof:

   "Sound Shore shall pay the College $75,000 for the period from July 1, 2010 to June 30, 2011, and effective July 1, 2011, $100,000 in each fiscal year thereafter to establish and maintain the necessary research and scholarly activity for the Program."

4. Subsection 2 e., Section C of Article II is amended by deleting the first sentence and by adding the following sentence in lieu thereof:

   "St. Joseph's shall pay the College $25,000 for the period from July 1, 2010 to June 30, 2011, and $75,000, effective July 1, 2011, in each fiscal year thereafter to establish and maintain the necessary research and scholarly activity for the Program."

5. The first sentence of Article IV is deleted and substituted with the following sentence in lieu thereof:

   "The initial term of this Program Agreement shall commence on July 1, 2010 and shall continue until June 30, 2014, unless otherwise mutually agreed in writing.

6. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

NEW YORK MEDICAL COLLEGE
(SEAL)

By: _____ Dated: 3/21/12
Karl P. Adler, M.D.
President and Chief Executive Officer

ST. JOSEPH'S REGIONAL MEDICAL CENTER
(SEAL)

By: _____ Dated: 3/19/12
William A. McDonald
President and Chief Executive Officer

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
(SEAL)

By: _____ Dated: 4/17/12
John R. Spicer
President and Chief Executive Officer

From: (914) 594-4567 Origin ID: ANIA
Karen Longo
New York Medical College
Office of the General Counsel
Administration Building, 2nd Floor
Valhalla, NY 10595

J13201306280326

Ship Date: 14JAN14
ActWgt: 1.0 LB
CAD: 100258356/INET3430

Delivery Address Bar Code

Ref #
Invoice #
PO #
Dept #

SHIP TO: (914) 594-4567 BILL SENDER
c/o GCG Inc.
Sound Shore Medical Center
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

WED - 15 JAN 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7976 3133 7161

43017
OH-US
LCK

NA OSUA

51AG1/D5EC/1A9E

RT 219 4 A
ST 21
7161
01.15

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
BENJAMIN OPOKU

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 11 2014

Name and Addresses Where Notices Should be Sent:
BENJAMIN OPOKU
4050 GRACE AVE #1
BRONX, NY 10466

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 3-30-13

3. DESCRIPTION OF CLAIM (IF KNOWN): SERVICES PROVIDED FOR NUCLEAR MED. DEPARTMENT.

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 2,100 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: BENJAMIN OPOKU
Title: _____
Company _____
Address and telephone number (if different from notice address above):

Telephone number: 917-400 4438

(Signature) 01-06-14 (Date)

email: bengee.omari@gmail.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01146
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

COPY

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PLACE
New Rochelle, NY 10802

Accounts Payable
Check Request

pre-file

Vendor Number
30425

Check to be drawn to:

Name: Benjamin Opoku
Street Address:
City, State and Zip:

Reason for Request:

Nuclear Technologist coverage
See attached time card
Total hours: 42 x $50/hr = $2100 CD
DATE of Service is 3/30/13

Invoice Number	Invoice Date Mo/Day/Year	Charge To Cost Center	Distribution Amount
33013	3-30-13	5320-796	$2,100

CHECK TOTAL $2,100 CD

Requested Issue Date:

X Return Check to (Please print):
Tom Trusolo
RAD Person 3689
Department Extension

☐ Business office should mail check.

☐ Enclosures to accompany check are attached.

Check requested by date 6/3/13

Administrative Approval date 6/3/13

Pre-file

Opoku, Benjamin

5320

Nuclear 4-6-13

	IN	OUT	Reg. Hrs. / O.T. Hrs.	SUMMARY HOURS
Su				Regular 42 / 39.5
M	M 754	M 511	8.5 / 1hr	O.T. Reg.
T	Tu 754	Tu 402	7.5	O.T. Prem
W	W 753	W 415	7.5	Sick
T	Th 754	Th 600	9.5 / 2hrs	Vacation
F	FR 754	FR 531	9.0 / 1.5hrs	Hol. Reg.
S				Hol. Prem.
Su				Other
M	M 757	M 500	8.5 / 1hr	TOTAL HOURS
T	Tu 755	Tu 405	7.5	Comments:
W	W 800	W 400	7.5	42 3/30
T	Th 754	Th 401	7.5	
F	FR 759	FR 500	8.5 / 1hr	39.5 4/6 PAID
S				
TOTAL PAID HOURS				

NOT PAID

29th

PAID

$2,100

Employee Signature

Supervisor Signature

6/3/13

13-22840-rdd Doc 1135-16 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 14) Pg 4 of 43

BENJAMIN OPOKU
4050 Grace Ave. #1
Bronx, NY 10466

NEW YORK NY 100
03 JAN 2014 PM 14

SOUND SHORE MEDICAL CENTER
C/O GCG, INC.
P.O BOX 9982
DUBLIN, OH 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
OPTICAL ARCHIVES

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. JAN 21 2014

Name and Addresses Where Notices Should be Sent:
OPTICAL ARCHIVES
550 MAMARONECK AVE STE 501
HARRISON, NY 10528

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 9-8-12 TO 3-4-13

3. DESCRIPTION OF CLAIM (IF KNOWN): SCANNING FINANCIAL RECORDS

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 3,645.04 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: EUGENE SINGER
Title: PRESIDENT, OWNER
Company: _____
Address and telephone number (if different from notice address above):
_____
_____
_____
Telephone number: 914-777-1010 email: ESINGER102@AOL.COM

Eugene Singer (Signature) 1-16-14 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01194
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

DATE: JANUARY 15, 2014

DEBTOR: The Mount Vernon Hospital, Inc.

Creditor: Optical Archives Vendor Id:6694
550 Mamaroneck Ave Ste 501
Harrison, NY 10528
914-777-1010

Date	Invoice #	$ Amt
9-8-12	6105	$726.88
4-1-13	8049	612.22
1-1-13	8052	478.24
1-14-13	8058	541.38
3-4-13	8083	1,286.32
TOTAL		3,645.04

Subj: **RE: Note from Gene Singer**
Date: 1/14/2014 8:42:54 A.M. Eastern Standard Time
From: mvitarelli@sshsw.org
To: ESinger102@aol.com
Gene

Did you submit claim forms to the courts for your unpaid invoices. Please see below for what A/P has in the system pre-filing for SS – no unpaid invoices for MVH

Thanks

APDI010C ACCOUNTS PAYABLE 1/14/14
Hosp 100 SSMC INVOICE SEARCH 08:40:19

Ln	Inv Num	SN	Chk Dt	Vend ID	Vend Nme	PO Num	Voucher	Stat	Amount
01	8039	001	1/13/13	6694	OPTICAL	NR17349	647171	APRV	2532.78
02	8038	001	1/13/13	6694	OPTICAL		647894	APRV	2881.52
03	8042	001	1/13/13	6694	OPTICAL	NR17349	649021	APRV	926.94
04	8052	001	2/09/13	6694	OPTICAL	NR17349	651832	APRV	478.24
05	8068	001	3/10/13	6694	OPTICAL	NR17349	652685	APRV	944.16
06	8067	001	3/10/13	6694	OPTICAL	NR17349	652700	APRV	519.82
07	8051	001	2/09/13	6694	OPTICAL	NR17349	652701	APRV	992.46
08	8059	001	2/13/13	6694	OPTICAL	NR17349	652702	APRV	1118.32
09	8058	001	2/13/13	6694	OPTICAL	NR17349	652704	APRV	541.38
10	8086	001	4/13/13	6694	OPTICAL	NR17349	653673	APRV	2214.42
01	8083	001	4/13/13	6694	OPTICAL	NR17349	653674	APRV	1286.32
02	8095	001	4/13/13	6694	OPTICAL	NR17349	654943	APRV	835.80
03	8087	001	4/13/13	6694	OPTICAL		655206	APRV	1878.10
04	8052	002	5/01/13	6694	OPTICAL	NR17349	655213	APRV	933.56
05	8049	001	5/01/13	6694	OPTICAL	NR17349	655778	APRV	612.22
06	6105	001	10/08/12	6694	OPTICAL	NR17349	656597	APRV	726.88
07	8050	001	5/01/13	6694	OPTICAL	NR17349	656604	APRV	1133.16
08	8062	001	3/10/13	6694	OPTICAL	NR17349	657066	APRV	952.70
09	9039	001	6/01/13	6694	OPTICAL	NR17349	657881	APRV	2614.96
10	9035	001	6/01/13	6694	OPTICAL	NR17349	659483	APRV	1334.06

$25,457.80 TOTAL

MT VERNON $3,645.04
S SHORE 21,812.76

From: ESinger102@aol.com [mailto:ESinger102@aol.com]
Sent: Monday, January 13, 2014 4:36 PM
To: Vitarelli, MaryAnn
Subject: Note from Gene Singer

Hi Mary Ann:
Can I get a summary of my unpaid bills from Sound Shore and Mt Vernon that they have in the system before the bankrupcy filing?
What paperwork do I have to do to file for the banckrupcy court?
My only claims are bills in the system to be paid.
Thanks,

Gene Singer
914-261-0077

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
9/8/2012	6105

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/8/2012			

Quantity	Item Code	Description	Price Each	Amount
5,192	Scanning	SCANNING MT. VERNON HOSPITAL EXPLANATION OF BENEFITS VOLUMES 270 - 280: 5,192 PAGES	0.14	726.88
		.	0.00	0.00

Total $726.88

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
4/1/2013	8049

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/1/2013			

Quantity	Item Code	Description	Price Each	Amount
4,373	Scanning	SCANNING MT. VERNON HOSPITAL EXPLANATION OF BENEFITS VOLUMES 327 -336: 4,373 PAGES	0.14	612.22
			0.00	0.00

Total $612.22

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
1/10/2013	8052

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/10/2013			

Quantity	Item Code	Description	Price Each	Amount
3,416	Scanning	SCANNING MT. VERNON HOSPITAL EXPLANATION OF BENEFITS VOLUMES 306 - 313: 3,416 PAGES	0.14	478.24
		.	0.00	0.00

Total $478.24

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
1/14/2013	8058

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/14/2013			

Quantity	Item Code	Description	Price Each	Amount
3,867	Scanning	SCANNING MT. VERNON HOSPITAL EXPLANATION OF BENEFITS VOLUMES 306 - 313: 3,867 PAGES	0.14	541.38
.		.	0.00	0.00

Total $541.38

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
3/14/2013	8083

Bill To	Ship To
MT. VERNON ACCTS PAYABLE DEPT C/0 SOUND SHORE MEDICAL 16 GUION PLACE NEW ROCHELLE, N.Y. 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/14/2013			

Quantity	Item Code	Description	Price Each	Amount
9,188	A/P	Scanning Accounts Payables to CD VOLS 908 - 927 Includes pickup and return of documents, removal of staples, converting data to CD and linking images of checks and vendor documents to the database retrieval system on the hard disk.	0.14	1,286.32
		No sales tax .	0.00	0.00

Total $1,286.32

Claims
Entered 06/29/15 14:27:20
Filed 06/29/15 Pg 13 of 43
(Part 14)
Doc 11356
3-12840-cgd

FedEx Express Package US Airbill

FedEx Tracking Number 8027 0057 9641

Form ID No. 0215

SPH1

Recipient's Copy

1 From

Date 1-16-14

Sender's Name Eugene Singer Phone 914 261-0077

Company OPTICAL ARCHIVES

Address 550 MAMARONECK AVE STE 501

Dept/Floor/Suite/Room

City HARRISON State NY ZIP 10528-1609

2 Your Internal Billing Reference

3 To

Recipient's Name SoundShore Medical Phone

Company GCG

Address 5151 BLAZER PRWAY Ste A

We cannot deliver to P.O. boxes or P.O. ZIP codes

Dept/Floor/Suite/Room

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City DUBLIN State OH ZIP 43017

0103710983

8027 0057 9641

4 Express Package Service * To most locations.

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs.
For packages over 150 lbs., use the FedEx Express Freight US Airbill.

Next Business Day

- ☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- ☑ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available

5 Packaging * Declared value limit $500.

☑ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

☐ SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required — Package may be left without obtaining a signature for delivery.

☐ Direct Signature — Someone at recipient's address may sign for delivery. *Fee applies.*

☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

Does this shipment contain dangerous goods?

One box must be checked.

☑ No ☐ Yes — As per attached Shipper's Declaration. ☐ Yes — Shipper's Declaration not required. ☐ Dry Ice — Dry ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

☐ Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No. ☐

☑ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages 1 Total Weight ____ lbs. Credit Card Auth.

†Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

611

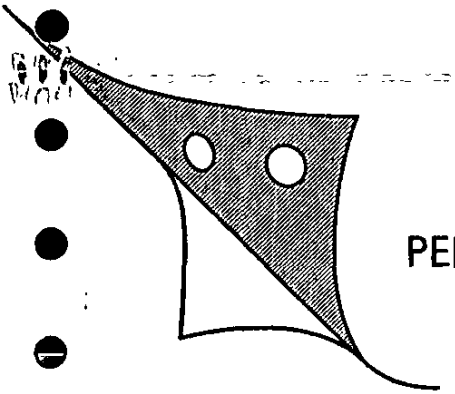
Rev. Date 2/12 • Part #163134 • ©1994–2012 FedEx • PRINTED IN U.S.A. SRS

fedex.com 1.800.GoFedEx 1.800.463.3339

fedex.com 1.800.GoFedEx 1.800.463.3339

Peel-and-Stick FedEx Express Package US Airbill

1. Complete front page of the Airbill.
2. Retain "Sender's Copy" for your records.
3. Remove label backing.
4. Adhere Airbill to front of package.
   Please DO NOT remove "FedEx Copy."



PEEL FROM THIS CORNER.

13-22840-dd Doc 113-16 Filed 06/29/23 Entered 06/29/23 14:27:20 Claims (Part 14) Pg 14 of 43

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: *This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).*

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☑ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
OPTICAL ARCHIVES

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

Name and Addresses Where Notices Should be Sent:
OPTICAL ARCHIVES
550 MAMARONECK AVE STE501
HARRISON, NY 10528

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

THE GARDEN CITY GROUP INC. JAN 21 2014

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 6694 VENDOR ID

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 12-14-12 TO 5-2-13

3. DESCRIPTION OF CLAIM (IF KNOWN): SCANNING FINANCIAL RECORDS

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 21,812.76 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: EUGENE SINGER
Title: PRESIDENT OWNER
Company: _____
Address and telephone number (if different from notice address above):

Eugene Singer (Signature) 1-16-14 (Date)

Telephone number: 914-777-1010 email: ESINGER102@AOL.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01195
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Subj: **RE: Note from Gene Singer**
Date: 1/14/2014 8:42:54 A.M. Eastern Standard Time
From: mvitarelli@sshsw.org
To: ESinger102@aol.com
Gene

Did you submit claim forms to the courts for your unpaid invoices. Please see below for what A/P has in the system pre-filing for SS – no unpaid invoices for MVH

Thanks

APDI010C ACCOUNTS PAYABLE 1/14/14
Hosp 100 SSMC INVOICE SEARCH 08:40:19

Ln	Inv Num	SN	Chk Dt	Vend ID	Vend Nme	PO Num	Voucher	Stat	Amount
01	8039	001	1/13/13	6694	OPTICAL	NR17349	647171	APRV	2532.78
02	8038	001	1/13/13	6694	OPTICAL		647894	APRV	2881.52
03	8042	001	1/13/13	6694	OPTICAL	NR17349	649021	APRV	926.94
04	8052	001	2/09/13	6694	OPTICAL	NR17349	651832	APRV	478.24
05	8068	001	3/10/13	6694	OPTICAL	NR17349	652685	APRV	944.16
06	8067	001	3/10/13	6694	OPTICAL	NR17349	652700	APRV	519.82
07	8051	001	2/09/13	6694	OPTICAL	NR17349	652701	APRV	992.46
08	8059	001	2/13/13	6694	OPTICAL	NR17349	652702	APRV	1118.32
09	8058	001	2/13/13	6694	OPTICAL	NR17349	652704	APRV	541.38
10	8086	001	4/13/13	6694	OPTICAL	NR17349	653673	APRV	2214.42
01	8083	001	4/13/13	6694	OPTICAL	NR17349	653674	APRV	1286.32
02	8095	001	4/13/13	6694	OPTICAL	NR17349	654943	APRV	835.80
03	8087	001	4/13/13	6694	OPTICAL		655206	APRV	1878.10
04	8052	002	5/01/13	6694	OPTICAL	NR17349	655213	APRV	933.56
05	8049	001	5/01/13	6694	OPTICAL	NR17349	655778	APRV	612.22
06	6105	001	10/08/12	6694	OPTICAL	NR17349	656597	APRV	726.88
07	8050	001	5/01/13	6694	OPTICAL	NR17349	656604	APRV	1133.16
08	8062	001	3/10/13	6694	OPTICAL	NR17349	657066	APRV	952.70
09	9039	001	6/01/13	6694	OPTICAL	NR17349	657881	APRV	2614.96
10	9035	001	6/01/13	6694	OPTICAL	NR17349	659483	APRV	1334.06

$25,457.80 TOTAL
MT VERNON $3,645.04
S SHORE 21,812.76

From: ESinger102@aol.com [mailto:ESinger102@aol.com]
Sent: Monday, January 13, 2014 4:36 PM
To: Vitarelli, MaryAnn
Subject: Note from Gene Singer

Hi Mary Ann:
Can I get a summary of my unpaid bills from Sound Shore and Mt Vernon that they have in the system before the bankrupcy filing?
What paperwork do I have to do to file for the banckrupcy court?
My only claims are bills in the system to be paid.
Thanks,

Gene Singer
914-261-0077

DATE: JANUARY 15, 2014

DEBTOR: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

CREDITOR: Optical Archives Vendor Id:6694
550 Mamaroneck Ave Ste 501
Harrison, NY 10528
914-777-1010

Date	Invoice #	$ Amt
12-14-12	8042	926.94
1-14-13	8059	1,118.32
1-10-13	8051	992.46
2-8-13	8067	519.82
2-8-13	8068	944.16
12-14-12	8039	2,532.78
4-1-13	8050	1.133.16
4-1-13	8052	933.56
2-8-13	8062	952.70
3-14-13	8086	2,214.42
3-14-13	8087	1,878.10
3-1413	8095	835.80
5-2-13	9035	1,334.06
12-14-12	8038	2,881.52
5-2-13	9039	2,614.96
TOTAL		$ 21,812.76

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
12/14/2012	8042

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			12/14/2012			

Quantity	Item Code	Description	Price Each	Amount
6,621	Scanning	SCANNING SOUND SHORE HOSPITAL EXPLANATION OF BENEFITS VOLUMES 3569 -3588: 6,621 PAGES	0.14	926.94
			0.00	0.00

Total	$926.94

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
1/14/2013	8059

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			1/14/2013			

Quantity	Item Code	Description	Price Each	Amount
7,988	Scanning	SCANNING SOUND SHORE HOSPITAL EXPLANATION OF BENEFITS VOLUMES 397 - 411: 7,988 PAGES	0.14	1,118.32
		.	0.00	0.00

Total $1,118.32

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
1/10/2013	8051

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			1/10/2013			

Quantity	Item Code	Description	Price Each	Amount
7,089	Scanning	SCANNING SOUND SHORE HOSPITAL EXPLANATION OF BENEFITS VOLUMES 397 - 411 7,089 PAGES	0.14	992.46
		.	0.00	0.00

Total $992.46

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
2/8/2013	8067

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			2/8/2013			

Quantity	Item Code	Description	Price Each	Amount
3,713	Scanning	SCANNING MT. VERNON HOSPITAL EXPLANATION OF BENEFITS VOLUMES 314 - 319: 3,713 PAGES	0.14	519.82
		.	0.00	0.00

Total $519.82

(5)

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
2/8/2013	8068

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			2/8/2013			

Quantity	Item Code	Description	Price Each	Amount
6,744	Scanning	SCANNING SOUND SHORE HOSPITAL EXPLANATION OF BENEFITS VOLUMES 412 - 421: 6,744 PAGES	0.14	944.16
		.	0.00	0.00

Total $944.16

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
12/14/2012	8039

Bill To	Ship To
MS DENISE WYCHE SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802 ATT: PAYROLL DEPT	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			12/14/2012			

Quantity	Item Code	Description	Price Each	Amount
14,473	Scan & Index	Scanning and Indexing Time Cards VOLS 2226 - 2282 .	0.175 0.00	2,532.78 0.00

Total $2,532.78

(7)

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
4/1/2013	8050

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			4/1/2013			

Quantity	Item Code	Description	Price Each	Amount
8,094	Scanning	SCANNING SOUND SHORE HOSPITAL EXPLANATION OF BENEFITS VOLUMES 434 - 447: 8,094 PAGES	0.14	1,133.16
		.	0.00	0.00

Total $1,133.16

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
4/1/2013	8052

Bill To	Ship To
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802 Attention: Mary Ann Vitarelli	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/1/2013			

Quantity	Item Code	Description	Price Each	Amount
5,704	Scanning	Accounts Payable Pages Scanned to CD Vols 4259 - 4275	0.12	684.48
5,704	Prep/Index	Document Preparation and Indexing Includes pickup and return of documents, removal of staples, converting data to optical disk database system, linking images of checks and vendor documents to the database retrieval system on the hard disk.	0.02	114.08
1	Sound Shore M	CD-ROMS and backup	135.00	135.00

Total $933.56

9

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
2/8/2013	8062

Bill To	Ship To
MS DENISE WYCHE SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			2/8/2013			

Quantity	Item Code	Description	Price Each	Amount
5,444	Scan & Index	Scanning and Indexing Time Cards VOLS 2283 - 2302 5,444 images .	0.175 0.00	952.70 0.00

Total $952.70

(10)

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
3/14/2013	8086

Bill To	Ship To
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802 Attention: Mary Ann Vitarelli	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/14/2013			

Quantity	Item Code	Description	Price Each	Amount
14,853	Scanning	Accounts Payable Pages Scanned to CD Vols 4226 - 4258	0.12	1,782.36
14,853	Prep/Index	Document Preparation and Indexing Includes pickup and return of documents, removal of staples, converting data to optical disk database system, linking images of checks and vendor documents to the database retrieval system on the hard disk.	0.02	297.06
1	Sound Shore M	CD-ROMS and backup	135.00	135.00

Total $2,214.42

(11)

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
3/14/2013	8087

Bill To	Ship To
MS DENISE WYCHE SOUND SHORE MEDICAL CENTER 16 GUION PLACE NEW ROCHELLE, NY 10802 ATT: PAYROLL DEPT	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			3/14/2013			

Quantity	Item Code	Description	Price Each	Amount
10,732	Scan & Index	Scanning and Indexing Time Cards VOLS 2303 - 2340 .	0.175 0.00	1,878.10 0.00

Total $1,878.10

T2

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
3/14/2013	8095

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/14/2013			

Quantity	Item Code	Description	Price Each	Amount
5,970	Scanning	SCANNING SOUND SHORE HOSPITAL EXPLANATION OF BENEFITS VOLUMES 422 - 433 5,970 PAGES	0.14	835.80
		.	0.00	0.00

Total $835.80

(13)

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
5/2/2013	9035

Bill To	Ship To
SOUND SHORE MEDICAL CENTER FINANCE DEPARTMENT 16 GUION PACE NEW ROCHELLE, NY 10802 ATTENTION:ANGEL VERGEZ	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
nr173496			5/2/2013			

Quantity	Item Code	Description	Price Each	Amount
6,128	Scanning	SCANNING SOUND SHORE HOSPITAL EXPLANATION OF BENEFITS VOLUMES 448 -461: 6,128 PAGES	0.14	857.92
3,401	Scanning	EXPLANATION OF BENEFITS VOLUMES 337 - 345: 3,401 PAGES	0.14	476.14
		.	0.00	0.00

Total $1,334.06

(14)

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
12/14/2012	8038

Bill To	Ship To
Sound Shore Medical Center *16 Guion Place* New Rochelle, NY 10802 Attention: Mary Ann Vitarelli	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/14/2012			

Quantity	Item Code	Description	Price Each	Amount
19,618	*Scanning*	*Accounts Payable Pages Scanned to CD* Vols 4168 - 4225	0.12	2,354.16
19,618	Prep/Index	Document Preparation and Indexing Includes pickup and return of documents, removal of staples, converting data to optical disk database system, linking images of checks and vendor documents to the database retrieval system on the hard disk.	0.02	392.36
1	Sound Shore M	CD-ROMS and backup	135.00	135.00

Total $2,881.52

15

OPTICAL ARCHIVES

550 Mamaroneck Avenue
Suite 503
Harrison, NY 10528

Invoice

Date	Invoice #
5/2/2013	9039

Bill To
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802 Attention: Mary Ann Vitarelli

Description	Amount
Accounts Payable Pages Scanned to CD Vols 4276 - 4317	2,125.68
Document Preparation and Indexing Includes pickup and return of documents, removal of staples, converting data to optical disk database system, linking images of checks and vendor documents to the database retrieval system on the hard disk.	354.28
CDs and backup	135.00
Total	$2,614.96

52

FedEx Express Package US Airbill

FedEx Tracking Number: 8027 0057 9641

Form ID No.: 0215

SPH1

Recipient's Copy

1 From

Date: 1-16-14

Sender's Name: Eugene Singer Phone: 914 261-0077

Company: OPTICAL ARCHIVES

Address: 550 MAMARONECK AVE STE 501

Dept./Floor/Suite/Room

City: HARRISON State: NY ZIP: 10528-1609

2 Your Internal Billing Reference

3 To

Recipient's Name: SoundShore Medical Phone:

Company: GCG

Address: 5151 BLAZER PRWAY Ste A

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address:

Use this line for the HOLD location address or for continuation of your shipping address.

City: DUBLIN State: OH ZIP: 43017

HOLD Weekday — FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday — FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0103710983

8027 0057 9641

4 Express Package Service

* To most locations.

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs. For packages over 150 lbs., see the FedEx Express Freight US Airbill.

Next Business Day*

- ☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- ☑ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging

* Declared value limit $500.

☑ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

☐ SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required — Package may be left without obtaining a signature for delivery.

☐ Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.

☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods? One box must be checked.

☑ No ☐ Yes — As per attached Shipper's Declaration. ☐ Yes — Shipper's Declaration not required. ☐ Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

☐ Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No. ☐

☑ Sender — Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages: 1 Total Weight: ____ lbs. Credit Card Auth.

†Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

611

Rev. Date 2/12 • Part #163134 • ©1994–2012 FedEx • PRINTED IN U.S.A. SRS

fedex.com 1.800.GoFedEx 1.800.463.3339

Entered 06/29/15 14:27:20 Claims
Filed 06/29/15 Pg 33 of 43
(Part 1)
13-22840-rdd Doc 1135-16

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ Sound Shore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Osprey Biomedical Corp.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP, INC. JAN 11 2014

Name and Addresses Where Notices Should be Sent.
Osprey Biomedical Corp
2629 Manhattan Beach Blvd
Redondo Beach, CA 90278

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify: _____

2. DATE DEBT WAS INCURRED (IF KNOWN).

3. DESCRIPTION OF CLAIM (IF KNOWN):
Allograft Tissue Implanted Surgically during Patient Procedures

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 27,515 (Total)

5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6 SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents If the documents are not available, explain If the documents are voluminous, attach a summary

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box

☒ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Jeri Orzeck
Title: Operational Accounting Mgr.
Company: Osprey Biomedical Corp

(Signature) _____ (Date) 11/6/2014

Address and telephone number (if different from notice address above).

Telephone number: 310-796-5680 email: jorzeck@ospreybiomedical.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01143
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

INVOICE

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION



3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone 310.796.5680
fax 310.796.5624
web site ospreybiomedical.com

Invoice To:

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR169568

Case date
3-23-12

Invoice #:
12586

Invoice Date:
03/23/2012 60 D

Payment Due Date:
04/23/2012 5/16/12

Category/Description	Quantity	Amount
9–08 – Eagle Cortical Cancellous – 8mm	1	$2,200.00/ea
Shipping – Shipping	1	$52.00/ea

P[illegible]t – M.P.
D[illegible]r – Boytea, Cristian
Distributor – Mark Howat

Subtotal $2,252.00
Payment/Credit Applied
Taxes
Total Invoice Ammount $2,252.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175–0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

rms: Payment is due Net 30 days from the date of invoice. An interest charge of 1% per month will be applied to all overdue accounts.

INVOICE

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION



3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone **310.796.5680**
fax **310.796.5624**
web site **ospreybiomedical.com**

Invoice To:
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR168236

Case date
1-27-12

Invoice #:
14197
Invoice Date:
08/01/2012
Payment Due Date:
10/27/2012

Category/Description	Quantity	Amount
8-08 – Eagle Cortical – 8mm	1	$2,200.00/ea
8-08 – Eagle Cortical – 8mm	1	$2,200.00/ea
JHG- 01P – DBM PUTTY 1cc	1	$595.00/ea
Shipping – Shipping	1	$47.00/ea

Patient – A,J
Doctor – Boytea, Cristian
Distributor – Mark Howat

Subtotal $5,042.00
Payment/Credit Applied
Taxes
Total Invoice Ammount $5,042.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175-0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

Terms: Payment is due Net 30 days from the date of invoice. An interest charge of 1% per month will be applied to all overdue accounts.

INVOICE

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION



3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone 310.796.5680
fax 310.796.5624
web site ospreybiomedical.com

Invoice To:
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR171206

Case date
6-11-12

Invoice #:
15637

Invoice Date:
08/01/2012

Payment Due Date:
09/03/2012

Category/Description	Quantity	Amount
9–07 – Eagle Cortical Cancellous –7mm	1	$2,200.00/ea

Patient –
Doctor – ,
Distributor – Mark Howat

Subtotal	$2,200.00
Payment/Credit Applied	
Taxes	
Total Invoice Ammount	$2,200.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175–0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

Terms: Payment is due Net 30 days from the date of invoice. An interest charge of 1% per month will be applied to all overdue accounts.

INVOICE

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION



3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone **310.796.5680**
fax **310.796.5624**
web site **ospreybiomedical.com**

Invoice To:
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR170558 case date 5-15-12

Invoice #:
17706

Invoice Date:
11/14/2012

Payment Due Date:
12/10/2012

Category/Description	Quantity	Amount
9–08 – Eagle Cortical Cancellous – 8mm	1	$2,200.00/ea

Patient – P.C.
Doctor – Boytea, Cristian
Distributor – Mark Howat

Subtotal	$2,200.00
Payment/Credit Applied	
Taxes	
Total Invoice Ammount	$2,200.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175–0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

Terms: Payment is due Net 30 days from the date of invoice. An interest charge of 1% per month will be applied to all overdue accounts.

INVOICE

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION



3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone 310.796.5680
fax 310.796.5624
web site ospreybiomedical.com

Invoice To:
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR175629

Invoice #:
19922
Invoice Date:
03/01/2013
Payment Due Date:
04/29/2013

Category/Description	Quantity	Amount
9–07 – Eagle Cortical Cancellous –7mm	1	~~$1,880.00~~/ea
9–08 – Eagle Cortical Cancellous – 8mm	1	~~$1,880.00~~/ea

Patient – K.S.
Doctor – ,
Distributor – Mark Howat

Subtotal $3,760.00
Payment/Credit Applied
Taxes
Total Invoice Ammount $3,760.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175–0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

Terms: Payment is due Net 30 days from the date of invoice: An interest charge of 1% per month will be applied to all overdue accounts.

INVOICE

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION

OSPREY BIOMEDICAL CORP
3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone 310.796.5680
fax 310.796.5624
web site ospreybiomedical.com

6-10-13- Pymt Recd
6-13-13- Check Returned - unpaid
"Stop Payment"

Invoice To:
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR176006

Invoice #:
19930
Invoice Date:
03/15/2013
Payment Due Date:
04/29/2013

Category/Description	Quantity	Amount
8–08 – Eagle Cortical – 8mm	1	~~$1,880.00~~/ea
9–09s – Eagle Cortical Cancellous – 9mm	1	$0.00/ea
9–09s – Eagle Cortical Cancellous – 9mm	1	~~$1,880.00~~/ea
JHG–01P – DBM PUTTY 1cc	1	~~$476.00~~/ea

Patient – D.L.
Doctor – ,
Distributor – Mark Howat

Subtotal $4,236.00
Payment/Credit Applied
Taxes
Total Invoice Ammount $4,236.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175–0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

Terms: Payment is due Net 30 days from the date of invoice. An interest charge of 1% per month will be applied to all overdue accounts.

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION

OSPREY BIOMEDICAL CORP

INVOICE

6-10-13 Pymt Recvd
6-13-13 Check Returned - Unpaid "Stop Payment"

3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone 310.796.5680
fax 310.796.5624
web site ospreybiomedical.com

Invoice To:

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR176172

Invoice #:
20348

Invoice Date:
03/27/2013

Payment Due Date:
05/30/2013

Category/Description	Quantity	Amount
9-08 – Eagle Cortical Cancellous – 8mm	1	$1,880.00/ea
9-09s – Eagle Cortical Cancellous – 9mm	1	~~$1,880.00~~/ea
Shipping – Shipping	1	$75.00/ea

Patient – T.S.
Doctor – ,
Distributor – Mark Howat

Subtotal $3,835.00
Payment/Credit Applied
Taxes
Total Invoice Ammount $3,835.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175-0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

Terms: Payment is due Net 30 days from the date of invoice. An interest charge of 1% per month will be applied to all overdue accounts.

INVOICE

ADVANCED HEALING
THROUGH
MEDICAL INNOVATION



3701 Highland Ave., Suite 203
Manhattan Beach, California 90266
telephone 310.796.5680
fax 310.796.5624
web site ospreybiomedical.com

Invoice To:
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

Purchase Order #:
NR177635

Invoice #:
21579
Invoice Date:
05/22/2013
Payment Due Date:
08/23/2013

Category/Description	Quantity	Amount
9–07 – Eagle Cortical Cancellous –7mm	1	$1,995.00/ea
9–08 – Eagle Cortical Cancellous – 8mm	1	$1,995.00/ea

Patient – G, B
Doctor – ,
Distributor – Mark Howat

Subtotal $3,990.00
Payment/Credit Applied
Taxes
Total Invoice Ammount $3,990.00

Please mail payment to:
Osprey Biomedical Corp
Box 510793 Philadelphia, PA 19175–0793
Attn: Accounts Receivable – Please call 310.796.5680 with any questions.

Terms: Payment is due Net 30 days from the date of invoice. An interest charge of 1% per month will be applied to all overdue accounts.

OSPREY
BIOMEDICAL CORP.
2625 MANHATTAN BEACH BLVD
REDONDO BEACH, CA 90278

Sound Shore Medical Center
c/o GC G, Inc.
PO Box 9982
Dublin, OH 43017-5982

FOREVER
USA
A9663 12 19202355

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
RALPH OYAGUE

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 13 2014

Name and Addresses Where Notices Should be Sent:
RALPH OYAGUE
CLINTON CORR. FAC.
P.O. BOX 2000-1
DANNEMORA, N.Y. 12929

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated. _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☒ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other(Specify): Value of Legal Services

2. DATE DEBT WAS INCURRED (IF KNOWN): October 22, 2013 to - October 29, 2013 - November 7, 2013

3. DESCRIPTION OF CLAIM (IF KNOWN):
modification order motion w/letter (9/27/13 - 9/29/13) ; Proposal Settlement/letter/w- proofs of claims.

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 6500.00 (SIXTY-FIVE HUNDRED DOLLARS)
(Total)
claim also letters, proposals, research, and valuable resource materials,& time, etc.;

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim (enclosed)

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: RALPH OYAGUE
Title: _____
Company: _____
Address and telephone number (if different from notice address above):
_____
_____
_____
Telephone number: _____

Ralph Oyague (Signature) JANUARY 2, 2014 (Date)

email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01148
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982

 SSM0204504034

RALPH OYAGUE 96A0918
PO BOX 2000-1
DANNEMORA, NY 12929

Re: Sound Shore Medical Center of Westchester, *et al.* - *Case No. ROBERT D. DRAIN (the "Debtor")*

GCG, Inc. **("GCG")** is the claims and noticing agent in the Debtor's Chapter 11 proceeding. Your proof of claim form (the **"Claim"**) has been received and recorded as follows:

Date Received: 08/09/2013
Claim Number: 121

Please be advised that the first page of your Claim is accessible to the public through the case administration website, www.gcginc.com/cases/soundshore/. *You are strongly encouraged to review your claim on the website by clicking on the Claims Register/Creditor Search link and then entering your claim* number. Please contact GCG toll free at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com if your claim includes any personally identifiable information ("PII"). PII includes a social security number, driver's license number, account number, credit or debit card information (including password, access code or PIN#), etc. At your direction, GCG will redact the PII from your Claim. GCG, however, is not authorized to provide legal advice or instructions regarding preparation or modification of your Claim.

**Please note that this acknowledgement is not an indication that your Claim has been accepted or allowed as filed. All claims must be submitted in hard copy, either by mail or hand delivery. Claims submitted via email or facsimile may be objected to and disallowed on that basis. If your claim was submitted via email or facsimile, you must submit a hard copy on or before the bar date for filing claims in this case. All claims are subject to review and possible objection. A claim may be removed from the claims register if a claim is found to be a duplicate of another filed claim by the same creditor. It is the claimant's obligation to continually check and review any claims filed on the claims register.*

GCG, Inc.

September 27, 2013

Ralph Oyague 96A0918
Clinton Correctional Facility
P.O. Box 2000-1
Dannemora, N.Y. 12929

GARFUNKEL WILD, P.C.
c/o Burton S. Weston, Esq.
Attorney For Debtors
111 Great Neck Road
Great Neck, N.Y. 11021

RE: MODIFICATION OF STIPULATION & AGREED ORDER
In Re: OYAGUE V MOUNT VERNON HOSPITAL, ET.AL.
CHAPTER 11 - Case No. 13-22840 (RDD)

Dear Mr. Weston;

Please find enclosed a modification to the stipulation Order issued by your firm. It is my hope that some concessions be made in my behalf considering my incarcerated status and limited accessibility resources. Also, that provision be made as professional courtesy by your office to provide copies of this modification to your associates. If not, an extension of time is requested by this claimant to the court.

I hope that we can also agree to the modifying provisions I outlined enclosed herein are acceptable in lieu of consolidation of all claims regarding this matter, and that an equitable and fair resolution is attained for all concerned.

Thank you for your consideration.

Very Truly Yours,
Ralph Oyague
Ralph Oyague

cc: Hon. Robert D. Drain

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:
THE MOUNT VERNON HOSPITAL, INC.
(0115); and AFFILIATIONS - SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et.al.

Debtors.

CHAPTER 11
Case No. 13-22840 (RDD)
(Jointly Administered)

STIPULATION AND AGREED ORDER
MODIFICATION AND AUTOMATIC STAY
OPTION FOR RESOLUTION PROCESS
AND LIMITING RECOVERY TO AVAILABLE
INSURANCE

By Ralph Oyague, Claimant- Claim No. 121

THIS CAUSE coming before the court on the agreement between THE MOUNT VERNON HOSPITAL, INC., SOUND SHORE MEDICAL CENTER OF WESTCHESTER, and other Debtors, and Debtors-in-Possession, (Collectively, The DEBTORS) and Ralph Oyague, (The CLAIMANT), to modify the Resolution Process and The Automatic Stay, in connection with this action against the Debtors, but limiting all recovery solely to any available insurance coverage; as Claimant has filed proof of claim in this matter and claim has been assigned an index claim no. 121, with the Court being fully advised of the following agreement but subject to these necessary modifications:

A. First, Claimant request the Court's indulgence in submission of this Modification solely to the hard copy presented herein, as the Claimant is an incarcerant/pro se practitioner at the Clinton Correctional Facility, and has no means or accessibility of submission by electronic format for the Court's case filing, and is limited to a non-memory old personal typewriter at this time for submissions, and therefore cannot submit numerous copies

to the various debtors. Alternatively, an extension of time of about 30 days can assure that this creditor will be able to make the required copies and comply with the submission requirements. Since time constraints did not allow this creditor to comply otherwise, unless principle counsel agrees to submit the copies to the associate debtor representatives.

B. Please note that the submission of the Chapter 11 Stipulation was sent by Debtor's attorney postmarked September 17, 2013, and had not arrived until September 21, 2013, with the 44 page brief and cover letter that this creditor had to digest and respond by September 30, 2013, which is the earliest this modification could have been sent out.

C. Notwithstanding, on May 29, 2013, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code requesting among other things, approval of mandatory claims resolution process to resolve certain medical malpractice and related-indemnification claims against the debtors; and enjoining any medical malpractice action against certain of the debtors' medical professionals and certain other further relief, including a response withing 7 days of receipt of the Stipulation for review by this court.

D. After review of the Chapter 11 Stipulation the court is considering, this creditor has no objection to the approval of the claims resolution process but would like modification that does not deny waiver of of the resolution process in the event the automatic stay option, which is for the purpose of permitting this claimant and debtors to negotiate outside of the jurisdiction of this court, is not fruitful. A 90 day limit to the automatic stay is hereby proposed unless an extension is requested by both parties, but limiting all recovery solely to any available insurance coverage. Additionally, creditor would temporarily waive all related claims against the debtors and medical professionals unless a compromised resolution is not forthcoming.

E. Subject to the condition outlined in paragraph "D", the claimant objects to the following:

1. The 5,000 dollar amount enumerated within the Stipulation in paragraph 3, 14, and the Order requests on page eight debases any equitable intent on the debtors to fair resolution negotiation process. Any amount stated would be part and parcel of a confidential negotiation process and a low ball figure like that may prejudice any future mediator for resolution. It seems the debtors are taking unwarranted liberties in stating that amount because of creditor's incarcerated status, which has no bearing on the actual damages sought. (Note to Debtor)... Any prior modest resolution offer by claimant was conditioned on the severance of hospital liability in anticipation of a substantial settlement from the other claims, one indemnified and the other against the State medical employees staff. There is one other claim relating to collateral damage from this medical malpractice claim as a recent surgery attempted to fix. Claimant has separate proof of claims for each of these claims.

2. If consolidation of all claims were sought and agreed to by this claimant, the debtors would have to agree to separate negotiable payments for each viable proof of claim to arrive at the aggregate settlement agreement prior to acceptance of consolidation.

3. All medical malpractice claims are stayed with the exception and allowance of the future claim mentioned in #2 above about the collateral damage. Consolidation would be contingent on the court excepting the claim and subject to Debtors' notification of the collateral claim and subject to consolidation agreement resolution that the debtors' are seeking, unless the debtors agree to inclusion of this cause of action as a separate negotiated payment settlement to the inclusion with the others.

4. The appointment of a mediator by the debtors violates the "neutral third party" aspect of 28 USC §651(a) as a potential conflict of interest and should be appointed by the magistrate to assure neutrality and fairness.

5. Regarding mediation attendance, the creditor is an incarcerant in a State Correctional Facility and it will be understood that failure to attend a mediation conference is subject to the debtors' representatives' to draft a Habeas Corpus Ad Testificadum for the court to sign and have claimant delivered to the mediation sessions. All costs associated with this will be borne by the debtors'.

6. All other costs associated with the expense of the mediator will be borne completely by the debtors as a recompense to the agreement of limited liability and consolidation of all current and future claims.

7. The automatic stay option imposed in the Chapter 11 cases pursuant to section 362(a) of the Bankruptcy Code, as extended by the Order, is hereby modified for the primary purpose of allowing the Action to proceed to Judgement or settlement in a forum other than this court, provided however, that a) any recovery by the claimant in the action against the debtors or the medical professionals shall be limited solely to any available insurance coverage of the debtors or medical professionals as the case may be; b) If for some reason thru good faith attempts, the parties cannot come to an equitable resolution, the claimant does not waive his right to negotiate thru the Mandatory Claims Resolution Process; c) Other than as set forth in (a) above, the claimant withdraws with prejudice any and all claims filed against the debtors or the medical professionals; and will, d) waive and release any and all future claims against each of the debtors and medical professionals, and, e) each party shall bear its own legal fees and defense

costs, with the exception of related fees and expenses in connection with mediation, and legal, and costs associated with the habeas corpus ad testificadum for bringing claimant to mediation appointments from his incarcerated venue.

8. In accordance with this modification, the debtors have agreed to modify the automatic stay to permit the claimant to liquidate the claim but limiting all recovery solely to any available insurance coverage. It being understood that the claimant does not waive his option for the mandatory claim resolution process in the event claimant and debtors are not able to come to a resolution, and agrees to a 90 day period for this purpose.

WHEREAS, THE COURT acknowledges these modifications and authorizes the Debtors to agree in principle or to enter and file stipulations modifying the automatic stay option and the claims resolution process.

WHEREFORE, the claimant respectfully request that the court enter an order in substantially the form provided by the debtors with these necessary modifications, granting the relief requested and acknowledging in principle the concerns outlined herein.

DATED: September 27, 2012

AGREED TO IN FORM AND SUBSTANCE:

GARRUTTEL WILD, P.C.

By: _____

Burton S. Weston
Afsheen A. Shah
Adam T. Berkowitz
111 Great Neck Rd.
Great Neck, N.Y. 11021

RALPH OYAGUE, CLAIMANT

By: Ralph Oyague

RALPH OYAGUE
Clinton Correctional Facility
P.O. Box 2000-1
Dannemora, N.Y. 12929

SO ORDERED: _____

CERTIFICATE OF SERVICE BY MAIL

STATE OF NEW YORK)
) ss.:
COUNTY OF CLINTON)

I, RALPH OYAGUE, hereby certify that I am the plaintiff herein and served a copy of the following document(s): LETTER DATED SEPTEMBER 27, 2013 TO GARFUNKEL WILD, P.C. AND STIPULATION AND AGREED ORDER MODIFICATION FOR RESOLUTION PROCESS & AUTOMATIC STAY

on

GARFUNKEL WILD, P.C.	CLERK OF THE COURT c/o
ATTORNEY FOR DEBTORS	CHAMBERS OF HON. ROBERT D. DRAIN
at: c/o BURTON S. WESTON	UNITED STATES BANKRUPTCY COURT
111 GREAT NECK ROAD	300 QUARROPAS STREET
GREAT NECK, N.Y. 11021	WHITE PLAINS, N.Y. 10601

By mailing and depositing a true and correct copy of said document(s) in a mailbox located at: CLINTON CORRECTIONAL FACILITY, P.O. BOX 2000-1, DANNEMORA, N.Y. 12929

On the following date: September 29, 2013

I certify that the following is true and correct.

Dated: 9/29/13

Ralph Oyague
(Signature)

RALPH OYAGUE
P.O. BOX 2000-1
DANNEMORA, N.Y. 12929

October 22, 2013

Ralph Oyague 96A0918
Clinton Correctional Facility
P.O. Box 2000-1
Dannemora, N.Y. 12929

Counsel For Debtors
And Debtors in Possession
c/o GARFUNKEL WILD, P.C.
111 Great Neck Road
Great Neck, N.Y. 11021

RE: PROPOSE OFFER FOR SETTLEMENT

SIRS:

In an effort to liquidate and expedite these medical malpractice claims, I have taken the initiative to appraise you and the committee of all the pre petition medical malpractice claims I have an a post petition one that is anticipated along with the proof of claims so that, the Debtors can decide whether to consolidate or to cull some of the claims herein, for the purpose of minimizing present and future liabilities and preserve judicial economy. There is an option open to the Debtors in the event they would like to reconsider consolidation.

In the event the Debtors are resolute to consolidation, I have laid out what I think is a reasonable offer to the Debtors for enjoining all claims, past, present, and future, with the unique option of Severability of any of the claims or inclusion with the pro rata option if you so wish. I personally would prefer expeditious consolidation for both our mutual benefit so that the Claim Resolution Process can be skipped over.

I have presented to you here all possible exposures the Debtors could anticipate so that perhaps we can come to terms. Please advise.

Very Truly Yours,

Ralph Oyague

Ralph Oyague

cc: file

OFFER FOR RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Agreement") is made on this following date, _____, 2013, by Ralph Oyague, the claimant, and the SOUND SHORE MEDICAL CENTER, ALL ITS AFFILIATE DEBTORS, MEDICAL PROFESSIONALS, ET.AL., referred to as (THE DEBTORS).

1. For the Purposes of this offer to settle, resolve, or otherwise dispose of these medical malpractice claims and potential indemnification affiliates, medical professionals, and/or current or former employees, and other professionals providing medical services, any agreement will be considered under the auspices of the Stay Modification Option in the event of mutual agreement.

2. Claimant served a complaint in a lawsuit entitled, "RALPH OYAGUE v. STEVEN D. SCHWARTZ, M.D., P.C., and THE MOUNT VERNON HOSPITAL", index no. 4289/09, and whereas the Defendants answered the Complaint as separate respondents, and whereas the claimant, Ralph Oyague, and the Defendants, singularly collectively, as (THE DEBTORS) desire to voluntarily and fully settle all claims, controversies, and disputes among and between them relating to this lawsuit, where claimant has alledged the Debtors caused claimant to be injured in a past, present, and foreseeable future manner relating to regarding procedures rendered prior to and during a June 22, 2007, surgical procedure performed at the Mount Vernon Hospital.

3. Claimant understands that subject to the committee approval procedures, settlement shall be construed as an allowed unsecured non priority claim, and holder thereof shall receive a pro rata distribution from the medical malpractice reserve that will be established under a Plan provided forthwith in a executor's trust fund to be established by the Debtors for the holder subject to an initial agreed payment of $10,000 that will be in two parts and deducted from the aggregate amount settled on.

4. Any Counteroffer, shall acknowledge each and every portion of of the claims outlined herein, with some valuable consideration for each debtor, or collective portion of debtors as per each individual claim, in the same manner as brought here to arrive at the counteroffer, thereby giving-valuable consideration to each of the claims mentioned herein in basically the same format stating what, if any, deviation is asserted and the reasons if applicable.

5. Now Therefore, for good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledges, the parties mutually agree as follows:

RELEASE AND DISCHARGE: In consideration for the payment specified herein, itemizing each and every Debtor as per their concern individually, and collectively, agree to a payment of $850,000 Dollars as an aggregate sum to release and discharge, First, Dr. Steven D, Schwartz M.D.,P.C., in the amount of $250,000 Dollars; Y. Estrada, indemnified employee at the Mount Vernon Hospital who assisted in the surgery, $125,000 Dollars; The Mount Vernon Hospital it-itself, along with any other medical professionals who also assisted, $75,000 Dollars.

With regard to any of the other professional medical indemnified staff who associated and collaborated with Dr. Schwartz, and worked in conjunction as alledged contributors to this claimant's past, present, and future debilitating injury to this claimant, and does not work at the Mount Vernon Hospital, a separate complaint was filed and served in a lawsuit entitled, "RALPH OYAGUE V STATE OF NEW YORK, claim index no. 117462, where these medical professionals are indemnified. As to this claim and in valuable consideration thereof in the amount of $150,000 Dollars, claimant releases and discharges as part and parcel of this resolution, and discharges any potential indemnification claim that may be asserted in any future potential shared liability.

With respect to related future post petition claims that may arise, claimant asserts that there is only one that is related to this claim that is anticipated to be filed in the future. That claim pertains to the collateral damaged injury caused by this malpractice damage, to wit: The opposite leg left knee sustained considerable damage from the years of favoring and leaning on it while walking culminating in menicus tears, ligament damage, bakers' cysts and severe osteoarthritis, requiring surgery on August 6, 2013, along with follow up care further debilitating claimant. A Notice of Intent with the proof of claim is enclosed.

Whereas in consideration for the payment of $250,000 Dollars, by and behalf of the Debtors and all their respective assigns likewise, from any present other affiliates, the Creditor herein, on his own behalf, and on behalf of his successors, heirs, beneficiaries, attorneys, insurers, agents, and representatives, hereby forever releases and discharges the Debtors and all their respective assigns likewise, from any and all past, present and future claims, demands, obligations, actions, causes of action, whether based on tort, contract, or other theory of recovery which the claimant did anticipate or which may hereafter accrue, or may grow out of or into a Lawsuit.

PAYMENT: In consideration of the promises and releases contained in this agreement and in full and final settlement of all claims the claimant or the Debtors could have against one another, the Defendants agree to make the payment of $850,000 (Eight Hundred Fifty Thousand Dollars). Debtors agree to establish and pay for an established Executor's Trust Fund made for and under the sole jurisdiction of Ralph Oyague, where pro rata distribution of the settlement will be sent within a confined designated time span if the Debtors choose to do so rather than a one lump payment. This agreement will be subject to an immediate payment by certfied check of $10,000 Dollars at the time of agreement, $5,000 Dollars when agreement is established, and the other $5,000 within 60 days thereafter. The attorney assigned the fiduciary duty of establishing the Executor's Trust Fund will contact the holder and advise him accordingly. The two $5,000 Dollar certified checks shall be sent to the following address:

RALPH OYAGUE 96A0918
CLINTON CORRECTIONAL FACILITY
P.O. BOX 2000-1
DANNEMORA, N.Y. 12929

DELIVERY OF STIPULATION OF DISCONTINUANCE. With the Execution of this agreement, the Claimant agrees to execute a stipulation of discontinuance of the Lawsuits. Claimant agrees that the Debtors' Counsel will subsequently execute and file the Stipulation of Discontinuance for each court index case with the Clerk of the Court this agreement entails.

NOTE TO THE STIPULATION: The Post Petition matter will be sent to the attention of the Attorney General of New York State in Albany since a court index has not yet been assigned.

NO ADMISSION: By agreeing to mediate the Medical Malpractice Claims through this settlement offer, The Debtors are not acknowledging or admitting any liability in connection with the medical malpractice claims.

SEVERABILITY: If any portion or portions of this agreement may be held invalid as to any of the claims in this agreement, or the Debtors feel that there is no justification for inclusion of any of the claims set herein, or if the Debtors feel that they want to minimize exposure at this time, the Debtors have the option of withdrawing that portion or claim, allowing the claimant to further pursue this claim, but all remaining provisions of this agreement shall otherwise remain in full force and effect and the option claim will be construed as if such portion has no jurisdiction and a stipulation of that portion will be deducted from the aggregate settlement. This portion so stipulated however, will allow the claimant to pursue such claim in the courts. The $10,000 Dollar portion of the agreement will remain in effect regardless.

NOTE TO THIS CLAIM AGREEMENT: A Proof of Claim is accompanied herein for each portion of the claims. Some proof of claim may have extended proofs on multiple claims or multiple defendants. The Mount Vernon Hospital portion has already been submitted to the Debtors Counsel.

VOLUNTARY AGREEMENT: I Ralph Oyague do hereby stipulate that I am the sole representative of these lawsuits, and have voluntarily elected not to include legal counsel at this juncture, and have the authority to execute this agreement to the extent necessary. As such, I wrote, read, and agree to this agreement, and made it fair in the interest of both parties to resolve and conclude these matters in an expediant manner. If the Debtors' counsel and committee agree in principle the offerings set herein, please advise.

By: Ralph Oyague

RALPH OYAGUE, Claimant
Clinton Correctional Fac.
P.O. Box 2000-1
Dannemora, N.Y. 12733

Sworn to before me this,
29th day of October, 2013.

Keith A. Rebideau

NOTARY

KEITH A. REBIDEAU
Notary Public, State of New York
No. 01RE6034390
Qualified in Clinton County
Commission Expires December 13, 2013

November 7, 2013

Ralph Oyague 96A0918
Clinton Correctional Facility
P.O. Box 2000-1
Dannemora, N.Y. 12929

Garfunkel Wild, P.C.
Counsel for Debtors
and Debtors in Possesion
111 Great Neck Road
Great Neck, N.Y. 11021

Re: Case No. 13-22840 (RRD)
Chapter 11 - Bankruptcy Court

SIRS:

Please find enclosed four Proof of Claims that are currently pertinent to your conditional concerns for resolution of all claims of this creditor claimant and the various medical professionals involved in the medical malpractice actions. I already submitted to you one regarding the the proof of claim of the Mount Vernon Hospital's culpatory admissions to collaboration with the medical professionals involved.

One of the Proof of Claims is a Notice of Intention to file a future post petition claim for collateral damages done as a result of the substandard care medical malpractice cases of two current pre-petition claims of the right knee. A proposal offer for settlement will follow. Please excuse the fact that these proof of claims are not stapled as the stapler is not functioning.

The first proof of claim herein was submitted to the Court of Claims involving Dr. Schwartz in collaboration with medical professionals who are employees of the Dept. of Corrections under the auspicies of the State of New York. The index number of this matter is Claim No. 117462. All the medical professionals involved are indemnified by the State.

Pertinent in this claim is the misdiagnosis of the tears in the meniscus, a untreated bakers cyst, and the time it took to diagnose properly. The first MRI made light of the severity of the problem in its assessment of the problem and mistook a "mild degenerative change" in the medial joint compartment of the right knee for tears that were existing at the time.

Dr. Schwartz negligently took the perceived assessment of the MRI results submitted here as fact without reviewing the films himself at the office visit and made a self diagnostic impression based on appearance and the impressions made by the Albany Medical Center who performed the MRI. This error could have been minimized if he scheduled a follow-up visit with the MRI films to view for the purpose of substantiating his impressions. This was not done and as a result this claimant fought with the Department of Corrections medical staff for a follow up visit with Dr. Schwartz which was constantly denied me despite not being able to walk properly, visible swelling around the entire knee, and complaining of excruciating pain.

After several grievances, complaints, and family intercession phone calls, I was finally sent back to see Dr. Schwartz, bearly walking. He ordered another MRI and this time it identified meniscal tears and two months later I was brought in for surgery. The MRI ordered was also a couple months wait. It took two years from the time of the injury to finally get diagnosed properly and get the surgery. The bakers cyst was not treated.

The second proof of claim enclosed is a lawsuit made in the Supreme Court, County of Sullivan, under the index no. 4289-09. This lawsuit is against Dr. Schwartz individually, and as a private corporation in collaboration with The Mount Vernon Hospital and its professional medical employees. It contains the Operative Report of Dr. Schwartz that describes him performing the surgery with an assistant medical professional, a podiatry resident of the Mount Vernon Hospital, et.al.

The Operative Report further describes on page 3, that he saw a, "tear present over the posteromedial corner of the medial meniscus as well

and the anterior horn of the medial meniscus that, "appeared" to have been torn at one time". Because of the scarring present, Dr. Schwartz determined erroneously that this was now healed and made a conscious decision to ignore this area to the plaintiff's detriment.

What this scarring shows, however, was the length of time that this claimant suffered as the "tears" went undiagnosed to the point of misdiagnosis in the first MRI of the latent tears that worsened contributed to the osteoarthritis of the knee, along with the bakers cyst. The time of this suffering is noted on the following page 4, where Dr. Schwartz states that this claimant suffered 2 years with tears, clicking and snapping, tenderness, pain, and swelling, and that the injury was confined to the right knee only at that time. He acknowledges also that a bakers cyst was present that was ignored.

Soon after the surgery, about 4 or 5 months later, the tears reoccurred due to the failure and omissions made during the first surgery. In fact the pain never subsided before or after the 1st surgery even though some healing may have been apparent to Dr. Schwartz. When I saw the surgeon 9 months later, he determined the tears reoccurred and that another surgery was necessary. By this time, I lost confidence in Dr. Schwartz and requested another surgeon for a second opinion for the purposes of him performing the revision surgery.

Dr. Schwartz recommended another surgeon, Dr. Holder. The medical professional staff at the Sullivan Correctional Facility who collaborated with Dr. Schwartz in the treatment of my right knee, denied this request for a second opinion with deliberate indifference to the pain I was suffering and insisted that Dr. Schwartz perform the revision surgery. Having to file more grievances and complaints, I finally got another surgeon which took about 8 months. He first tried injections to see if this would remedy the excruciating pain. When this didn't work, he performed the revision surgery that corrected the omissions of the first surgery. Since the knee was unstabled by then, any corrective benefits received from the first surgery, was lost. This revision

surgery took another 2 years to perform after the first surgery totaling 4 years. Claimant has had to live with the osteoarthritis that developed from delays, misdiagnosis, and medical malpractice attributed to the first surgery.

The third proof of claim submitted here is a summary review of the medical records described above and professional medical consultants' impressions from that review. This was done by outside consultants that specialize in medical malpractice evaluations.

The fourth proof of claim submitted herein is a post petition future claim for collateral damage resulted from the medical malpractice/negligence of the events described above. Due to the burden of leaning or favoring my good leg when walking all these years, waiting for the right knee to be properly treated, stress tears developed on the right knee resulting in great pain and suffering, and caused this claimant to have corrective surgery to the other (left) knee.

Again, the Sullivan Correctional Facility medical professional chose to feign concern and offered inferior treatments (home exercise, physical therapy) rather then send me to an orthopedist to get evaluated. This, despite an x-ray showing some abnormality in my left knee. This deliberate indifference on the part of the professional medical staff at the Sullivan Correctional facility was in retaliation for the law suits and not allowing Dr. Schwartz to do the revision surgery of the right knee. The facility medical provider even removed surreptitiously two appointment visits I had with him and a male nurse appointment I had from my medical records file that would implicate him as negligent to my left knee problem. It took a change in facility location and one more year of suffering of the same or greater pain than I suffered with my right knee, to get the MRI and corrective surgery for my left knee. Osteoarthritis also developed and another bakers cyst on my left knee due to the delay and evaluative proper treatment. The surgery took one year from the onset of the symptoms.

The Notice of Intent to file this claim is for the collateral damage done as a result of the medical malpractice claim of the right knee as oppose to another medical malpractice claim. Although I would reserve the right to change the nature and issues of the future claim.

This summarizes the extent of the claims, current and future that is pertinent to the resolution of this creditor with all of the inclusions you had wanted. Please advise of your interest or concerns.

Very Truly Yours,

Ralph Oyague

Ralph Oyague

cc: file

encls. 4 Proof of Claims, and Offer to Settle

Court of Claims
State of New York

JUSTICE BUILDING
BOX 7344, CAPITOL STATION
ALBANY, NEW YORK 12224

(518) 432-3411

Richard E. Sise
Presiding Judge

Robert T. DeCataldo
Chief Clerk

October 14, 2009

Ralph Oyague 96 A 0918
Sullivan Correctional Facility
Box 116, Riverside Drive
Fallsburg, NY 12733-0116

Dear Sir/Madam:

This will acknowledge receipt in this office on September 30, 2009 of the Claim of:

RALPH OYAGUE 96 A 0918 v. DR. SIDORWITZ, DR. SCHWARTZ, AND THE STATE OF NEW YORK

If payment of the filing fee is not received in this office in accordance with the attached order, your claim will be dismissed.

Said Claim has been filed in this office as of September 30, 2009, subject to whatever legal objections may apply thereto and has been given: **Claim No. 117462**.

It is our determination that this Claim accrued in Sullivan County.

Pursuant to §206.6(f) of the Unified Rules for the Court of Claims, it is extremely important that you advise the Court of any change of address in the event you are transferred to another facility or released. Please continue to file all original pleadings and the required number of copies with the Clerk's office in Albany.

Very truly yours,

Robert T. DeCataldo
Chief Clerk

RTD/ees
cc: Office of the Attorney General - Order Attached

Please see attached Order

Form 3105A (Rev 7/97)

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD

5/23/05

Inmate #	Name	Facility Name	Date of Birth
96A0918	Oyague, Rolph	Fishkill	8/30/52

Subjective RN C/O

Objective Inmate requires elbow sleeve

Assessment Permit extended

Plan 1 pair of hygiene pads issued

Problem # Inmate Last Name Oyague

DIN 96A0918 Location

Date 5/4/05 Time

Meds Ordered: Code No.

Signature/Provider # [signature] Nurse Transcribing Order/Prov. # 283 Date/Time

---

Subjective RN S/C IM C/O (R) KNEE BUCKLING & HAS PAIN

Objective ✓ KNEE POSTERIOR of (R) KNEE HAS A LUMP 4x6 CM OVAL IN SHAPE & UNKNOWN THICKNESS

Assessment

Plan IM ISSUED KNEE SLEEVE X 30 DAYS. IM TO SEE MD & ISSUED IM MAY HAVE CLARITIN 10MG PO DAILY FOR SEASONAL ALLERGIES X 60 DAYS YES NO

Problem # Inmate Last Name Oyague

DIN 96A0918 Location DS330

Date 5/16/05 Time

Meds Ordered: Code No.

Signature/Provider # [signature] Nurse Transcribing Order/Prov. # 289 Date/Time

---

Subjective Renew or DC

Objective Prilosec 20 mg po BID x90 days

Assessment

Plan 289 5/17/05

Problem # Inmate Last Name Oyague

DIN 96A0918 Location

Date 5/17/05 Time

Meds Ordered: Code No.

Signature/Provider # [signature] Nurse Transcribing Order/Prov. # Date/Time

For TB Codes, see 12/12/91 email addendum

052- Chickenpox
055- Measles
0700 Hepatitis A
070- Hepatitis B
0701 Hepatitis C-
071- Immune Status to Hepatitis B
072- Mumps
090- Syphilis
098- Gonorrhea
200- Solid Malignant Neoplasm
201- Liquid Malignant Neoplasm
250- Endocrine Metabolic Disorder, Including Diabetes
279- HIV Negative lab test
2790 HIV Asymptomatic
2791 HIV Asymptomatic on Treatment
2792 HIV Symptomatic
296- Affective Disorder
316- Other Serious Mental Disorder
345- Epilepsy
355- Nervous System and Sense Organ Disorder
369- Blindness
387- Deafness
401- Hypertension
429- Heart Disease
493- Asthma
519- Chronic Respiratory System Disease
579- Chronic Digestive System Disease
598- Chronic Urinary System Disease
739- Significant Musculoskeletal Disease
959- Major Physical Disability
V220 Pregnancy

Form 3105A (Rev 7/97) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES MD - 6/20

AMBULATORY HEALTH RECORD

Inmate #	Name	Facility Name	Date of Birth
96A0918	Oyague, Ralph	Sullivan	8/30/52

Subjective PA: EVAL CYST (R) Knee

Problem #

Inmate Last Name Oyague

DIN 96A0918 Location DS 230

Objective (R) knee full ROM tender medial TF joint line, MCL, LCL, ACL all stable, machiurray neg NV intact pulses 2+

Date 6/7/05 Time

Meds Ordered: Code No.

Assessment (R) knee Baker's cyst

Plan copy to pharmacy @ 253 / Xray (R) knee d/c naproxen Arthrotec 50mg po daily #30 x 2

Signature/Provider # 290 JM Smith PAC Nurse Transcribing Order/Prov. # Date/Time

Subjective ROSC at this time - limps behind (R) Knee is gone.

Problem #

Inmate Last Name Oyague

DIN 96A0918 Location DS 230

Objective Inmate stats while walking fast he felt it pop behind his (R) knee. Still has pain in

Date 6/10/05 Time

Meds Ordered: Code No.

Assessment

Plan (R) Knee radiates down to ankle MD 6/20

Signature/Provider # C Chowdhury Nurse Transcribing Order/Prov. # 253 Date/Time 6/10/05

Subjective Eval (R) knee 188lbs.

Problem #

Inmate Last Name Oyague

DIN 96A0918 Location

Objective 146/84 T 98.8 97% 74, 18 (R) knee s/s apt (reviewed + reports) SHU complaining pain Jg s/p Mekelsky ref to ortho

Date 6/20/05 Time

Meds Ordered: Code No.

Assessment

Plan

Signature/Provider # Nurse Transcribing Order/Prov. # Date/Time

For TB Codes, see 12/12/91 email addendum	098- Gonorrhea	296- Affective Disorder	493- Asthma
052- Chickenpox	200- Solid Malignant Neoplasm	316- Other Serious Mental Disorder	519- Chronic Respiratory System Disease
055- Measles	201- Liquid Malignant Neoplasm	345- Epilepsy	579- Chronic Digestive System Disease
0700 Hepatitis A	250- Endocrine Metabolic Disorder, including Diabetes	355- Nervous System and Sense Organ Disorder	598- Chronic Urinary System Disease
070- Hepatitis B	279- HIV Negative lab test	369- Blindness	739- Significant Musculoskeletal Disease
0701 Hepatitis C	2790 HIV Asymptomatic	387- Deafness	959- Major Physical Disability
071- Immune Status to Hepatitis B	2791 HIV Asymptomatic on Treatment	401- Hypertension	V220 Pregnancy
072- Mumps	2792 HIV Symptomatic	429- Heart Disease	
090- Syphilis	295- Schizophrenia		

7/17/05 07:49:19 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
SC478 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 -DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 05186069.01M
REFERRAL DATE : 06/20/05 11:03A TELEMED: N<N> REFERRAL TYPE : INITIAL
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE

REFERRED BY: WLADYSLAW SIDOROWICZ, MD APPOINTMENT: 07/19/05 09:00A
REVIEWED BY: WLADYSLAW SIDOROWICZ, MD POS: GREEN HAVEN CORRECTIONAL
PROV: SCHWARTZ, STEPHEN-ORT

REASON FOR CONSULTATION: USER: 06/20/05 11:03A CASOUUS
(ORTOPEDIC EVALUATION FOR CORTISON INJ.WITH HX OF R KNEE PAIN AND RUPTURE)
(BAKER'S CYST.STILL COMPLAINS OF PAIN,NOT GOOD CANDIDATE FOR NSAID'S DUE TO)
(HX OF SEVERE DERD ESOPHAGITIS AND SCHATZKI RING.)
( )
( )

CONSULTANT REPORT:

53 yo ♂ c (R) knee pain x 3mth ago.
Hx inj of cortisone. Had pain & constant discomfort.
was able to walk.
He was given rubber elastic bandage appl.
Inguinal Bulge ↓ but pain migrated down
calf c/s. Both calves at was ↑ pain c any locking
effusion. Big swelling ace ↑ pain c any locking
P.E. Good. ROM Both knees but rest calf.
He has pitting n pop. area.
Dx.- ① Baker cyst c rupture
② Rupture plantar tendon
Rx- Allow Med MRI (R) knee to
rule out.

SOSchwartz 7/19/05

CONSULTANT SIGNATURE: _____ DATE: __/__/__
Order after MRI

IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __/__/__

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

96A0918

ALBANY MEDICAL CENTER

Albany Medical Center Hospital
43 New Scotland Avenue
Albany, New York 12208
Phone: (518) 262-8440

Printed: 08/29/2005 11:09:57

Patient Name:	OYAGUE, RALPH	**Sex:**	M
DOB:	08/30/1952	**Pt. Class:**	X
Accession No:	1773582	**Order No:**	90001
Med. Rec. No:	990100960918	**Pt NS/Room:**	-
Ordering Dr:	WLADYSLAW SIDOROWICZ, MD	**Attending Dr:**	WLADYSLAW SIDOROWICZ, I
Patient Phone:	( ) -	**Visit Number:**	000000004788

Final Report

DATE OF EXAM: **Aug 23 2005**

MRI KNEE-RIGHT (Acc#:1773582):

CLINICAL HISTORY: Right knee pain; evaluate for internal derangement or Bakers cyst.

RESULT: TI and T2-weighted images of the right knee were obtained with and without fat suppression in three planes.

There is soft tissue edema overlying the medial collateral ligament. The MCL is intact. The ACL, PCL, lateral collateral ligament, quadriceps, and patellar tendons are intact. The medial and lateral patellar retinaculums are unremarkable.

There is mild internal globular degeneration of the anterior horn of the lateral meniscus. There is no discrete linear tear extending to the superior or inferior articular surface or the free edge. The posterior horn and body of the lateral meniscus and the medial meniscus are normal in appearance.

There is mild loss of the normal articular cartilage in the medial joint compartment. There is mild increased T2 signal within the medial femoral condyle without discrete subchondral cyst formation.

There is a small Bakers cyst. There is no joint effusion.

IMPRESSION:

1. **Small Bakers cyst.**
2. **Grade I strain of the medial collateral ligament.**
3. **Mild degenerative change in the medial joint compartment.**

TEST RESULTS REVIEWED
Clinician initials [illegible] Date 9-2-05
____ Appt with clinician needed 9/23
_✓_ F/U at routine clinic visit Ortho gradual (Jaw)
____ Results W.N.L. for patient
If checked; notification slip sent
RN initials [illegible] Date 9/2/05

WLADYSLAW SIDOROWICZ MD
RIVERSIDE DRIVE
SULLIVAN CORRECTIONAL FACILITY
SO FALLSBURG NY 127330116

Report Reviewed by:
PHUONG VINH MD
Read by : LOUIS DOMENICO MD
Report Reviewed & Signed by:
PHUONG VINH MD
Signed On: Aug 31 2005 9:27A
Transcriptionist: MAG On : Aug 30 2005 5:21P

9/22/05 7:45:40 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC475 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OTAGUE, RALPH DIN: 96A0918 DOB: 05/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 05270563.01M
REFERRAL DATE : 09/02/05 08:44A TELEMED: N<N> REFERRAL TYPE : FOLLOW-UP
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE

REFERRED BY: SCHWARTZ, STEPHEN-DNT APPOINTMENT: 09/23/05 09:00A
REVIEWED BY: WLADYSLAW SIDOROWICZ, MD. POS: FISHKILL RMU
PROV: SCHWARTZ, STEPHEN-DNT

REASON FOR CONSULTATION: USER: 09/02/05 08:44A CSYOWUS
(F/U 6 WKS WITH R KNEE BAKER CYST RUPTURE AND MEDIAL COLLATERAL LIGAMENT STR)
(AIN GR I POST MRI (REPORT ENCLOSED) AS RECOMMENDED.NEDS:ARTHROTEC .)
( )
( )
( )

CONSULTANT REPORT:

S: Is there some reason that the [illegible] could not be done?

O: Sx- Pain medial lt. knee. Spontaneous pain. Pain completely unrelated to activity. No falling. No swelling. No locking.

MRI Baker cyst
MCL strain ?
OA med compartment

Dx: Pt Sx appear to arthritis in nature at the present. Surgical attention to Baker cyst does not appear pertinent at the time. Trial of OA Rx authorize 75 mg qd. Pain med Rx

Posted/reviewed FH 9/23/05 SM

CONSULTANT SIGNATURE: _____ DATE: 9/23/05

cc ld
MLC

* FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY ____ / ____

CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

JSA (Rev 7/97)

STATE OF NEW YORK : DEPARTMENT OF CORRECTIONAL SERVICES

EKG 10-6
PA 9/29

AMBULATORY HEALTH RECORD

Inmate #	Name	Facility Name	Date of Birth
96A0918	Oyague, Rolph	Sullivan	3/30/52

Subjective PA - Flu mRI

Problem #

Inmate Last Name Oyague

DIN 96A0918 Location

Objective

Date 9/23/05 Time

Meds Ordered: Code No.

Assessment NS

Plan Noted 9/29 PA Appt 9/29 please reschedule

Signature/Provider # 290 Smith, PAC Nurse Transcribing Order/Prov. # Date/Time

Subjective PA: Flu mRI

Problem #

Inmate Last Name Oyague

DIN 96A0918 Location

Objective (R) knee heel/toe walker
squats OK, rom in place
ROM: MCL, LCL, ACL all stable
mc effusion N/V intact, meniscal

Date 9/29/05 Time

Meds Ordered: Code No.

Assessment DJD (R) knee

Plan continue ibuprofen as prescribed
home exercises discussed
quad sets & straight leg raises
demonstrated

Signature/Provider # Nurse Transcribing Order/Prov. # Date/Time

Subjective EKG

Problem #

Inmate Last Name Oyague

DIN 96A0918 Location

Objective ~~Ht 5'11"~~ ~~BP 134/74~~
Wt 189 BP 110/70

Date 9/29/05 Time

Meds Ordered: Code No.

Assessment

Plan Reschedule 10-6-05

Signature/Provider # C. Hinam Nurse Transcribing Order/Prov. # 270 Date/Time 9-29-05

For TB Codes, see 12/12/91 email addendum	098- Gonorrhea	295- Affective Disorder	493- Asthma
052- Chickenpox	200- Solid Malignant Neoplasm	316- Other Serious Mental Disorder	519- Chronic Respiratory System Disease
055- Measles	201- Liquid Malignant Neoplasm	345- Epilepsy	579- Chronic Digestive System Disease
0700 Hepatitis A	250- Endocrine Metabolic Disorder, including Diabetes	355- Nervous System and Sense Organ Disorder.	598- Chronic Urinary System Disease
070- Hepatitis B	279- HIV Negative lab test	369- Blindness	739- Significant Musculoskeletal Disease
0701 Hepatitis C	2790 HIV Asymptomatic	387- Deafness	959- Major Physical Disability
071- Immune Status to Hepatitis B	2791 HIV Asymptomatic on Treatment	401- Hypertension	V220 Pregnancy
072- Mumps	2792 HIV Symptomatic	429- Heart Disease	
090- Syphillis	295- Schizophrenia		

STATE OF NEW YORK DEPARTMENT OF CORRECTIONAL SERVICES **INMATE GRIEVANCE PROGRAM** **SUPERINTENDENT**	GRIEVANCE NO. SUL/16630/06	DATE FILED 6/12/06
	FACILITY Sullivan Correctional Facility	POLICY DESIGNATION Institution
	TITLE OF GRIEVANCE Wants to see Orthopedist	CLASS CODE 33
	SUPERINTENDENT'S SIGNATURE James J. Walsh, Superintendent	DATE 6/13/06
GRIEVANT R. Oyague	DIN # 96A0918	HOUSING UNIT DS230

The IGRC investigation shows that the grievant was seen by the orthopedist for knee problems, including a Baker's Cyst appointment. The only treatment recommended by the specialist was oral medication, since a Baker's Cyst normally dissolves with medications.

The Orthopedist did not recommend any other treatment and did not request the grievant to return for a follow-up appointment. The grievant may request a follow-up with FHSD if he is not satisfied with the Orthopedist's recommendations.

JJW:le

cc: Inmate (2)
file

APPEAL STATEMENT

If you wish to refer the above decision of the Superintendent, please sign below and return this copy to your Inmate Grievance Clerk. You have four (4) working days from receipt of this notice to file your appeal. Please state why you are appealing this decision to C.O.R.C.

GRIEVANT'S SIGNATURE DATE

GRIEVANCE CLERK'S SIGNATURE DATE

STATE OF NEW YORK ● EXECUTIVE DEPARTMENT
STATE COMMISSION OF CORRECTION

80 WOLF ROAD, 4TH FLOOR
ALBANY, NEW YORK 12205-2670
(518) 485-2346
FAX (518) 485-2467

CHAIRMAN
Daniel L. Stewart

COMMISSIONERS
Frederick C. Lamy
Frances T. Sullivan

October 11, 2006

Ralph Oyague 96A0918
Sullivan Correctional Facility
PO Box 116
325 Riverview Drive
Fallsburg, New York 12733-0116

Dear Mr Oyague,

This is to acknowledge your 9/15/06 correspondence that was forwarded from NYS Department of Health to the NYS Commission of Correction concerning your medical care.

The Commission investigated your complaint with the Nurse Administrator at Sullivan CF. You have seen an outside orthopedist specialist who diagnosed a Baker cyst. Upon the examination by the orthopedist, it was in his professional opinion that surgery or another invasive procedure was not medically warranted due to the specialist's documentation that your condition involved an arthritic process. A pain medication was prescribed to you which you are currently receiving. After discussion with you by the facility medical director, it was mutually agreed upon that a physiology referral would be made for you so a second opinion could be obtained. The physiology appointment was approved for you. However, due to the shortage of physiology physician specialists and the fact your condition is not an emergency, an appointment has not been able to be scheduled for you presently. The Nurse Administrator has been calling the Health Services Division in Albany on a frequent basis on your behalf to obtain an physiology appointment for you. But similar to health care delivery in the community setting, emergency cases are given priority in the NYS Department of Correctional Services.

Thank you for bringing these concerns to our attention.

Sincerely,

Janet Judge
Medical Forensic Unit

STATE OF NEW YORK – DEPARTMENT OF CORRECTIONAL SERVICES
AMBULATORY HEALTH RECORD PROGRESS NOTE

1/3/07 RN

Name	DIN	Date of Birth	Facility Name
OYAGUE, RALPH	96A0918	3/30/52	Downstate

RN-C

Subjective: c/o (R) knee ↑ pain - ↑ swelling - x 2 days

Objective: difficulty walking -

Assessment: Arthritis - wants to have in cell -

Plan: MD aware - will D/C 1 month of TSng is up - (had Sing in cell) ~~X~~ issued single cane x 1 month 1/4/07 need nurses cosign 1/3/07 RN

Warm compresses + epsom salt - also IM has in cell

Last Name Oyague, R.
DIN# 96A0918 Location DS 230
Date 12-4-06 Time
Provider Orders:

Signature/Provider# [illegible] RN Transcribing Order/Provider.#/Date/Time 12/4/06 1020 hrs

---

Subjective: Complete MRI form

Objective: Rec'd to 12/26

Assessment: 1/H N/S

Plan:

Last Name Oyague
DIN# 96A0918 Location
Date 12/21/06 Time
Provider Orders:

Signature/Provider# [illegible] MSN RN Transcribing Order/Provider.#/Date/Time

---

Subjective: ROSC (please do MRI form)

Objective: NO SHOW

Assessment:

Plan:

Last Name Oyague
DIN# 96A0918 Location DS 230
Date 12/29/06 Time
Provider Orders:

Signature/Provider# RN Transcribing Order/Provider#/Date/Time

REQUEST FOR CONSULTATION 4 R

NAME: OYASUE, RALPH DIN: 96A0918 DOB: 08/30/1958
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 04A04204.01N
REFERRAL DATE : 11/20/04 12:00P TELEMED: N<N> REFERRAL TYPE : FOLLOW-UP
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE

REFERRED BY: BONNANTZ, STEPHEN-DNT APPOINTMENT: 12/19/04 09:00A
REVIEWED BY: WLADYSLAW SIODKOWICZ, MD POS: GREEN HAVEN CF
PROV: BONNANTZ, STEPHEN-DNT

REASON FOR CONSULTATION: USER: 11/22/04 11:37A CSAPOU
< DIN COMPLAINS OF R KNEE PAIN DUE TO "OLD BAKER CYST", HAS FULL ROM, NO EDEMA,
< MILD BEHIND KNEE OSTEOPENITY (CYST?) AND "PAINFULL" BUT CAN WALK AND EXERCISE
< INMATE IS PREOCCUPIED WITH HIS "BAKER CYST DON" COLLECTED ALL LITERATURE
< ABOUT CYST. MAY NEEDS ASSURANCE OR STEROID INJ. FROM ORTHOPEDIST

CONSULTANT REPORT:

S: 54 yo ♂ C ® knee pain. Complains of pain ? Lower medial ~~Left~~ line. ~~Has pain~~ recent onset
PA Flex ~~reduced~~ ↑ line tenderness, clicking & snapping
O: C crepitation, manipulation C grating. Pt is stable
~ all plan ? MCL laxity, meniscal. ~~The Baker Cyst~~
~~at the time is minimally~~ ↑ in size.

A: Dys: 1) OA ® knee
2) Baker cyst (large) ® knee
3) Possible M meniscal tear

P: Dys: 1) MRI ® knee (Albany Area) ASAP.
2) Try lay adv anti-inflammatory drug i.e. Feldene 20 mg qd c/f

CONSULTANT SIGNATURE: S O'Sullivan DATE: 12/19/04

IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY ___/___/___ 3-4 mths after MRI
CCd → MK

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

STATE OF NEW YORK – DEPARTMENT OF CORRECTIONAL SERVICES
AMBULATORY HEALTH RECORD PROGRESS NOTE

1/3/07 RN

Name	DIN	Date of Birth	Facility Name
Oyague Ramon	96 A 0918	8/30/52	Sullivan

Subjective: RN c/o: MRI form completed.

Objective: Chart to PA.

Assessment:

Plan:

Last Name Oyague, R
DIN# 96A 0918 Location D5230
Date 12/26/06 Time
Provider Orders:

Signature/Provider# G Eggleston RN Transcribing Order/Provider.#/Date/Time

Subjective:

Objective:

Assessment:

Plan:

Last Name Oyague R.
DIN# 96A0918 Location D5230
Date 12/27/06 Time
Provider Orders:

copy to DV
MRI (R) knee entered
form sent
12/27/06

Signature/Provider# 290 RN Transcribing Order/Provider.#/Date/Time

Subjective:

Objective:

Assessment:

Plan:

Last Name
DIN# Location
Date Time
Provider Orders:

Signature/Provider# RN Transcribing Order/Provider#/Date/Time

STATE OF NEW YORK – DEPARTMENT OF CORRECTIONAL SERVICES
AMBULATORY HEALTH RECORD PROGRESS NOTE

1/3/07 RN

Name	DIN	Date of Birth	Facility Name
OYAGUE, RALPH	96A0918	8/[illegible]/52	SCF690

Subjective: R/S C

Last Name OYAGUE, R.

DIN# 96A0918 Location DS 230

Objective: IM C/O SPRAINED BACK PAIN IN (R) KNEE F/ REQUESTS IBUPROFEN 600MG F/ TUCKS

Date 1/2/07 Time 11:35 AM

Provider Orders:

IM MAY HAVE IBUPROFEN 600 MG PO BID PRN
YES NO

Assessment:

Plan: @ IM'S REQUEST ISSUED 1 CONTAINER TUCKS F/ ASKED FOR RX IBUPROFEN
CHART TO MD

11 AM

Signature/Provider# [signature] RN Transcribing Order/Provider.#/Date/Time 289 1/2/07

Subjective: Cane permit

Last Name Oyague

DIN# 96A0918 Location

Objective: extended

Date 1/3/07 Time

Provider Orders:

Assessment:

Plan: cane permit. x month awaiting MRI

Signature/Provider# [signature] RN Transcribing Order/Provider.#/Date/Time

---

Subjective: IM Allegation - I.SSP in general library -

Last Name Oyague, R

DIN# 96A0918 Location DSED

Objective: 143/88 - 116 - 24 - (R) wrist location - (R) & (L) radiated arms pain + back of head - chest + back reddened

Date 1/4/07 Time

Provider Orders:

Assessment: scratches

Plan: cleaned & ats + applied bactroban - D/C dismiss

JKP

Signature/Provider# [signature] 2nd RN Transcribing Order/Provider#/Date/Time 1/4/07 2nd

Form 3105A (Rev 7/97) Lab 7/23 STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD

PA 3/28/07

Inmate #	Name	Facility Name	Date of Birth
96A0918	Oyague, Ralph	Sullivan	8/30/52

Problem #

Inmate Last Name: Oyague, Ralph

DIN 96A0918 Location DS 230

Subjective RNSC requesting medication for chronic pain-

Objective MRI for knee - wants in Albany - Din Trailer -

Date 3/15/07 Time

Meds Ordered: Code No.

Assessment

Plan requested exchange of knee sleeve

PA 3/28/07

Signature/Provider # 296 Nurse Transcribing Order/Prov. # Date/Time 3/15/07 11A

Problem #

Inmate Last Name: Oyague

DIN 96A0918 Location

Subjective FA: EVAL 4 (R) KNEE PAIN

Objective MRI done yesterday awaiting report bp 136/85

Date 3/30/07 Time

Meds Ordered: Code No.

Assessment

Plan exchanged knee sleeve dispensed permit

95% O2 Sat

86 pulse

wt 192

Ibuprofen 600 mg po BID

Noted 3/30/07

Signature/Provider # 290 Smith PA Nurse Transcribing Order/Prov. # Date/Time

Problem #

Inmate Last Name: Oyague, Ralph

DIN 96A0918 Location

Subjective Pain

Objective A/O x 4 Ambulatory

Date 4/11/07 Time

Meds Ordered: Code No.

Assessment

Plan Amoxicillin 500 TID x 7 D. Soft diet FWD

Noted 4/11/07

Signature/Provider # Nurse Transcribing Order/Prov. # Date/Time

For TB Codes, see 12/12/91 email addendum	098- Gonorrhea	296- Affective Disorder	493- Asthma
052- Chickenpox	200- Solid Malignant Neoplasm	316- Other Serious Mental Disorder	519- Chronic Respiratory System Disease
055- Measles	201- Liquid Malignant Neoplasm	345- Epilepsy	579- Chronic Digestive System Disease
0700 Hepatitis A	250- Endocrine Metabolic Disorder, including Diabetes	355- Nervous System and Sense Organ Disorder	598- Chronic Urinary System Disease
070- Hepatitis B	279- HIV Negative lab test	369- Blindness	739- Significant Musculoskeletal Disease
0701 Hepatitis C	2790 HIV Asymptomatic	387- Deafness	959- Major Physical Disability
071- Immune Status to Hepatitis B	2791 HIV Asymptomatic on Treatment	401- Hypertension	V220 Pregnancy
072- Mumps	2792 HIV Symptomatic	429- Heart Disease	
090- Syphillis	295- Schizophrenia		

Middle
Village Radiology
62-43 Woodhaven Blvd. Rego Park, New York 11374 (718) 507-4700 Fax (718) 397-0422
Interpreted for MOBILE DIGITAL HEALTH, LLC
139-16 91st Avenue, Jamaica, NY 11435 Phone: 718-526-2227

Location: Sullivan CF
DIN: 96A0918

Patient Name: Oyague, Ralph
Patient ID: 369848127
DOB: 8/30/1952
DOS: 3/29/2007

MRI OF THE RIGHT KNEE

Protocol: Multiple sequences obtained in multiple projections.

Findings: There is a tear of the anterior and posterior horn of the medial meniscus. There is no acute lateral meniscal tear. The anterior cruciate ligament is grossly intact. The posterior cruciate ligament is normal. The medial and lateral collateral ligaments are intact. The quadriceps tendon and infrapatellar tendons are unremarkable.

There is no femoral tibial or fibular fractures or acute bone marrow edema. The popliteal foss is normal.

IMPRESSION:
1. **SUPRAPATELLAR EFFUSION.**
2. **TEAR OF THE MEDIAL MENISCUS.**
3. **NO ACUTE FRACTURE OR OSTEOCHONDRAL INJURY.**

Thank you for the courtesy of this referral.

***** Electronically Signed *****
Charles DeMarco M.D.
Diplomate, American Board of Radiology

TEST RESULTS
Physician initials [illegible] Date 4-16-07
___ Appt with clinician needed
✓ F/U at routine clinic visit Ortho
___ Results W.N.L. for patient
If checked, notification slip sent
RN initials [illegible] Date 4/16/07
(Must have film for consult)

STATE OF NEW YORK – DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

7123 Lab

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	Sullivan

Subjective: Chest pain

Objective: MRI-chest

Assessment: needs Ortho F/U

Plan: noted 4/16/07

Last Name _____

DIN# _____ Location _____

Date 4-16-07 Time _____

Provider Orders:

MRI FILM Must be Attached For Ortho. F/U

(Cancel F/U if Film NOT AVAILABLE)

Please Notify Radiology tech. CC to RAD tech

Signature/Provider# _____ RN Transcribing Order/Provider.#/Date/Time _____

Subjective: Renew or D/c

Objective: Prilosec 20mg 1 PO BID

Assessment: #60

Plan: x 180 Days

5/2/07

Last Name Oyague R

DIN# 96A0918 Location _____

Date 5/2/07 Time _____

Provider Orders:

Signature/Provider# _____ RN Transcribing Order/Provider.#/Date/Time _____

Subjective: RN/sc c/o did not receive prilosec yet – MD to pharmacy –

Objective: requested medication for skin rash – gave 1 tube –

Assessment: foot powder, socks packs + mouth rinse – gave each one

Plan:

Last Name Oyague R.

DIN# 96A0918 Location DS230

Date 5/3/07 Time _____

Provider Orders:

Signature/Provider# _____ RN Transcribing Order/Provider#/Date/Time 5/3/07 1115

REQUEST AND REPORT OF CONSULTATION

C: OYAGUE, RALPH — UIN: 9500718 DOB: 08/30/1952
CURRENT PAC: SULLIVAN

REFERRING PAC : SULLIVAN — REFERRAL NUMBER: 07144823.01M
REFERRAL DATE : 04/16/07 08:51A TELEMED: N<N> — REFERRAL TYPE : FOLLOW-UP
TYPE OF SERVICE: ORTHOPEDICS-OTHER — REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE

REFERRED BY: SCHWARTZ, STEPHEN-ORT — APPOINTMENT: 05/08/07 09:00A.
REVIEWED BY: WLADYSLAW SLUBOWICZ, MD — POS: FISHKILL RMU
PROV: SCHWARTZ, STEPHEN-ORT

REASON FOR CONSULTATION: — USER: 04/16/07 09:51A CASPOWOS
(F/U ORTHO WITH R KNEE ONK. PAIN AND MRI RESULTS/FILM AS REQUESTED (SUPRAPA-
(TELLAR EFFUSION, TEAR OF THE MEDIAL MENISCUS).
(PLEASE NOTE THAT CONSULT WILL BE POSTPONE IF MRI FILM IS NOT ATTACHE.
(
(

CONSULTANT REPORT:

S: 54 yo ♂ c (R) knee pain See prior dictated note
Tear ant. & post horn medial meniscus

O: P.E. see prior note
Dx: 1) tear (R) med meniscus

A:
Dx: 1) tear (R) med meniscus
2) Start pt on Aleve and ice/heat if you so desire.

P:

CONSULTANT SIGNATURE: [signature] DATE: 5/8/07

IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY Swyay / __

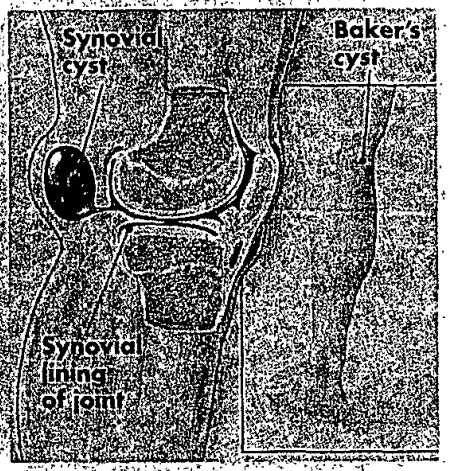
* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

Baker's Cyst

Any condition that causes inflammation of the knee joint can cause the membrane lining of the joint (synovium) to produce excess lubricating (synovial) fluid. The fluid can accumulate in the popliteal bursa behind the knee, resulting in the development of a painless cyst called a Baker's cyst. Other names for the condition include popliteal bursitis or synovial cyst of the popliteal space.

Often, no treatment is needed. If the cyst is large and causes a lot of pain, your doctor may remove (aspirate) excess fluid from the knee joint with a needle. Sometimes, a doctor will inject a steroid medication, such as cortisone, into the knee to reduce the volume of fluid being produced.

If the cyst is related to an injury, such as a cartilage tear, you may need surgery to repair the torn cartilage.



Rheumatoid arthritis

Signs and symptoms

- Pain and swelling in the joints of the feet, wrists and hands
- Pain and swelling in symmetric joints, such as both feet
- Diffuse aching or stiffness
- Redness and warmth over the joints
- Fatigue and malaise
- Appetite and weight changes
- Anemia
- Lumps under the skin

Unlike the more common osteoarthritis, rheumatoid arthritis isn't the result of joint wear and tear. Rather, it's an autoimmune disease in which your body's immune system attacks healthy tissues, specifically the thin synovial lining of the joints and some internal organs.

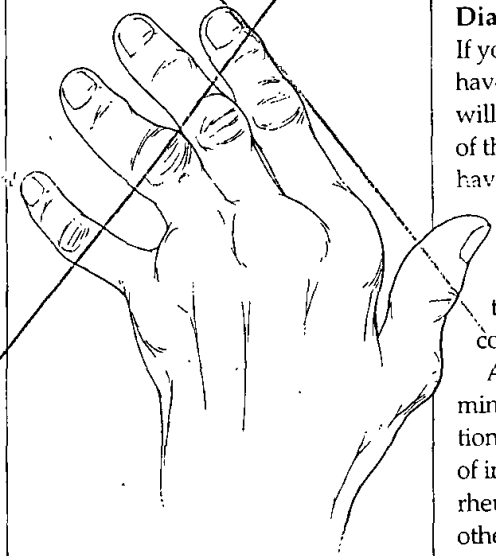
Inflammation in affected joints causes pain, stiffness, warmth, redness and swelling. The inflamed synovium often proliferates, invading and damaging bone and cartilage and disrupting the stability of joints. Inflammatory cells release enzymes that digest bone and cartilage and cause further damage.

Researchers suspect that certain viruses may trigger rheumatoid arthritis in some people who have an inherited susceptibility to the disease. Many people with the disease have a genetic marker called HLA-DR4. Other genes are thought to influence the development of rheumatoid arthritis, as well.

Unlike osteoarthritis, which affects only the musculoskeletal system, rheumatoid arthritis is a systemic disease. In some people, it affects several organs, such as the heart, lungs, skin and eyes. It also tends to affect multiple joints, resulting in diffuse stiffness and aching.

Rheumatoid arthritis tends to be symmetric, affecting, for example, both ankles or both wrists. It may also produce small lumps under the skin (rheumatoid nodules) near the elbows, on the fingers, on the feet, along the Achilles tendons or on the buttocks. The lumps range in size from that of a pea to that of a walnut. Usually, the lumps aren't painful and present no physical problems.

Rheumatoid arthritis can strike at any age, but most often it develops between ages 20 and 50. A variant of rheumatoid arthritis called juvenile rheumatoid arthritis occurs at a younger age (see page 1004). Roughly three times as many women as men have rheumatoid arthritis.



Rheumatoid arthritis can lead to deformity in the fingers. The hand may lose strength and be painful during flares of the disease.

Diagnosis

If your doctor suspects that you have rheumatoid arthritis, he or she will look for characteristic features of the disease, such as whether you have joint involvement on both sides of your body. X-rays and laboratory tests can help establish the diagnosis, but no single test can confirm or exclude the condition.

A special blood test that determines the erythrocyte sedimentation rate can indicate the presence of inflammation and differentiate rheumatoid arthritis from some other conditions. Another blood test measures the level of an autoantibody called rheumatoid factor (RF). About 80 percent of people with rheumatoid arthritis test positive for RF. RF doesn't

cally to remove inflamed tissues, and physical therapy may be needed after surgery. Surgery is occasionally needed to remove calcium deposits from areas of long-standing tendinitis, such as the area around the shoulder joint.

De Quervain's Syndrome

De Quervain's syndrome (also called washerwoman's sprain) is swelling and inflammation of the tendons or tendon sheaths that move the thumb outward.

This disorder usually occurs after repetitive use of the wrist. The main symptom is aching pain on the thumb side of the wrist and at the base of the thumb, which becomes worse with movement. The area at the base of the thumb at the wrist is also tender.

To diagnose the disorder, a doctor performs a Finkelstein test. The person bends the affected thumb into the palm and wraps the fingers over the thumb. With the palm facing up, the doctor rotates the palm toward the middle of the body. If this movement causes pain, the test is positive for de Quervain's syndrome.

Rest, warm soaks, and nonsteroidal anti-inflammatory drugs (NSAIDs) are effective only for very mild cases. Injections of corticosteroids into the tendon sheath are helpful in 80 to 90% of cases; surgery is needed occasionally.

Baker's Cysts

Baker's cysts (popliteal cysts) are tiny sacs filled with joint (synovial) fluid that form in an extension of the joint capsule behind the knee.

A Baker's cyst results from an accumulation of trapped joint fluid, which bulges from the joint capsule behind the knee as a protruding sac. Causes of the joint fluid accumulation include rheumatoid arthritis, osteoarthritis, and overuse of the knees. Baker's cysts produce discomfort at the back of the knee. The cysts may enlarge and extend downward into the calf muscles.

A rapid increase in the amount and pressure of fluid within the cyst can cause it to rupture. The fluid released from the cyst can cause the surrounding tissues to become inflamed, resulting in symptoms that may mimic those of thrombophlebitis.▲ Moreover, a bulging or ruptured Baker's cyst can cause thrombophlebitis in the popliteal vein (which is located behind the knee) by pressing on the vein.

The doctor can usually make a diagnosis by asking the person specific questions about symptoms and feeling a swelling behind the knee or in the calf. Ultrasound, magnetic resonance imaging (MRI), or arthrography, can sometimes aid in the diagnosis and document how far the cyst extends.

When arthritis causes chronic knee swelling, the doctor may need to remove the fluid with a needle (a procedure called joint aspiration) and inject a long-acting corticosteroid (such as triamcinolone acetonide) to prevent the formation of a Baker's cyst. Removing the cyst surgically is an alternative if other treatments are not effective.

If the cyst has ruptured, the pain is treated with a nonsteroidal anti-inflammatory drug (NSAID). If the ruptured cyst causes thrombophlebitis in the popliteal vein, this is treated with bed rest, elevation of the leg, warm compresses and anticoagulants. Occasionally, antibiotics are needed also.

CHAPTER 75

Sports Injuries

More than 10 million sports injuries are treated each year in the United States. Common sports injuries include stress fractures of the foot, shin splints, tendinitis, runner's knee, hamstring injuries, tennis elbow, head injuries,■ foot injuries,★ and myriad other sprains and pulled muscles. In addition, certain sports, including weight lifting, can cause low back pain.● The techniques used to treat sports injuries can be used to treat many other types of musculoskeletal injuries, which often

▲ see page 326 ■ see page 513
★ see page 403 ● see page 568

Rarely, ulcers that do not heal require skin grafting. After grafting, an elastic stocking must be worn to prevent ulcers from returning.

Superficial Thrombophlebitis

Superficial thrombophlebitis (superficial phlebitis) is inflammation and clotting in a superficial vein.

Superficial thrombophlebitis most often affects the superficial veins in the legs but may also affect superficial veins in the groin. Often, thrombophlebitis occurs in people with varicose veins; however, most people with varicose veins do not develop thrombophlebitis.

Even a slight injury can cause a varicose vein to become inflamed. Unlike deep vein thrombosis, which causes very little inflammation, superficial thrombophlebitis involves a sudden (acute) inflammatory reaction that causes the thrombus to adhere firmly to the vein wall and lessens the likelihood that it will break loose. Unlike deep veins, superficial veins have no surrounding muscles to squeeze and dislodge a thrombus. For these reasons, superficial thrombophlebitis rarely causes embolism.

Thrombophlebitis that repeatedly occurs in normal veins is called migratory phlebitis or migratory thrombophlebitis. It may indicate a serious underlying disorder, such as cancer of an internal organ. When migratory phlebitis and cancer of an internal organ occur together, the disorder is called Trousseau's syndrome.

Symptoms and Diagnosis

Localized pain and swelling develop rapidly, the skin over the vein becomes red, and the area feels warm and is very tender. Because blood in the vein is clotted, the vein feels like a hard cord under the skin, not soft like a normal or varicose vein. The vein may feel hard along its entire length. The diagnosis is usually obvious to doctors just from examining the painful area. However, doctors must distinguish superficial thrombophlebitis from cellulitis, which is treated differently.

Treatment

Most often, superficial thrombophlebitis subsides by itself. Taking an analgesic, such as aspirin or another nonsteroidal anti-inflammatory drug (NSAIDs), usually helps relieve the pain. Although the inflammation generally subsides in a matter of days, several weeks may pass before the lumps and tenderness subside completely. To provide early relief, doctors may inject a local anesthetic, remove the thrombus, and then apply a compression bandage, which the person wears for several days.

When superficial thrombophlebitis occurs in the groin, where the main superficial vein joins the main deep vein, a thrombus may extend into the deep vein. Such a thrombus may break loose to become an embolus. To prevent this extension, some surgeons recommend emergency surgery to tie off the superficial vein. Usually, this surgery can be performed using a local anesthetic and without admitting the person to the hospital. Normal activities may be resumed afterward.

▲ see page 452

Varicose Veins

Varicose veins are abnormally enlarged superficial veins in the legs.

The precise cause of varicose veins is unknown, but the main problem is probably a weakness in the walls of superficial veins. This weakness may be inherited. Over time, the weakness causes the veins to lose their elasticity. They stretch and become longer and wider. To fit in the same space that they occupied when they were normal, the elongated veins become convoluted. They may appear as a snakelike bulge beneath the skin. Varicose veins often develop during pregnancy and resolve shortly after childbirth.

More important than the elongation is the widening of the veins, which causes the valve cusps to separate. When the person stands, the blood is pulled backward by gravity and is not stopped because the valve cusps are separated. Thus, blood flows backward, rapidly filling the veins. The backward flow of blood causes the thin-walled, convoluted veins to enlarge even more. Some of the connecting veins, which normally allow blood to flow only from the superficial veins into the deep veins, also enlarge. If they enlarge, their valve cusps also separate. Consequently, blood squirts backward into the superficial veins when the muscles squeeze the deep veins, causing the superficial veins to stretch further.

Many people with varicose veins also have spider veins, which are enlarged capillaries. Spider veins may be caused by the pressure from blood in varicose veins, but the cause

generally thou
are not yet
would explai
monly occur
pregnancy.

Symptoms an

Besides bein
monly ache an
ever, many pe
veins, have no
and ankle ma
warm after a p
stockings. Itch
can cause red
incorrectly att
sometimes wo
veloping than

Only a small
cose veins has
matitis, inflam
or bleeding. D
ing, itchy rash
inside of the le
a minor injury,
cause bleeding
cer that does n
Phlebitis may
from an injur
phlebitis that
rarely harmful

Diagnosis

Varicose vein
under the skin
before the vein
cose veins are
in checking for
termine the ex
X-rays or u
formed to asse
veins. Usually,
only if malfunc
gested by chan
ankles. The an
mulates in the
tion called eden
cause edema.

Treatment

Although ind
removed or elin
therapy, the dis
treatment mai
proves appearan
tions. Elevatin

MAYO CLINIC MEDICAL ENCYCLOPEDIA

SUPREME COURT: THE STATE OF NEW YORK
COUNTY OF SULLIVAN

----------X

RALPH OYAGUE,

Plaintiff,

DECISION AND ORDER
Index No. 4289-09

-against-

STEVEN O. SCHWARTZ, M.D., P.C.,
And THE MOUNT VERNON HOSPITAL,

Defendants.

----------X

APPEARANCES: Ralph Oyague, Pro Se
96-A-0918
Sullivan County Correctional Facility
PO Box 116
Fallsburg, New York 12733

Bartlett, McDonough, Bastone & Monaghan, LLP
300 Old Country Road
Mineola, New York 11501
By: Deborah A. Dyckman, Esq.
Attorney for Defendant The Mount Vernon Hospital

RECEIVED
ATTORNEY GENERAL
JUN 18 2012
LITIGATION
POUGHKEEPSIE OFFICE

Hon. Eric Schneiderman
Attorney General of the State of New York
235 Main Street
Poughkeepsie, New York 12601
By: J. Gardner Ryan, AAG
Attorney for Defendant Steven O. Schwartz, M.D., P.C.

LaBuda, J.

The plaintiff commenced this action for medial malpractice and negligence against the defendants on November 17, 2009. Plaintiff alleges Dr. Steven Schwartz operated on his knee on June 22, 2007 and as a result caused him injuries necessitating a subsequent surgery on May 18, 2009. In March 2010, the plaintiff moved for an order for a default judgment by summary judgment and the defendant opposed the motion and cross-moved to dismiss the complaint. In a Decision and Order dated June 10, 2010, this Court denied the plaintiff's default judgment motion, extended the time for the plaintiff to serve the defendant, Dr. Steven Schwartz and denied the defendant's cross-motion to dismiss the complaint.

The plaintiff now seeks a separate decision as he alleges the Court failed to address the indemnification issue in the March 2010 motion. The plaintiff also moves for permission to file a notice of appeal pursuant to CPLR § 5520. The plaintiff also seeks to preclude defendant's request for discovery and collateral source information because the defendants are not employees of the State of New York or the Department of Correctional Services.

Plaintiff's motion for partial default summary judgment dated March 8,2010 did not seek a determination of the indemnification issue. Although the plaintiff raised the indemnification issue in his Affidavit, he never formally requested the court to make a determination. The plaintiff did not raise this issue in the Notice of Motion or in his Wherefore Clause. However, the plaintiff raises the indemnification issue again in his pending motion to preclude defendant's demands for discovery.

Plaintiff is an inmate incarcerated with the Department of Corrections (DOCS) and is currently housed in the Sullivan County Correctional Facility. Plaintiff had complained of medical problems with his right knee. DOCS made arrangements for the plaintiff to be examined by Dr. Schwartz. After an examination, it was recommended that he undergo surgery. Plaintiff alleges the defendants were negligent in regard to his knee surgery. The plaintiff maintains the State of New York should not be required to defend and indemnify Dr. Schwartz as he is not a state employee but rather an "independent contractor". The plaintiff also contends the Attorney General is without authority to defend Dr. Schwartz.

Plaintiff's contentions are without merit. Public Officers Law § 17 provides for a defense and indemnification of state officers and employees who are sued within the scope of their public employment or duties. Correction Law § 24-a provides that the provisions of Public Officers Law § 17 shall apply to a physician or other licensed professional

> who is rendering or has rendered professional services authorized under such license **while acting at the request of the department or a facility of the department in providing health care treatment or professional consultation to inmates of state correctional facilities**, ... without regard to whether such health care and treatment or professional consultation is provided within or without the correctional facility. (Emphasis added)

A review of the relevant statutes clearly grants the Attorney General the authority to provide a defense and for the State of New York to indemnify physicians who have been requested to medically treat inmates in the custody of DOCS.

Pursuant to CPLR 3124, it is well established that disclosure provisions are to be liberally construed and a trial court is afforded broad discretion in managing disclosure. (American Association of Bioanalysts v. New York State Department of Health, 12 AD3d 868 [3rd Dept. 2004]; Kavanagh v. Ogden Allied Maintenance Corp., 92 NY2d 952 [1998]). CPLR § 3101(a) requires full disclosure of all evidence material and necessary for the prosecution or defense of an action, regardless of the burden of proof. (Weber v. Ryder TRS, Inc., 49 AD3d 865 [2nd Dept. 2008]; Allen v. Crowell-Collier Pub. Co., 21 NY2d 403 [1968]).

CPLR § 3126 authorizes the court to fashion an appropriate remedy, the nature and degree of which is a matter committed to the court's sound discretion and will not be disturbed absent a clear abuse of the court's discretion. (Kumar v. Kumar, 63 AD3d 1246 [3rd Dept. 2009]). Although Supreme Court has broad discretion in fashioning a remedy for failure to comply with discovery requests (Zeltz v. Wetanson, 67 NY2d 711 [1986]), the dismissal of the pleading is a harsh remedy and is proper only where the party's failure to comply can be characterized as willful and contumacious. (Sawh v. Bridges, 120 AD2d 74 [2nd Dept. 1986], appeal dismissed 69 NY2d 852 [1987]).

Plaintiff's motion to preclude the defendants from obtaining discovery from him in this action is denied. This Court adheres to the policy of resolving actions on the merits. (Corners Realty 30/7, Inc. v. Bernstein Management Corp., 249 AD2d 191 [1st Dept. 1998]). Supervision of disclosure is generally left to the trial court's broad discretion. (Kooper v. Kooper, 74 AD3d 6 [2nd Dept. 2010]). This Court directs the plaintiff to comply with all outstanding discovery demands of the defendants on or before March 1, 2012.

Failure to timely comply with the remaining discovery, will allow this Court to entertain all motions for preclusion, for the striking of the pleadings, the dismissal of the action, rendering a judgment by default against the disobedient party and the imposition of sanctions. (see, CPLR § 3126). Discretion in compelling compliance and imposing penalties for noncompliance in discovery matters is soundly vested in the trial court. (Ireland v. Geico Corp., 2 AD3d 917 [3rd Dept. 2003]; Associated Mut. Ins. Co. v. Dyland Tavern, Inc., 105 AD2d 892 [3rd Dept. 1984]).

Finally, plaintiff seeks permission to file a Notice of Appeal pursuant to CPLR § 5520(a). Plaintiff claims he never received the Decision and Order that was dated and entered on June 10, 2010 until June 18, 2010. The plaintiff seeks to have the Court address issues he alleges were ignored in the prior Decision and Order. It appears the plaintiff seeks to renew and/or reargue the prior decision of this Court but failed to move pursuant to CPLR 2221.

The Court grants plaintiff's motion for permission to file a Notice of Appeal, disregarding any irregularities and disposing the appeal on the merits. (M Entertainment, Inc. v. Leydier, 71 AD3d 517 [1st Dept. 2010]. However, the plaintiff is still bound by the appeal provisions of Article 55 of the CPLR.

Based upon the above, it is

ORDERED, that the defendant, Dr. Schwartz is entitled to a defense and indemnification pursuant to Public Officers Law § 17 and Corrections Law § 24-a, the plaintiff's motion to preclude discovery is denied and plaintiff is granted permission to file an appeal pursuant to CPLR § 5520(a).

This shall constitute the Decision and Order of this Court.

DATED: January 17, 2012
Monticello, New York

Hon. Frank J. LaBuda,
Acting Supreme Court Justice

Papers Considered:

1. Letter application undated and received July 13, 2010;
2. Notice of Motion dated July 15, 2010;
3. Affidavit of Ralph Oyague dated July 15, 2010 with exhibits annexed;
4. Notice of Motion dated July 24, 2010 with exhibits annexed;
5. Affirmation of J. Gardner Ryan, Esq. dated August 2, 2010;
6. Correspondence of Ralph Oyague dated August 7, 2010;
7. Correspondence of Ralph Oyague dated October 29, 2010.

THE MOUNT VERNON HOSPITAL

Mt. Vernon, New York 10550

OPERATIVE REPORT

PATIENT: OYAGUE, RALPH
MR #: 313600
DIN #: 96A0918

BY: S. SCHWARTZ, M.D.
TR:06-23-07DICT:06-22-07
CC: DR. SCHWARTZ
SULLIVAN CORRECTIONAL

DATE OF OPERATION: 6/22/07

PREOPERATIVE DIAGNOSIS: TEAR RIGHT MEDIAL MENISCUS

POSTOPERATIVE DIAGNOSIS: TEAR POSTERIOR HORN RIGHT MEDIAL MENISCUS
TEAR MEDIAL PORTION OF BODY OF MEDIAL MENISCUS
HEEL TEAR ANTERIOR HORN MEDIAL MENISCUS
OSTEOCHONDRITIS DESICCANS WITH LARGE 1.5 X 2 CM ARTICULAR CARTILAGINOUS DEFECT OF THE FEMUR AT THE TROCHLEAR GROOVE
TEAR POSTERIOR HORN LATERAL MENISCUS

SURGEON: S. SCHWARTZ, M.D.

ASSISTANT: Y. ESTRADA, PODIATRY RESIDENT

OPERATION: ARTHROSCOPY RIGHT KNEE
PARTIAL RIGHT LATERAL MENISCECTOMY
PARTIAL RIGHT MEDIAL MENISCECTOMY
CHONDRAL ABRASION ARTHROPLASTY
TROCHLEAR GROOVE, RIGHT ANTERIOR FEMUR

ANESTHESIA: GENERAL

ANESTHESIOLOGIST: DR. KIM

PROCEDURE: Following satisfactory general anesthesia, the patient was placed on the operating table in the supine position and a tourniquet applied. The right lower extremity was prepared and draped as a sterile field and topographical landmarks outlined. 0.5% Marcaine with epinephrine was injected over the proposed incisional sites and anterolateral and anteromedial arthroscopic portals were established. The

THE MOUNT VERNON HOSPITAL

Mt. Vernon, New York 10550

OPERATIVE REPORT
Page 2

PATIENT: OYAGUE, RALPH BY: S. SCHWARTZ, M.D.
MR #: 313600 TR:06-23-07DICT:06-22-07

arthroscope was introduced through the anterolateral portal and irrigation established.

Inspection of the suprapatellar pouch revealed no evidence of adhesions, scarring or fraying. The medial plica was intact. Inspection of the articular surface of the patella revealed some chondromalacia but no major defects. Some fibrillation was removed with a bone cutter blade on the meniscal shaver adjacent to the medial surface of the patella. There was a large defect present in the trochlear groove with sharp edges of the remaining articular cartilage and exposed subchondral bone.

The articular cartilage at the edge of the defect was loose for a distance of approximately 3-4 mm. Inspection of the area revealed several loose bodies present in the lateral gutter and the suprapatellar pouch, two of which measured individually 1 cm by 10 mm by 5 mm. A grasper was introduced through the anteromedial portal and these fragments were removed. Several more fragments were subsequently removed from around the intracondylar notch and the lateral and medial compartments.

Using the meniscal shaver, the steep sides of the cartilaginous defect were carefully smoothed and tapered. The arthroscopic wand was also used for this purpose. The bone cutter blade was passed over the exposed subchondral bone abrading it down to lightly bleeding bone. The area was irrigated and attention turned to the lateral compartment.

The knee was flexed in a figure four position and the arthroscope passed into the lateral compartment where a major portion of the lateral meniscus appeared intact and smooth and stable. Passing the camera toward the intracondylar notch, the posterior horn of the lateral meniscus appeared to be partially detached, folded and caught between the lateral femoral condyle and the medial portion of the lateral tibial plateau. This was probed with a hooked probe and partially attached fragment delivered anteriorly. Using a hand-held meniscal basket,

THE MOUNT VERNON HOSPITAL

Mt. Vernon, New York 10550

OPERATIVE REPORT
Page 3

PATIENT: OYAGUE, RALPH
MR #: 313600

BY: S. SCHWARTZ, M.D.
TR:06-23-07DICT:06-22-07

meniscal shaver and Arthro wand, this fragment was excised leaving a smooth, stable lateral meniscus.

The arthroscope was passed into the intracondylar notch where the ligamentum synovium was noted to be intact as was the anterior cruciate ligament.

As the arthroscope passed into the medial compartment of the knee, with the knee flexed over the table, a tear of the posterior horn of the medial meniscus was immediately identified. There was a tear present over the posteromedial corner of the medial meniscus as well and the anterior horn of the medial meniscus appeared to have been torn at one time but was now healed and scarring was present. It appeared stable however, and this area was ignored.

Using meniscal baskets with the meniscal shaver and the Arthro wand, the torn posterior horn was partially removed and the residual edges smoothed. The torn area near the posteromedial corner of the meniscus was also trimmed back to the stable rim and smoothed using the same instruments.

The instruments were removed and the knee thoroughly irrigated. The irrigation solution was removed from the knee and 20 cc of 0.5% Marcaine and epinephrine were injected into the knee. 3.0 nylon vertical sutures were used to approximate the skin of the arthroscopic portals and a dry, sterile, compressive type dressing was applied from mid-foot to mid-thigh. The tourniquet, which had not been inflated, was removed.

The patient returned to the recovery room in satisfactory condition having tolerated the operative procedure well.

S. SCHWARTZ, M.D.

SS/jmr:am
JOB #: 350584/1858

Surgery

STEPHEN O. SCHWARTZ, M.D., P.C.
ORTHOPAEDIC SURGERY
4 WATCH HILL ROAD
PLEASANTVILLE, N.Y. 10570

(914) 769-0188
FAX (914) 769-9407

OYAGUE, Ralph Age: 54
DIN: 96A0918

5/8/07
History:

The patient is 54 years old and is being admitted for surgery to his right knee.

The patient has a history of having sustained an injury approximately two years ago. He was running and felt something tear in his knee. Since that time he has had clicking and snapping with tenderness and pain over the medial joint line. He has had intermittent locking and swelling.

Past History:

The patient has been in recent good health and has had no recent operations or illnesses. He has no specific allergies. He has hay fever. He had GERD for which he takes medication. He denies chronic diseases; such as, HIV, TBC, or Diabetes. He has Hepatitis B.

Physical Examination:

The patient is a well developed, well nourished male in no acute distress.

Pertinent musculoskeletal findings at the present time are confined to the right knee.

There is medial joint line tenderness, clicking and snapping with circumduction manipulation, and grating. The knee appears stable in all planes, although there is some medial collateral ligament laxity of a minimal degree. A Baker's cyst is present.

MRI:

A recent MRI demonstrates a tear of the anterior and posterior horn of the medial meniscus.

UUJC5T

SOUND SHORE HEALTH SYSTEM

Sound Shore Medical Center of Westchester
The Mount Vernon Hospital

PROGRESS RECORD

00021360O ASI
CYAGUE, RALPH
M 54Y DOB 08/30/1952
SCHWARTZ, STEPHEN O
RF Addressograph 12/07 12596060

DATE	TIME	
6/22/07	2:30 2:50 PM	Physicaltherapy Note
		F: Gait instability.
		D: S/P ® arthroscopic ® med/lat meniscotomy.
		FWB ® LE. c/o ® knee pain → 8/10
		A: Ambulated 40 fts. c B/L Crutches.
		R: Tolerated well. Able to follow commands well.
		Safe & ® c ambulation. Safe to be discharged
		Gait training - 15 min
		Knight patel CLTD permitted

4/29/08 7:29:33 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC479
HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 08141360.01M
REFERRAL DATE : 04/03/08 03:15P TELEMED: N<N> REFERRAL TYPE : FOLLOW-UP
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE

REFERRED BY: SCHWARTZ, STEPHEN-ORT APPOINTMENT: 04/29/08 09:00A
REVIEWED BY: ULADYSLAW SIDOROWICZ, MD POS: GREEN HAVEN CF
PROV: SCHWARTZ, STEPHEN-ORT

REASON FOR CONSULTATION: USER: 04/03/08 03:15P C490GNS
(PLS SCHED ORTHO F/U AS REQ W/MRI RESULTS (FILM INCLUDED) FOR IM C/O PERSIST)
(ENT (R) KNEE PAIN P ART PARTIAL MED & LAT MENISECTOMY 06/22/07. MRI 03/29/0)
(8 SUGGESTIVE RADIAL TEAR REMNANT MED & FREE EDGE MID BODY LAT MENISCUS, MOD)
(-SEVERE OA MED & MILD MID BODY LAT MENISCUS, PATELLOFEMORAL CHONDROMALACIA.)
(

CONSULTANT REPORT:

S: Pt's. complaints of pain & ~~tightness~~ persist. M.R.I. demonstrates tear of "MCL" & image suggest a tear of the meniscal remnant which are caused most of his Sx.

O:

Pt is unhappy c the explanation of his Sx's. He wishes another opinion. Plan he's seen by Dr. Holder.

A:

P:

CONSULTANT SIGNATURE: _____ DATE: 4/29/08

IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY _____

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

posted FHS!
4/30/08

TO: GRIEVANCE COMMITTEE

FROM: RALPH OYAGUE 92A0918

DATE: MAY 4, 2008

LOCATION: DS-230

PROBLEM: "MEDICAL PROBLEM"

THREE YEARS AGO I HURT MY KNEE IN THE EAST YARD. FOR ALL MY COMPLAINING IT TOOK SIX MONTHS TO GET AN MRI. THE ORTHOPEDIST MIS DIAGNOZED THE MRI AND SAID THERE WAS NOTHING WRONG. IT TOOK ANOTHER YEAR BEFORE ANOTHER MRI WAS DONE AND THIS TIME THE ORTHOPEDIST SAID I HAD TWO TEARS IN MY MENISCUS AND ARRANGE FOR SURGERY WHICH WAS DONE ON JUNE, 2007. I HAD A POST OP MRI AND RETURNED TO THIS SAME ORTHOPEDIST WHO SAYS ANOTHER PART OF MY MENISCUS IS TORN AND NOW WANTS TO DO ANOTHER SURGERY. MY KNEE IS STILL AS BAD AS IT WAS WHEN I FIRST GOT THE INJURY.

(1)

I AM NOT ABLE TO RUN, JUMP, OR EVEN PLAY HANDBALL. THE TEARS ON MY MENISKAS GOT WORSE DUE TO THE FACT THAT IT TOOK 2 YEARS TO RECEIVE MY SURGERY WHICH CAUSE IT TO WORSEN MY KNEE HAS FLUID IN IT THAT CAUSES PAIN AND MOBILITY RESTRICTION. I WANT ANOTHER SURGEON TO LOOK AT MY KNEE AND TAKE CARE OF IT IMMEDIATELY.

RALPH OYAGUE
GRIEVANT

STATE OF NEW YORK – DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague Ralph	96A0918	8/30/52	Sullivan

Subjective: PA: re oral knee pain (see MRI 3/25/08)

Last Name _____

DIN# _____ Location _____

Objective: wt 201 5'7"

Date 4/3/08 Time 2 PM

Assessment: MRI reviewed

Provider Orders: ① ORT entered PHS1 consent

② Ibuprofen 600 mg PO TID pm #90 x 5

Plan: noted 4/3/08

Signature/Provider# 290 SA Smith PA RN Transcribing Order/Provider.#/Date/Time _____

Subjective:

Last Name _____

DIN# _____ Location _____

Objective: returned from ORT (see counselor)

Date 7/30/08 Time _____

Assessment:

Provider Orders:

counselor posted PHS1

Plan: IM unhappy re explanation of symptoms. Requests opinion ORT C. Holder MD entered

Noted 7/30/08 [illegible]

Signature/Provider# 290 SA Smith RN Transcribing Order/Provider.#/Date/Time _____

Subjective: Admit CMD re: Grievance

Last Name Oyague

DIN# 96A0918 Location _____

201 (US 1/14 6/06)

Objective: Complains of ® knee "swelling and pain. WANTS knee surgery by another Orthopedist. Refused PT

Date 5/9/08 Time _____

Provider Orders:

Assessment: PE. ® knee: Full ROM, ⊖ click No evidence of edema N/V OK

✓ Robaxin 750 mg PO HS x 15 days

Plan: Ortho referral to primary specialist UO offered → INMATE Refused. Seems that INMATE Ambulation is not compromised by knee problems. cw. LBP - physiatry referral as per Inmate. Restart Robaxin

Consent for OST to Physiatry Refused For PT

Signature/Provider# [illegible] RN Transcribing Order/Provider#/Date/Time _____

STATE OF NEW YORK DEPARTMENT OF CORRECTIONAL SERVICES INMATE GRIEVANCE PROGRAM CENTRAL OFFICE REVIEW COMMITTEE	Grievance Number SUL-18326-08	Desig./Code I/22	Date Filed 12/5/08
	Facility Sullivan Correctional Facility		
	Title of Grievance Wants Consultation For Knee		
	Director's Signature C Shriqui, Asst		Date 1/28/09

1/28/09

GRIEVANT'S REQUEST UNANIMOUSLY DENIED

Upon full hearing of the facts and circumstances in the instant case, and upon recommendation of the Division of Health Services, the action requested herein is hereby denied. CORC upholds the determination of the Superintendent for the reasons stated.

CORC notes that the FHSD has determined that a specialty consult for the grievant's knee is not necessary at this time.

CORC asserts that, consistent with Health Services Policy Manual Item #1.21 - Health Care Referrals, the Facility Health Services Directors (FHSD) have the sole responsibility for providing treatment to the inmates under their care. The FHSDs have the responsibility of determining what outside health referrals are needed by the target population.

Contrary to the grievant's assertions, CORC has not been presented with sufficient evidence to substantiate any malfeasance by staff.

In regard to the grievant's appeal, CORC asserts that all relevant information must be presented at the time of filing in order for a proper investigation to be conducted at the facility level.

JH/

ALBANY MEDICAL CENTER

Albany Medical Center Hospital
43 New Scotland Avenue
Albany, New York 12208
Phone: (518) 262-8440

Printed: 03/26/2008 11:30:21 96A0918

Patient Name:	OYAGUE, RALPH	**Sex:**	M
DOB:	08/30/1952	**Pt. Class:**	
Accession No:	2551548	**Order No:**	90001
Med. Rec. No:	000001929063	**Pt NS/Room:**	RFE-
Ordering Dr:	WLADYSLAW SIDOROWICZ, MD	**Attending Dr:**	WLADYSLAW SIDOROWICZ, I
Patient Phone:	(845) 434-2080	**Visit Number:**	000216795799

Final Report

DATE OF EXAM: Mar 25 2008

MRI KNEE-RIGHT, W & W/O CON (Acc#:2551548):

CLINICAL HISTORY: Knee pain.

RESULT: **There is an attenuated posterior horn and mid body of the medial meniscus compatible with a history of prior partial meniscectomy. There is irregularity of the meniscal contour with focal hyperintense signal intensity at the posterior junction of the remnant medial meniscus most suggestive of a radial tear. There is focal blunting with signal intensity at the free edge of the mid body of the lateral meniscus likely representing a small radial tear.**

There is osteoarthritis of the medial compartment with moderate to severe chondromalacia with subchondral cyst formation, subchondral marrow edema with mild marginal osteophytosis.

There is mild osteoarthritis of the lateral compartment with mild marginal osteophytosis. There is patellofemoral osteoarthritis with mild marginal osteophytosis. There is diffuse thinning of the patellar articular cartilage compatible with grade II-III chondromalacia patella. In addition, there is a full thickness chondral fissure at the patellar ridge.

The anterior and posterior cruciate ligaments are intact.

The medial collateral and the lateral collateral ligaments are intact.

The patellar and quadriceps tendons are intact.

There is a moderate size joint effusion with suprapatellar extension.

IMPRESSION:
Status post partial medial meniscectomy. There is meniscal contour irregularity with focal signal at the posterior junction of the medial meniscus remnant most suggestive of a radial tear of the remnant medial meniscus.

Small radial tear at the free edge of the mid body of the lateral meniscus.

Moderate to severe osteoarthritis of the medial compartment. Mild osteoarthritis of the lateral compartment.

Patellofemoral osteoarthritis with grade II-III chondromalacia patella. There is also a full thickness chondral fissure at

WLADYSLAW SIDOROWICZ MD
RIVERSIDE DRIVE
SULLIVAN CORRECTIONAL FACILITY
SO FALLSBURG NY 127330116

Transcriptionist: JLE On: Mar 26 2008 11:22A

08/13/08 WED 07:10 [ ] NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
NSCA78 HEALTH SERVICES SYSTEM

REQUEST AND REPORT OF CONSULTATION

NAME: OTAGUE, RALPH. DIN: 98A0718 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 0827B2B7.02M
REFERRAL DATE : 07/16/08 10:18A TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE

REFERRED BY: DHAWAN, SUSHIL-ORT APPOINTMENT: 08/14/08 09:00A
REVIEWED BY: WLADYSLAW SIUDKOWICZ, MD POS: ELLENVILLE COMMUNITY
PROV: DHAWAN, SUSHIL-ORT

REASON FOR CONSULTATION: USER: 07/16/08 10:19A CAYOUUS
(SCHEDULE FOR SYNOVISC INJECTION 3 DOSES TO R KNEE.
(R KNEE CHONDROMALATIA AND OA WITH SMALL MEDIAL TEAR OF LATERAL MENISCUS.
(ENCLOSE SYNOVISC.
(
(

CONSULTANT REPORT:

S: Flu J @ Rt knee pain 2° to OA.

Plan: 1st Dose of Synvisc Inj. given to the Rt Knee understands condition. Pt tolerated the procedure well.
- continue Glucosamine DS.
- Flu x 1 wk for 2nd Injection of Synvisc

O:

A:

P:

CONSULTANT SIGNATURE: [signature] DATE: __/__/__

IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __/__/__

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

noted 8/14/08
SMS

NAME: OYAGUE, RALPH DIN: 96A0718 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : DOCS-COXSACK REFERRAL NUMBER: 0812792Y7.03N
REFERRAL DATE : 07/29/08 02:37P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED

REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 08/21/08 09:00A
REVIEWED BY: MED DIR OF CUR FAC POS: ELLENVILLE COMMUNITY
PROV: DHAWAN, SUSHIL-ORT

REASON FOR CONSULTATION: USER: 07/29/08 02:37P CCCPONS
(SYNVISC INJECTION#2

CONSULTANT REPORT:

S: S/P for FU of ⓡ knee. Pt had 1st dose of Synvisc Inj. one wk ago. Pt is here for 2nd dose. Pt states that he is already feeling better than before as far as pain in the ⓡ knee joint is concern and he could jog better.

O:

A:

Plan: 2nd dose of Synvisc Inj. ⓡ knee given under sterile condition after prepping the area c betadine & alcohol. Pt tolerated the procedure well.

P: — Fu x 1 wk.

CONSULTANT SIGNATURE: _____ DATE: 8/21/08

IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __/__/__

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

07/29/08 REPORT NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
NSC-47B
REQUEST AND REPORT OF CONSULTATION 2050

NAME: OTAGUE, RALPH DIN: 98A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : UCCS-COXSACK REFERRAL NUMBER: 0827B2U7.04N
REFERRAL DATE : 07/29/08 02:37P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED

REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 08/28/08 09:00A
REVIEWED BY: MED DIR OF CUR FAC POS: ELLENVILLE COMMUNITY
PROV: DHAWAN, SUSHIL-DNT

REASON FOR CONSULTATION: USER: 07/29/08 02:37P CCCPUNS
(SYNVISC INJECTION#3

8/22/08

CONSULTANT REPORT:

S: S/P for FLEX of (R) knee pain.
Pt had Two doses of Synvisc Inj. before.
Pt is already feeling better. Pain is better. Still c/o some stiffness in the (R) knee.

O:

A:

Plan: 3rd dose of Synvisc Inj. given today under Steele cond.
- Pt tolerated the procedure well.

P:
- Start physical therapy for modalities, pain and muscle strngth exs.
- F/U x 6 wks.

CONSULTANT SIGNATURE: [signature] DATE: 8/22/08

IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY ___/___/___

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

TO: GRIEVANCE COMMITTEE

FROM: RALPH OYAGUE 96A0918

DATE: FEBRUARY 12, 2009

LOCATION: DS-230

COMPLAINT: ORTHOPEDICT KNEE CONSULT

Grievant filed a complaint that he was suppose to see the orthopedist after his injection treatments of his knee and some physical therapy.

A CORC decision unanimously denied grievant this complaint because as cited by the review committee, grievant did not provide the necessary documentary proof to his assertions.

For this reason grievant is rearguing CORC's decision with the enclosed documentation of the orthopedist treatments and the referral to see him 6 weeks after the physical therapy.

Grievant Oyague still has disability relating to knee injury and pain that necessitates further review by a specialist.

REQUEST: For grievant to see orthopedist who treated him for knee consultation.

Encls: CORC Decision, and Medical documentation

5/15/09 9:57:07 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC478 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 09128491.02M
REFERRAL DATE : 04/14/09 05:45P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: ORTHOPEDIC SURG-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE

REFERRED BY: DHAWAN, SUSHIL-ORT APPOINTMENT: 05/18/09 07:00A
REVIEWED BY: WLADYSLAW SIDOROWICZ, MD POS: ELLENVILLE COMMUNITY
PROV: DHAWAN, SUSHIL-ORT

REASON FOR CONSULTATION: USER: 04/14/09 05:45P C690GMS
(PLEASE SCHEDULE ARTHROSCOPY RIGHT KNEE AS RECOMMENDED BY DHAWAN, M.D. FOR I)
(NMATE WITH MEDIAL AND LATERAL MENISCUS AND OSTEOARTHRITIS.)
( )
( )
( )

CONSULTANT REPORT: H/o pain, swelling and giving way @ knee

S: Pt had Arthroscopy of same knee in the past for partial medial meniscectomy had Synvisc 3j in the past. Recent MRI showed tear of the medial meniscus and lateral meniscus

O:

Post op diagnosis: ① OA ® knee
② Tear of post-horn medial meniscus
③ Horizontal tear of lateral meniscus

A:

Procedure: ① Arthroscopy ® knee.
② Partial medial and lateral meniscectomy.
③ Chondroplasty of medial tibial condyle, and lateral femoral condyle.
④ Chondroplasty of patella.

P:

Post-op orders: ① keep the dressing with
CONSULTANT SIGNATURE: _____ DATE: __/__/__

IF FOLLOW-UP/PROCEDURE RECOMMENDED REQUESTED BY: __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

③ Keflex 500mg TID @ 6hr x 10 days.
④ Pain meds on PRN basis.
⑤ Ambulation with cane WB bearing as tolerated
① Pt will be seen in ortho clinic at ERH [illegible] 4/21/09

ELLENVILLE REGIONAL HOSPITAL

PATIENTS PHYSICAL HISTORY

238549 RM- 043772 P/T-O/P
OYAGUE RALPH M 56 22 AMB SG
PO BOX 116 FALLSBURG , NY
DHAWAN SUS
05/18/09 B/D 08/30/52

5-18-09

1. CHIEF COMPLAINT — Pain, swelling and gunshot wound to knee. H/O partial medial meniscectomy in the past
2. PRESENT ILLNESS
3. PAST HISTORY
   - Allergies
   - Operations
   - Injuries
   - Past Illness
   - Current Medication
4. SYSTEM REVIEW — unremarkable
5. FAMILY HISTORY
6. SOCIAL HISTORY
   - Occupation
   - Smoking and
   - Drinking Habits
   - Living Arrangements
7. PHYSICAL
   - General Appearance
   - Vital Signs
   - Skin
   - Heent
   - Neck — JVP not raised
   - Breasts
   - Heart — S1S2 normally heard.
   - Lungs — Clear.
   - Abdomen — Soft BS +ve.
   - Genitalia
   - Pelvic & Rectal
   - Pap Smear
   - Extremities — △ TTK (R) knee for orthoscopy
   - Neurological
   - Lymph
8. IMPRESSION

Ellenville Regional Hospital

AMBULATORY SURGERY CHART

page 1 of 2

038549 RM- 043772 P/T-O/P
OYAGUE RALPH M 56 22 AMB SG
PO BOX 116 FALLSBURG , NY
DHAWAN SUS
05/18/09 B/D 08/30/52

Date 5-18-09 ☒ Scheduled ☐ Emergency ☒ Ambulatory

Location OR-A Condition on Arrival Stable

OR Time	In	1550	Anes Time	In	1600	Operation	In	1626	Band On: ☒ Yes
	Out	1740		Out	1740		Out	1715	Surgical Consent Signed: ☒ Yes
TOTAL	1 Hrs 50 Min		TOTAL	1 Hrs 40 Min		TOTAL	Hrs 49 Min		

Surgeon: Dhawan Assistant: — Anesthesia: Abrahamm

Anesthesia: General

Classification: ☒ Clean ☐ Clean Cont ☐ Contam ☐ Dirty

Circulating: Diedrick RN Scrub: DeJesus LPN

Pre-Op Diagnosis: Tear of Posterior Horn of medial Meniscus, AOA medial Tibial Chondroplasty

Post-Op Diagnosis: Same

Surgical Procedure: ① Arthroscopy (R) Knee ② Partial Medial & Lateral meniscectomy ③ Chondroplasty of medial Tibial Condyle & lateral femoral Condyle ④ Chondroplasty of Patella

Frozen Section	Specimen	C
Ø	1	Ø

Operation Complications:

INPUT

Time On	IV Solution	Tot In	Time Off
1600	LR		
	TOTAL		

Location on Ground Pad: Mach. No.

Setting	▼ Ground Site Check ▼	
Cutting	Pre-Op Skin Condition	Post-Op Skin Condition
Coag		

IV THERAPY

MODE

☐ Intra Cath 20 Ga

☐ Needle Cath ____ Ga

SITE

	Hand		Wrist		Forearm	
	L	R	L	R	L	R

Position During Surgery: ☒ Supine ☐ Lateral ☐ F ☐ Lithotomy ☐ Jackknife

Skin Prep: ☒ Betadine Solution ☒ Betadine Scrub ☐ Alcohol ☐ Other:

X-Ray Taken: ☐ Yes ☒ No

Ointment:

Dressing:

Tape: ☐ Non-Allergic ☐ Other:

Tourniquet: ☐ Left ☒ Right ☐ Arm ☒ Leg

Time On: 1626

Time Off: 1715

MEDICATIONS AND/OR IRRIGATION SOLUTION

Time	Medication	Dosage	Route	Given By
	See anesthesia record			

Nursing Treatments/Observations:

Disposition to: ☒ RR ☐ Unit ☐ Home ☐ Other By: ☒ Stretcher ☐ Bed ☐ Wheelchair RN Signature: Diedrick RN

7/08, 9/08

ELLENVILLE REGIONAL HOSPITAL 10 HEALTHY WAY ELLENVILLE NY 12428

ADM TYPE	SERVICE	EXPECT DATE
AMB S	AMB SURG	5/18/09

EMERGENCY ROOM • OUTPATIENT RECORD

PATIENT NUMBER	TYPE	PATIENT NAME	AGE	BIRTHDATE	SEX	M/S	DATE OF SERVICE	TIME	CLERK INIT.
238549	2	OYAGUE RALPH	56	8/30/1952	M	SW	5/18/09	00:27	CSI

ADDRESS - LINE 1	ADDRESS - LINE 2	CITY	STATE	ZIP CODE	TELEPHONE
BOX 116	DIN96A0918	FALLSBURG	NY	12733	845-434-2080

PATIENT SSAN	NOTIFY IN CASE OF EMERGENCY - NAME	RELATIONSHIP	ADDRESS	TELEPHONE
999999999	SULLIVAN CORR FACILI	OTHER		845-434-2080

INSURANCE COMPANY	CONTRACT OR GROUP NUMBER	DATE	PLACE
DEPT OF CORRECTIONS INMATES OP	96A0918	TIME	EVENT

ACCIDENT/GUARANTOR

GUARANTOR NAME	GUARANTOR ADDRESS	CITY		ZIP CODE	GUAR. TELEPHONE
SULLIVAN CORR FACILIT	PO BOX 116	FALLSBURG	NY	12733	434-2080

GUARANTOR EMPLOYER	GUARANTOR OCCUPATION	GUAR. EMPLOYER ADDRESS	GUAR. EMPL TELEPHONE
SULLIVAN CORR FACILITY		PO BOX AG	434-2080

PREV. SERVICE	PREV. SERV. DATE	IF MINOR - PARENT NAME	MEDrec. #	ADMITTING/2ND PHYSICIAN
224663	8/28/08		1043777	DHAWAN SUS/

CHARGES	X-RAY	LAB	RESP. TH.	PHY. TH.	EKG	I.V.	DRUGS	SUPPLIES	OTHER	M.D.	E.R. RM	TOTAL DUE

AUTHORIZATION FOR TREATMENT, GUARANTEE OF PAYMENT , ASSIGNMENT OF INSURANCE BENEFITS

1. The undersigned has been informed of the emergency treatment considered necessary for the above named patient, and that treatment and procedures will be performed by physicians, members of house staff and employees of the hospital. Authorization is hereby granted for such treatment and procedures. The undersigned has read the above authorization and understands the same and certifies that no guarantee or assurance has been made as to the results that may be obtained.
2. The undersigned agrees to pay for services rendered by Hospital upon release of patient.
3. I/we hereby assign any hospital benefits, sick benefits, injury benefits due or available of a Third party, payable by any party, for the above patient, to Hospital unless I pay the account in full upon release of patient
4. I/we hereby authorize the 'Administrator of Hospital' to furnish from its records any information requested by the before mentioned insurance companies in connection with the above assignment. I do hereby appoint the 'Controller' of Hospital as my lawful attorney to endorse for me any check made payable to me for benefits or claims collected under the above assignment and to apply any credit balance to any other account I may owe said hospital.

DATE TIME SIGNED PATIENT Ralph Oyague SIGNED GUARANTOR

CHIEF COMPLAINT (If Accident State How, When, and Where)
JOINT PAIN-UNSPEC

ADVANCED DIRECTIVE
N

TEMP.	PULSE	RESP.	B/P	ALLERGIES	MEDICATIONS - HOME	E.R. PHYSICIAN	TET. TOX.

NURSES NOTES:

NURSE'S SIGNATURE (RN OR LPN)

DATA (Including X-Rays, EKGs, etc.)

1 hr 50mins
130/70 66

PHYSICIAN'S REPORT

DIAGNOSIS: OA Knee 71596
Tear Horn-post-medial & lateral
8360 & 83611

TREATMENT:

80.6 8147
27332 27442

INSTRUCTIONS TO PATIENT: w/ computer

CONDITION ON DISC: IMP | STABLE | EXPIRED

FOLLOW-UP WITH

M.D.

PATIENT'S SIGNATURE ON DISCHARGE
BY SIGNING HERE I CERTIFY THAT I UNDERSTAND THE FOLLOW-UP INSTRUCTIONS RECEIVED BY ME IN WRITING, WHICH WERE EXPLAINED TO ME.

DATE - TIME OF DISC.

PHYSICIAN'S SIGNATURE M.D.

Ellenville Regional Hospital

AMBULATORY SURGERY DISCHARGE INSTRUCTION SHEET

Dr. Dhawan

238549 RM- 043772 P/T-O/P
OYAGUE RALPH M 56 22 AMB SG
PO BOX 116 FALLSBURG , NY
DHAWAN SUS
05/18/09 B/D 08/30/52

patient label

DIET	Resume: ☒ Pre-Op Diet ☐ Other _____
ACTIVITY	Resume: ☐ Pre-Op Activity ☐ Other / Restrictions Rest & ice keep the dressing intact
INCISION CARE	☒ Not Applicable ☐ Wound Care _____
POST-OP PAIN MEDICATION	☐ Not Applicable ☐ Post-Op Pain Medication PRN
ROUTINE PRE-OP MEDICATIONS	☐ Not Applicable ☐ Resume Pre-Op Medications ☐ Exceptions _____
Cast Care Instructions	☐ Not Applicable ☐ Given and discussed with patient
OTHER INSTRUCTIONS	Ambulation c a cane wk leg as tolerated

Call your Surgeon if you experience:

- chills
- fever
- excessive bleeding at surgical site
- excessive pain
- swelling
- odor at surgical site
- respiratory distress
- fainting or dizziness

All other concerns should be directed to your Primary Provider.

FOLLOW-UP APPOINTMENT: Dr Dhawan Office # 647-6400 x314 to schedule a post-op visit.

I have read the above instructions and understand them.

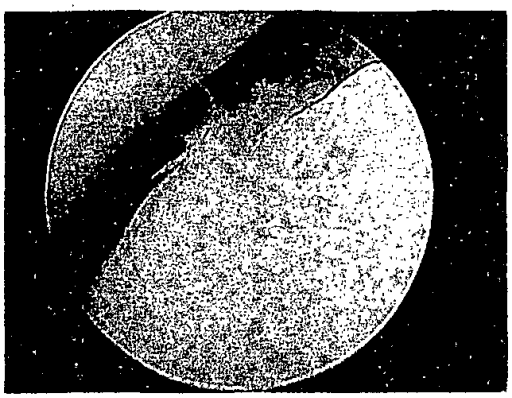
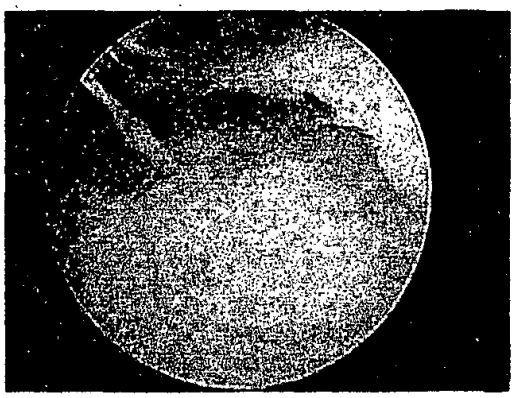
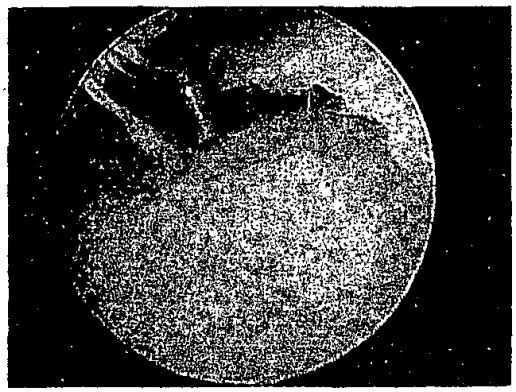
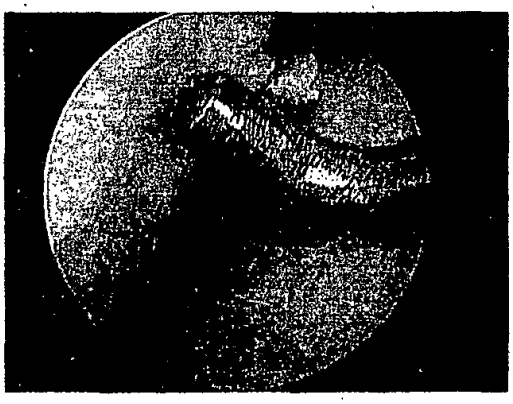
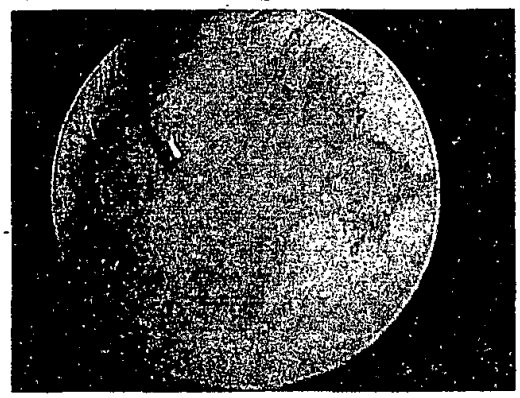
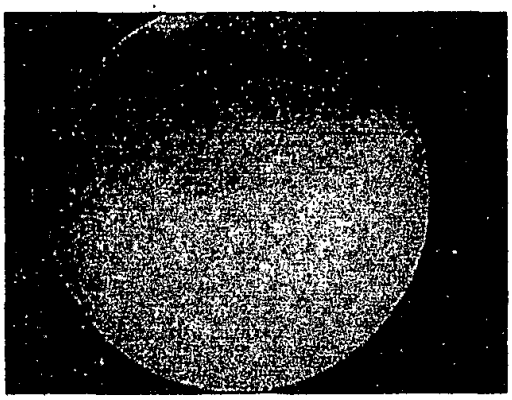
X _____ 5/18/09
Patient Signature Date

_____ 5/18/09
Patient Representative or Guardian Signature (if patient is unable to sign) Date

_____ 5-18-09
Physician Signature Date

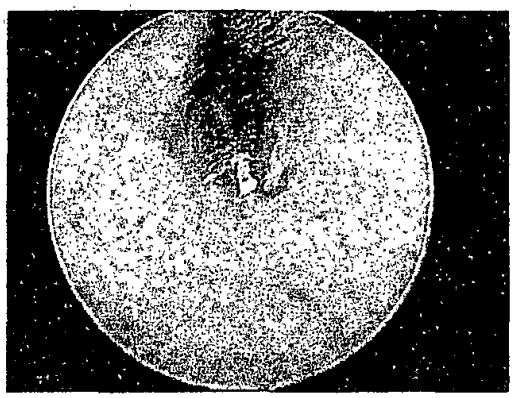
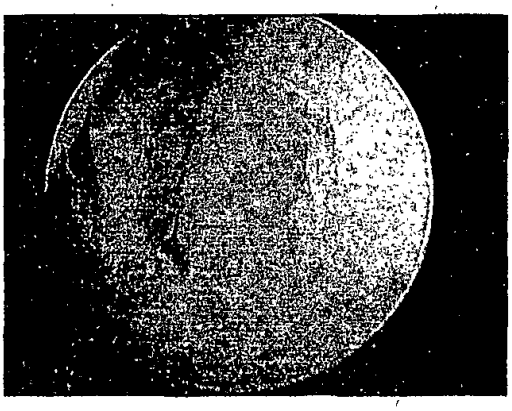
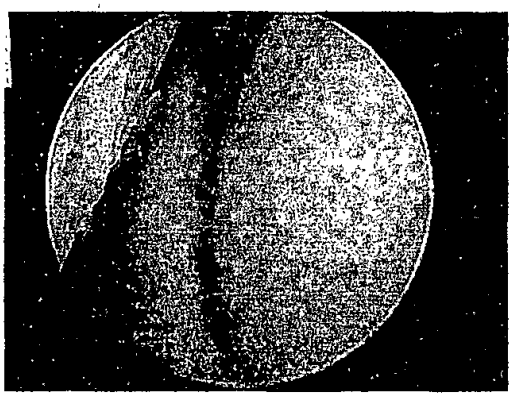
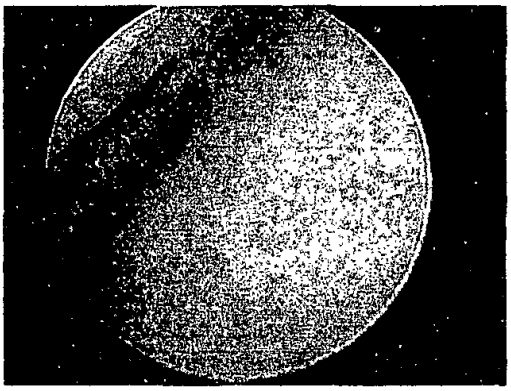
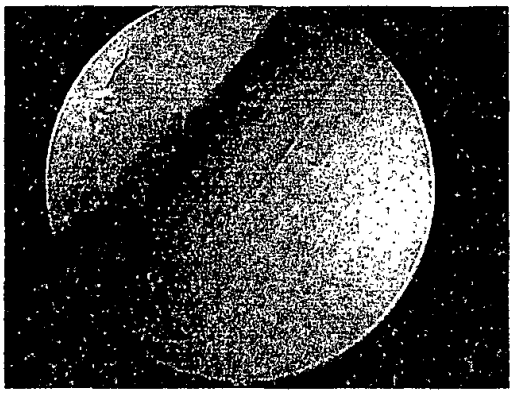
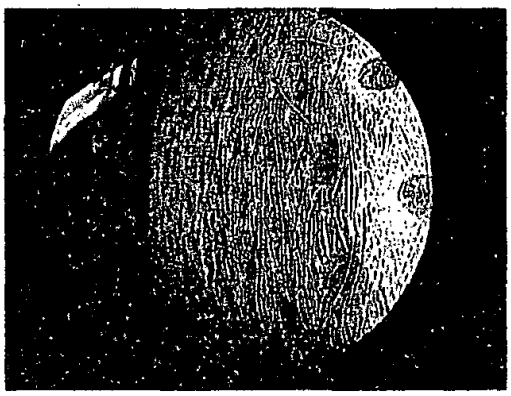
_____ 5-18-09
Nurse Signature Date

dev. 4/09

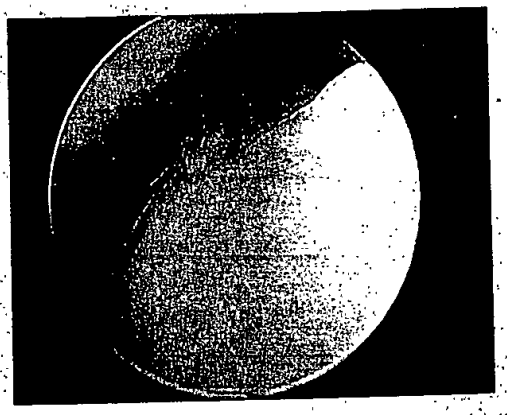
P/T-O/P
043772
M 56 22 AMB SG
FALLSBURG , NY
05/18/09 B/D 08/30/52
238549 RM-
OYAGUE RALPH
PO BOX 116
DHANAN SUS

P/T-O/P
043772
M 56 22 AMB SG
FALLSBURG , NY
RM-
238549
OYAGUE RALPH
PO BOX 116
DEWAAN SUS
05/18/09 B/D 08/30/52

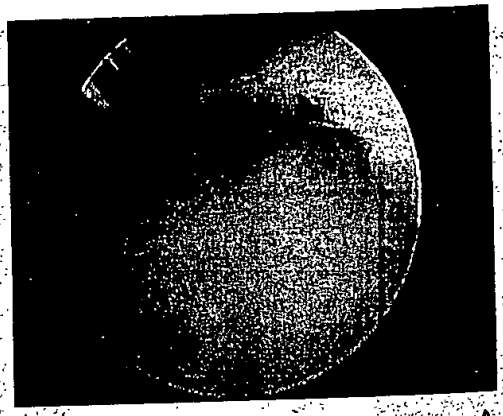







Stryker ENDOSCOPY

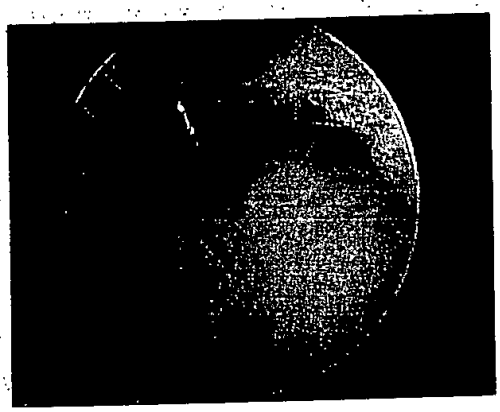
238549 RM- 043772 P/T-O/P
OYAGUE RALPH M 56 22 AMB SG
PO BOX 116 FALLSBURG NY
DHAWAN SUS 05/18/09 B/D 08/30/52



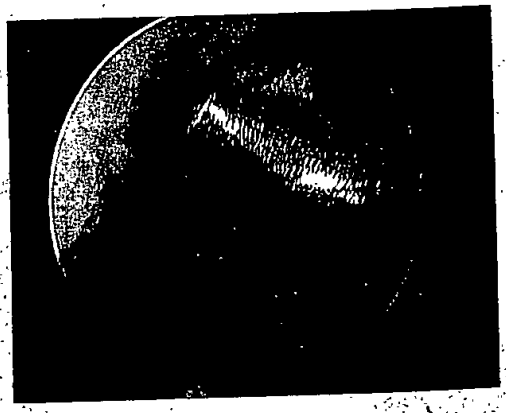
PF arthritis



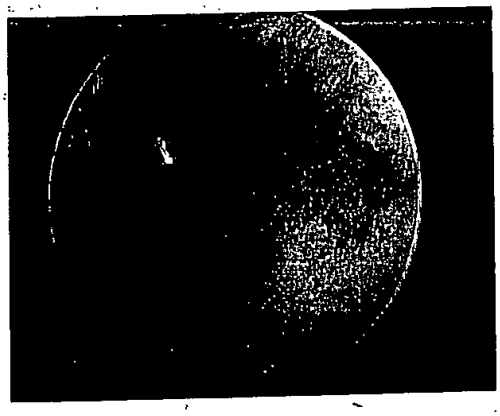
Medial tibial Condyl & Junctional medial meniscus tear

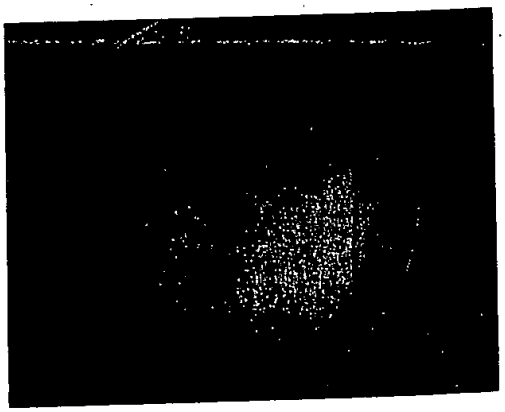


medial femoral Condyle defect.



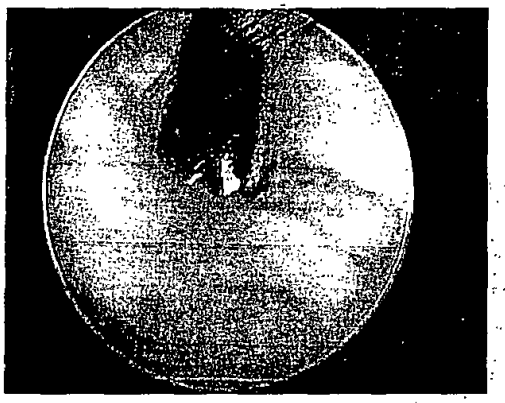
Fibrillation of medial femoral condyle.



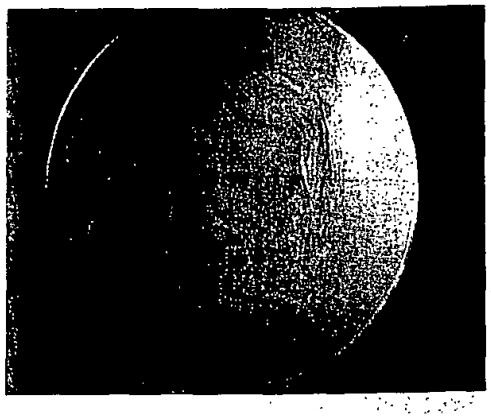


Medial Compartment

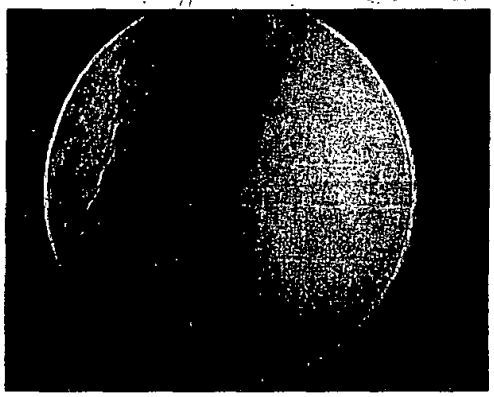
stryker ENDOSCOPY



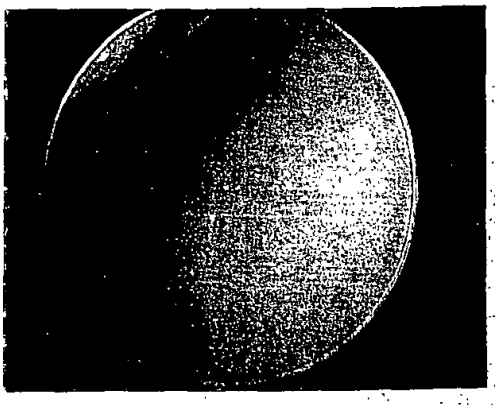
ACL (Stranded) in 4 strands.

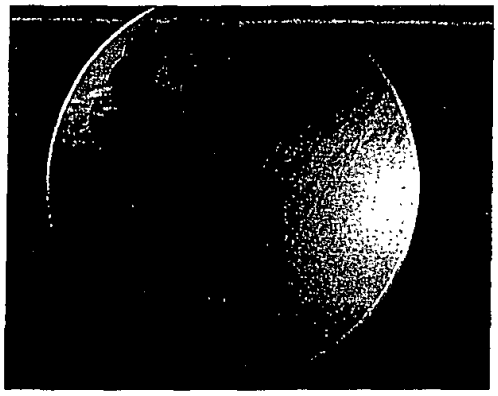


Lat. meniscectomy horizontal

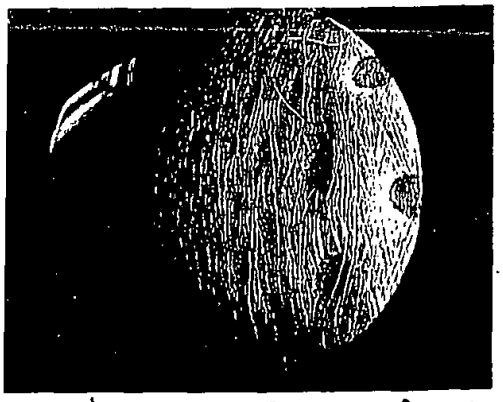


S/P partial lat. meniscectomy





S/P chondroplasty lat femoral condyle and lateral meniscectomy



238549 RM- 043772 P/P-O/P
OYAGUE RALPH M 56 22 AMB SG
PO BOX 116 FALLSBURG , NY
DHAWAN SUS 05/18/09 B/D 08/30/52

3105A (Revised 3/06)

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague Ralph	96A0918	8/30/52	690

Subjective: Pt c/c requesting cold meds — Vat - BP ✓

Objective: No cough present — c/o runny Nose + Sore throat

Assessment: #2 MD apt for knee - (R) side requesting MRI — Still has pain — Surgery recently pressure ↑ pain —

Plan: T: 98.2 141/90 Hillier

Last Name _____

DIN 96A0918 Location DS230

Date 1/12/10 Time 0940

Provider Orders:

issued cold meds as requested

MD apt as requested

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time 0942

Subjective: Renew or D/C

Last Name Oyague, Ralph

DIN 96A0918 Location DS230

Date 1/13/10 Time _____

Objective:

Assessment:

Plan:

Provider Orders:

① Glucosamine tab po 1 (one) BID x 3 refills

noted 0292

Signature/Provider # Roberts III RN Transcribing Order/Provider #/Date/Time _____

Subjective:

Renew or D/C

Last Name Oyague

DIN 96A0918 Location _____

Date 1/20/10 Time _____

Objective: Colchicine 0.6mg po daily x 3 refills

Provider Orders:

Assessment:

Plan:

noted 1/20/10 S

Signature/Provider # Roberts III RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

Acumen Medical Expert Consultants
595 New Loudon Road #255
Latham, New York 12110
518-482-1798 888-242-0050

email:docs@acumenmed.com
www.acumenmedexperts.com
www.acumenmed.com

March 25, 2013

Ralph Oyague 96A0918
Clinton Correctional Facility
P.O. Box 2000-1
Dannemora, N.Y. 12929

To whom it may concern:

This letter summarizes our review of the medical records of Ralph Oyague, a 58 year old male with a past medical history significant for allergies and gastric reflux, who underwent arthroscopic surgery performed by Steven Schwartz, M.D. at the Mount Vernon Hospital on 6/22/ 2007.

The surgery consisted of a partial right medial meniscectomy, a partial right lateral meniscectomy, chondral abrasion chondroplasty of the trochlear groove and right anterior femur. Intra-operative findings were a tear of the posterior horn of the medial meniscus at the corner, a tear of the medial body of the medial meniscus, a heal (avulsive tears) of the anterior horn, a grossly intact lateral horn except for a partial detachment posteriorly (trimmed back to the tibial plateau for stabilization), osteochondritis dessicans with a large articular cartilage groove of the femur (trimmed and smoothed to avert further abrasive damage) and loose cartilage fragments within the compartment (removed).

Following the surgery, pain, swelling and buckling in the knee returned and was not responsive to conservative measures such as physical therapy, non-steroidal anti-inflammatory medications, or Synvisc injections.

An MRI of the right knee performed before the second surgery, showed tears of the medial and lateral meniscus.

The second surgery was performed by Sus Dhawan, M.D. at the Ellenville Regional Hospital on May 18th 2009. Intra-operative findings were a tear of the posterior horn of the medial meniscus and a horizontal tear of the lateral meniscus. Osteoarthritis was noted throughout the knee with erosions of the cartilage of the medial tibial condyle, lateral femoral condyle, and the patella.

These defects were treated with partial medial and lateral meniscectomies and chondroplasties of the medial tibial condyle, lateral femoral condyle, chondroplasy of the patella.

A chronology of events follows:

Sullivan Correctional Facility Ambulatory Notes:

5/16/05: RN:
S. Right knee buckling, associated with pain.
O. 4x6 cm lump of posterior knee.
A. Bucklin, painful right knee with associated Baker's cyst?
P. Knee sleeve for 30 days. MD consult. Claritin 10mgOD x 60days for seasonal allergies.

5/18/05: Sullivan C.F.: Chief complaint: Pain and swelling of the right knee.
Exam: Negative except right knee.

Plan: Rest, ambulate with cane, need arthroscopy.

5/23/05: S. Evaluation of posterior knee mass.
O. Vitals: Wt. 184lbs, T 98.4, P80, R16 BP 110/72
A. Suspect gout:
P. Ibuprofen 600mg QD, Claritin, nasal saline.

Acumen Medical Expert Consultants
595 New Loudon Road #255
Latham, New York 12110
518-482-1798 888-242-0050

email:docs@acumenmed.com
www.acumenmedexperts.com
www.acumenmed.com

5/28/05: Admit to the infirmary.

5/29/05: S. Right knee" lump comes and goes".
O. Firm, hard, fixed, tender, round lump of posterior R knee.

5/30/5: Alert and oriented x 3, gait steady, knee sleeve in place,. No redness though area is raised.

5/31/05: RN: S/O. Complaining of pain behind right knee. "Lump comes and goes"
A/P: Return to clinic if lump returns.

6/6/05: RN: S/O. Large cystic area behind the right knee.
A/P: MD to evaluate. Needs PA evaluation.

6/8/05: S.Pain and swelling behind right knee.

O. X-ray: Right knee: No fractures, dislocations, or significant arthritic changes. Vague soft tissue fullness in posterior popliteal space up to 4 cm with increased soft tissue density in suprapatellar area suggesting an infusion.

A. /P: Possible right knee supra-patellar effusion with posterior popliteal Baker's cyst.

7/19/05: Orthopedic clinic: Steven Schwartz, M.D.: A 53 y/o inmate with right knee pain for 3 months. An elastic bandage and Ibuprofen were helpful in reducing pain.
Physical Examination: Good range of motion with a tender posterior popliteal mass and red calf.
A/P: 1. Baker's cyst rupture. 2. Ruptured plantar tendon. Ref. to Albany Medical Center for MRI of right knee and calf.

8/23/05: Albany Medical Center: Right Knee MRI T1 and T2 weighted images:
There is soft tissue edema over the medial collateral ligament. MCL intact. The ACL, PCL, lateral collateral ligament, quadriceps and patellar tendons are intact. Medial and lateral patellar retinaculums unremarkable. There is mild loss of articular cartilage in the medial joint compartment. There is a small Baker's cyst with no effusion.
Impression: 1. Small Bakers cyst. 2. Grade I strain of medial collateral ligament. 3. Mild degenerative change in the medial joint compartment.

September 2, 2005: Orthopedic clinic: Right medial knee pain at rest. No swelling, No C&S, No falling.
MRI of 7/19/05: Baker's cyst, MCL strain. Impression: His symptoms appear arthritic in nature. Surgery for Baker's cyst is not pertinent at this time. Treat with motrin and Arthrotec 75mg qd. Pain meds PRN.6/1/06: Knee pain secondary to Baker's cyst.

5/8/06: R knee pain MRI negative. R knee cyst enlarged. Requesting evaluation.

6/27/06: R knee pain, Baker's cyst.

6/29/06: Physical Therapy eval: George Forrest PTH. Pain in right knee after running 100yard dash.! Given cortisone injection. Rejecting possibility of having cyst drained.

October 11, 2006: State Commission of Correction letter: Nature of condition is arthritic with a Baker's cyst and no surgery indicated at this time. Physiologist referral for opinion when available.

10/31/06: Ambulatory Health note: Cyst behind right knee. Wants it drained. Continue meds.

11/1/06: AH note: R knee pain. No surgery indicated by orthopedics. Increase Arthrotec to 75 mg.

Acumen Medical Expert Consultants
595 New Loudon Road #255
Latham, New York 12110
518-482-1798 888-242-0050

email:docs@acumenmed.com
www.acumenmedexperts.com
www.acumenmed.com

12/27/06: Shedule MRI of R knee. 3/29/07.

3/29/07: Middle Village Radiology: Repeat MRI of R knee : Findings: Tear of the anterior and posterior horn of the medial meniscus. Impression: Suprapatellar effusion. Tear of the medial meniscus. No acute fractures or osteochondral injuries.

4/16/07: Middle Village Radiology, Rego Park NY.
MRI: Suprapatellar effusion, medial meniscus tear, no acute fractures or osteochondral injuries.

5/8/07: 54 year old male admitted for right knee surgery.
Mount Vernon Hospital: Orthopedic Surgery Dr. Schwartz:
Baker's Cyst noted. MRI : Tear of anterior and posterior horn of medial meniscus.
Admission for arthroscopy and partial excision of the R. medial meniscus.

Intra-operative findings of R knee: Tear of posterior horn of medial meniscus.
Tear of medial portion of body of medial meniscus.
Heel tear anterior horn of medial m.
Osteochondritis dessicans with large 1.5 x 2cm articular cartilage defect of the femur at the trochlear groove.
Fragments were removed and defect was shaved down and smoothed.
Partially detached posterior horn of the lateral meniscus.

Procedure: Partial R medial; meniscectomy. Partial R lateral meniscectomy Chondral abrasion chondroplasty tochlear groove, right anterior femur. Anterior horn showed an old tear now healed, scarred, and stable and was not approached. The corner of the posterior lateral horn was partially removed and the edges smoothed. The posterior medial corner of the meniscus was trimmed back to the stable rim and smoothed.

6/26/07: AH note: DC to population status post arthroscopy. Full wt bearing using crutches until 6/29 then a cane for two weeks. Ibuprofen 600mg prn for pain.

6/29/07: AH note: Suture removal. Crutches returned for cane. Area cleansed sutures removed. Wound dry and well healed. Status post arthroscopy with medial and lateral meniscectomy. The inmate reports he got the wound wet in the shower as he was not told to keep it out of water. Inmate arguing about time it took to get surgery on the knee.

7/11/07: AH Consultation PT: SP knee surgery 2 weeks ago.
Examination: Moderate swelling and pain in area of surgery. Mild atrophy of R quadriceps.
A/P: Continuous PT three times per week for four weeks to begin immediately please.

7/27/07: AH Consultation Orthopedics: Dr. Schwartz: Status post L& M meniscectomy, abrasion arthroplasty and removal of loose bodies in R knee. The patient is healing well . Continue PT. RTC 6 weeks.

2/12/08: AH Consultation Dr. Schwartz: Right knee pain continues: Baker's cyst with pain on palpation in posterior popliteal fossa. Mild joint effusion and tenderness at lateral line. Knee is stable in all planes. Sched MRI with contrast. RTC after MRI.

3/25/08: Albany Medical Center: MRI with and without contrast performed.
Impression: Status post partial medial meniscectomy. There is meniscal contour irregularity with focal signal at the posterior junction of the medial meniscus remnant suggestive of a radial tear of the remnant medial meniscus.

Small radial tear at the free edge of the mid body of the lateral meniscus.

Moderate to severe osteoarthritis of the medial compartment. Mild osteoarthritis of the lateral compartment.

Acumen Medical Expert Consultants
595 New Loudon Road #255
Latham, New York 12110
518-482-1798 888-242-0050

email:docs@acumenmed.com
www.acumenmedexperts.com
www.acumenmed.com

Patellofemoral osteoarthritis with grade II-III chondromalacia patella. Full thickness chondral fissure at the patellar ridge.

4/29/08: AH Consultation: Dr. Shwartz: the patient complains of tightness. MRI as above. Tear of meniscal remnant is causing most of his problems. Patient not happy with explanation. Dr. Schwartz wishes to have second opinion from Dr. Holder.

4/30/08: Request for examination and second opinion by Dr. Holder was denied by Albany Correctional, as Dr. Holder agreed with Dr. Schwartz's evaluation.

6/20/08: George Forrest: Physiatrist: Examined patient and referred to orthopedics.

7/16/08: Schedule for Synvisc injection.

7/2708: Status post follow up after a Synvisc injection.
Second dose of Synvisc

7/29/08: Third dose of Synvisc. Still complaining of some errythema.

5/18/09: Ellenville Regional Hospital : Arthroscopic Surgery: Dr. Dhawan. History of pain swelling, buckling of right knee.
His past medical history is significant for arthroscopy and partial medial meniscectomy
He was treated with Synvisc injections also.

A recent MRI showed a tear of the medical meniscus and lateral meniscus.

Post operative diagnosis: 1. Osteoarthritis R knee. 2. Tear of posterior horn of medial meniscus.3. Horizontal tear of lateral meniscus.

Procedure: 1. Arthroscopy of right knee. 2. Partial medial and lateral meniscectomy. 3. Chondroplasty of medial tibial condyle and lateral femoral condyle. 4. Chondroplasty of patella.

Post op orders: 1. Keep the dressing intact. 2. ? 3. Keflex 500mg. q6 x 10days.
4. Pain medications 5. Ambulation with a cane, weight bearing as tolerated, 6. FU in 1 week at ortho clinic at ERH.

Conclusion:

The primary complaint of the plaintiff in this case is substandard orthopedic surgery performed by Dr. Schwartz. The revision surgery of May 18th 2009 was necessary due to failure of the R knee surgery performed by Dr. Schwartz on 6/22/ 2007. The imaging and findings of Dr. Schwartz and those of Dr. Dhawan should correlate in substantiating a malpractice claim.

Discussion:

As the primary complaint in this case asserts substandard orthopedic surgery provided by Dr. Schwarz, the defects Dr. Schwartz " missed" at the time he performed surgery and the findings of Dr. Dhawan at the time he performed surgery two years later, should correlate in substantiation of the claim.

Other Findings:

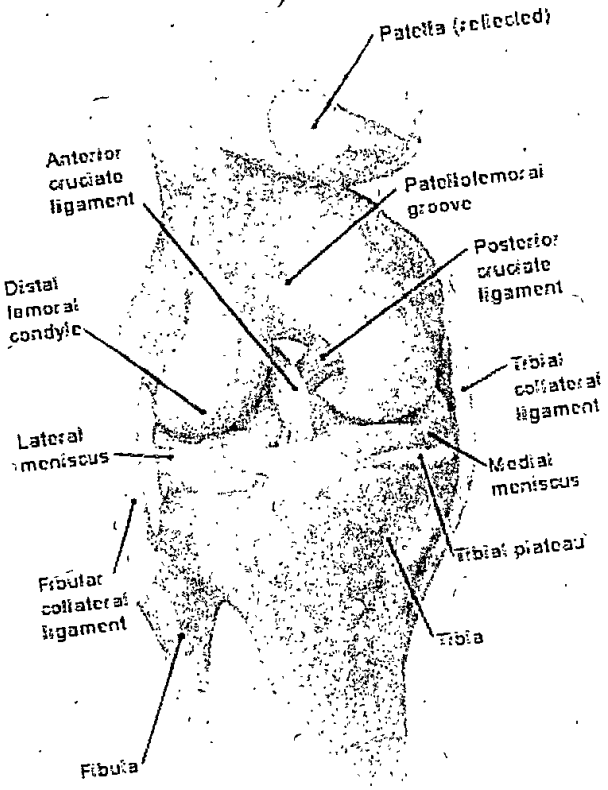
Of particular note in both surgeries is the presence of osteoarthritis accompanied by characteristic erosion and weakening of cartilage. It has been postulated by many that arthroscopy itself and the procedures involved, accelerate the development of osteoarthritis. A Baker's cyst, as you may know, is commonly associated with osteoarthritis as was the time it took to perform the surgeries.

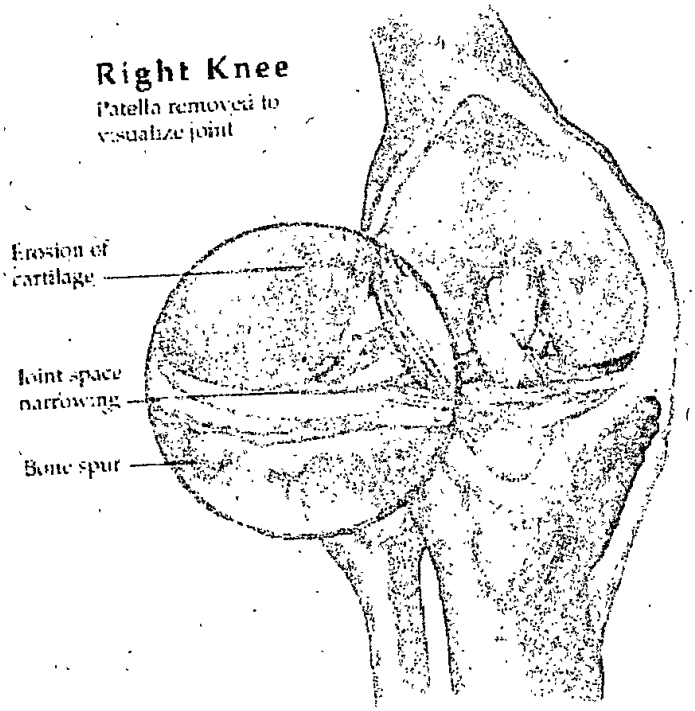
If disease of the knee continues to progress, an obvious option is knee replacement. Alternative therapies such as regenerative growth hormone or stem cells in various solutions by intra-articular injection, such as "Prolotherapy", have gained some attention in recent years.

I have included some diagrams to illustrate the surgery performed and to further elucidate the findings and procedures described in the operative notes of both surgeons.

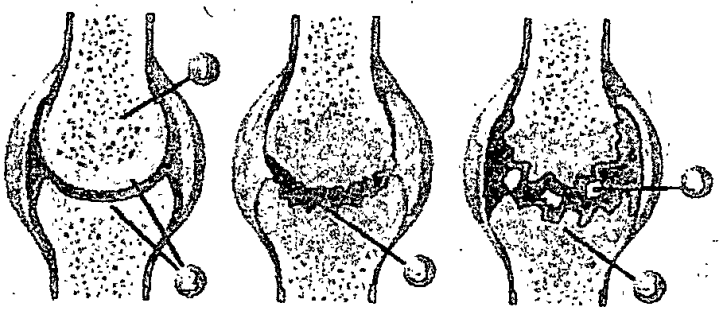
Sincerely,

Louis C. Marotta, M.D.

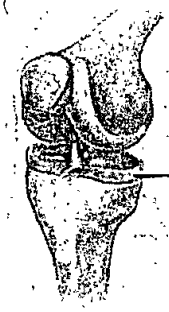

Patella (reflected)
Anterior cruciate ligament
Patellofemoral groove
Posterior cruciate ligament
Distal femoral condyle
Tibial collateral ligament
Lateral meniscus
Medial meniscus
Tibial plateau
Fibular collateral ligament
Tibia
Fibula


Right Knee
Patella removed to visualize joint
Erosion of cartilage
Joint space narrowing
Bone spur

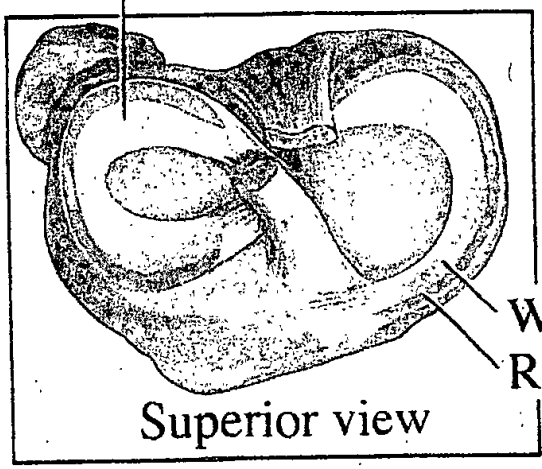
Evolution of Osteoarthritis



Right knee joint



Meniscus



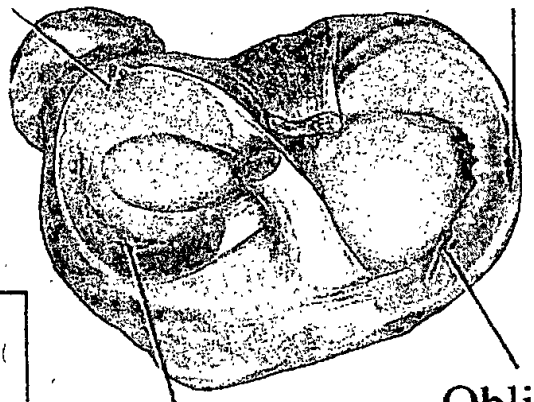
White zone – cartilage is removed

Red zone

Superior view

Radial tear

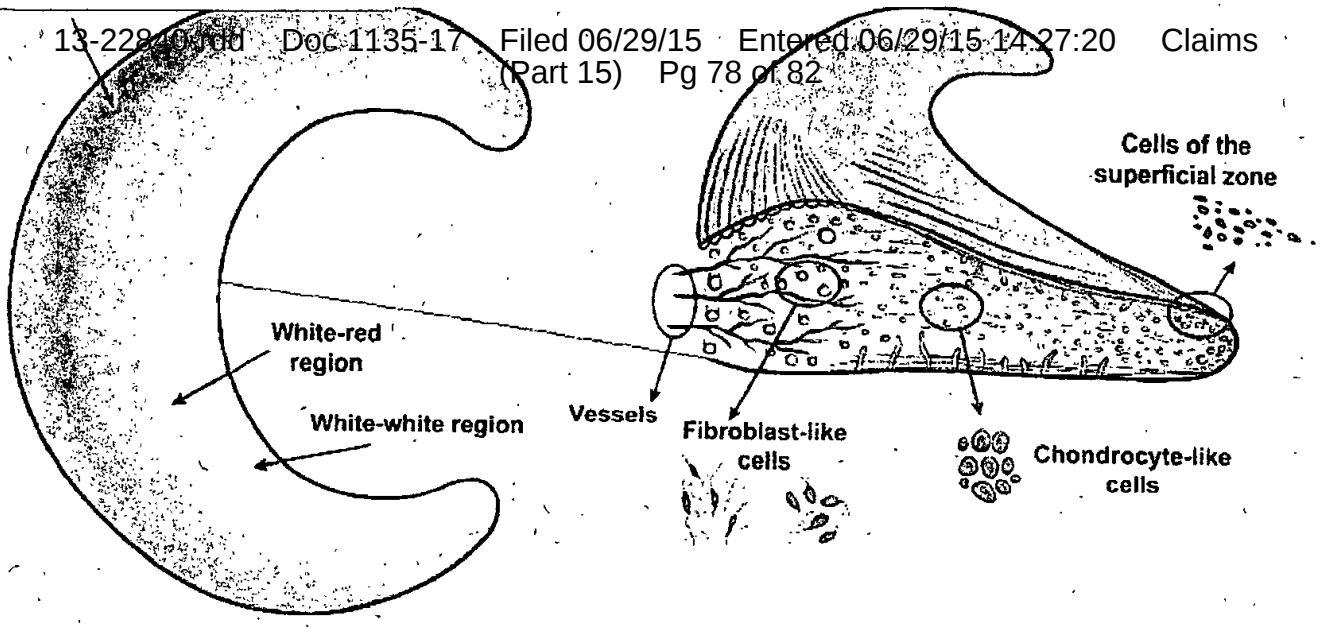
Longitudinal horizontal tear



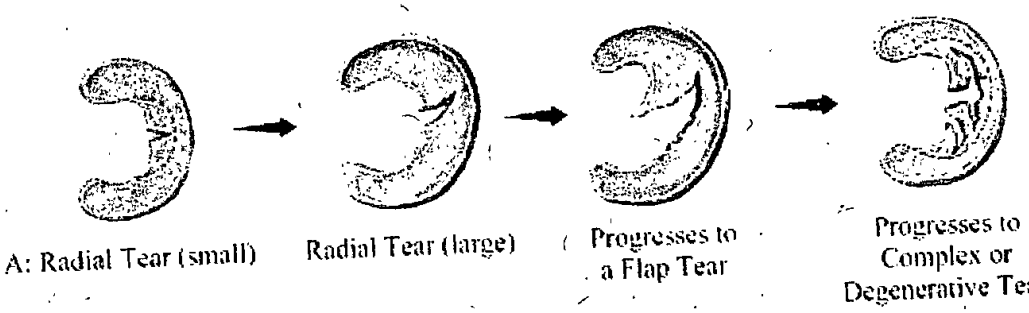
Longitudinal vertical tear

Oblique tear

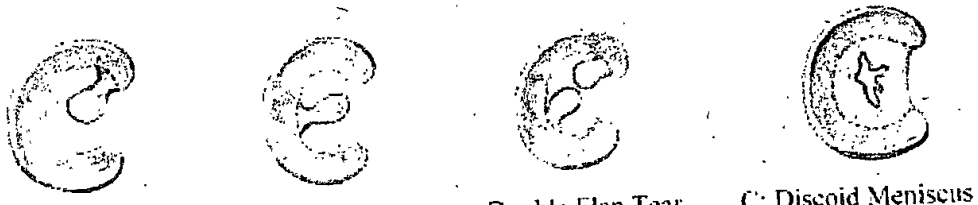
Cartilage may be repaired because of available blood supply.



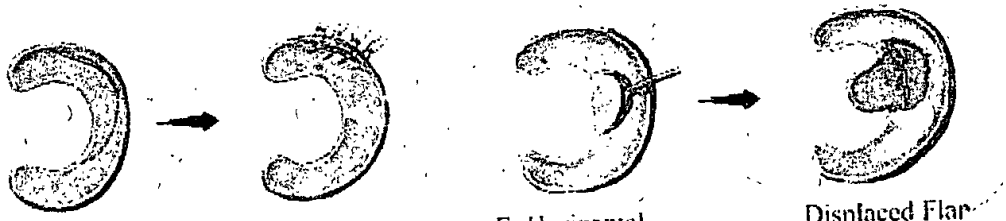
Meniscus ~ Cross Section
& vessels in "red zone"



A: Radial Tear (small) Radial Tear (large) Progresses to a Flap Tear Progresses to Complex or Degenerative Tear



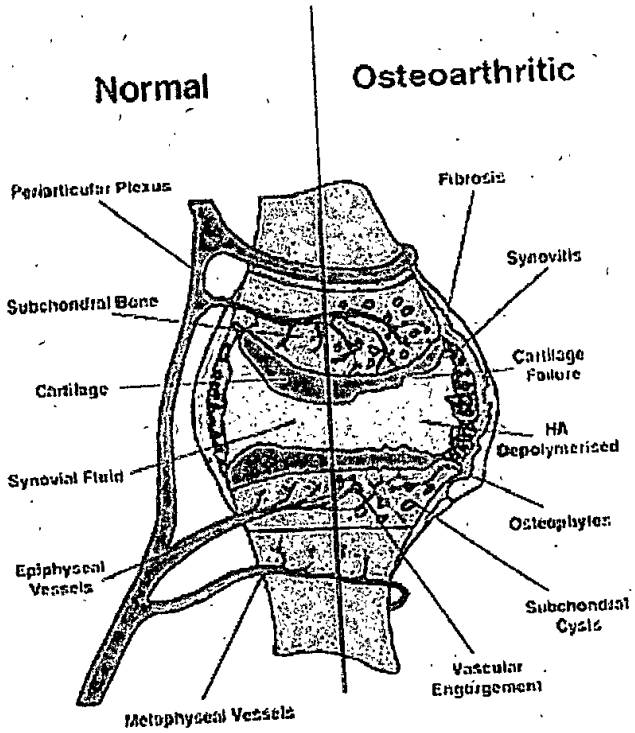
B: Flap Tear Flap Tear Double Flap Tear C: Discoid Meniscus



D: Peripheral Tear Repaired Peripheral Tear E: Horizontal Flap Tear Displaced Flap Tear (horizontal)



F: Longitudinal Tear (short) Longitudinal Tear (long) Longitudinal Tear (displaced bucket-handle)

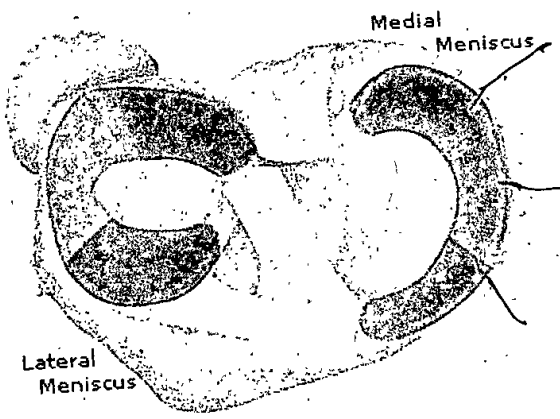


Osteoarthritis leads to weakening & fraying of cartilage.

Some say Does partial meniscectomy or arthroscopy leads to worsening of Osteoarthritis

Menisci are cartilaginous/fibrous structures. (Cartilage & bone etc)

Osteoarthritis = Cartilage degeneration, bone erosion, bone spurs etc. (Osteophytes)



Posterior horn

mid body

anterior horn

13-22840-rdd Doc 1135-17 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 15) Pg 82 of 82

RALPH OYAGUE 96A0918
CLINTON CORR. FAC.
P.O. BOX 2000-1
DANNEMORA, N.Y. 12929

CLINTON CORRECTIONAL FACILITY

049J8024561
$05.85
01/09/2014
Mailed From 12929
US POSTAGE

UNITED STATES POSTAL SERVICE

USPS TRACKING #

9114 9011 5981 5946 5215 22

Label 400, Jan. 2013
7690-16-000-7948

SOUND SHORE MEDICAL CENTER
c/o GCG, INC. - P.O. BOX 9982
[redacted]
DUBLIN, OH. 43017-5982

LEGAL MAIL

CORRECTIONAL FACILITY
LAW LIBRARY
LEGAL MAIL ONLY

PRIORITY® MAIL
UNITED STATES POSTAL SERVICE
Visit us at usps.com

Label 107R, January 2008

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)

RALPH OYAGUE

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 14 2014

Name and Addresses Where Notices Should be Sent:

RALPH OYAGUE
P.O. BOX 2000-1
DANNEMORA, N.Y. 12929

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR.

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☒ Personal Injury/Wrongful Death ☐ Wages (Dates)
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other (Specify: Value of Legal Services

2. DATE DEBT WAS INCURRED (IF KNOWN): October 29, 2013

3. DESCRIPTION OF CLAIM (IF KNOWN): Notice of Intent to Sue for collateral Damage (left knee) w/Proof of claim)

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 3500.00 (Thirty-Five Hundred Dollars) (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY. To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. (enclosed)

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: RALPH OYAGUE
Title: _____
Company: _____
Address and telephone number (if different from notice address above):
_____
_____
_____
Telephone number: _____

Ralph Oyague (Signature) JANUARY 2, 2014 (Date)

email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01164
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982
SSM0204504034
RALPH OYAGUE 96A0918
PO BOX 2000-1
DANNEMORA, NY 12929

Re: Sound Shore Medical Center of Westchester, *et al.* - *Case No. ROBERT D. DRAIN (the "Debtor")*

GCG, Inc. **("GCG")** is the claims and noticing agent in the Debtor's Chapter 11 proceeding. Your proof of claim form (the **"Claim"**) has been received and recorded as follows:

Date Received: 08/09/2013
Claim Number: 121

Please be advised that the first page of your Claim is accessible to the public through the case administration website, www.gcginc.com/cases/soundshore/. *You are strongly encouraged to review your claim on the website by clicking on the Claims Register/Creditor Search link and then entering your claim* number. Please contact GCG toll free at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com if your claim includes any personally identifiable information ("PII"). PII includes a social security number, driver's license number, account number, credit or debit card information (including password, access code or PIN#), etc. At your direction, GCG will redact the PII from your Claim. GCG, however, is not authorized to provide legal advice or instructions regarding preparation or modification of your Claim.

**Please note that this acknowledgement is not an indication that your Claim has been accepted or allowed as filed. All claims must be submitted in hard copy, either by mail or hand delivery. Claims submitted via email or facsimile may be objected to and disallowed on that basis. If your claim was submitted via email or facsimile, you must submit a hard copy on or before the bar date for filing claims in this case. All claims are subject to review and possible objection. A claim may be removed from the claims register if a claim is found to be a duplicate of another filed claim by the same creditor. It is the claimant's obligation to continually check and review any claims filed on the claims register.*

GCG, Inc.

STATE OF NEW YORK
COURT OF CLAIMS

RALPH OYAGUE,
PETITIONER,

-against-

THE STATE OF NEW YORK,
RESPONDENT.

NOTICE OF INTENTION
TO FILE CLAIM

TO: THE ATTORNEY GENERAL OF THE STATE OF NEW YORK:

PLEASE TAKE NOTICE, that the under signed RALPH OYAGUE. intends to file a claim against the State of NEW YORK, pursuant to Sections 10 and 11 of the Court of Claims Act.

1. The name and Post Office address herein is P.O. P.O. Box 2000-1, Dannemora, N.Y. 12929.

2. For the time being, I am representing myself.

3. The nature of the claim is as follows:

This complaint is a related claim to a medical malpractice claim that arose pertaining to neglected, misdiagnosis, and delayed and inadequate treatment of petitioner's right knee that took a total of four years to attend. As the delay and inadequate treatment generated a severe osteoarthritis on the right knee, collateral damage to the opposite or left knee developed that was not addressed in the previous claim. The cause of the injury was the result of years of favoring the left leg from (limping, leaning) on the left side when walking causing the eventual stress tears in the left medial menicus, the delay of proper treatment to the left knee at the outset

that caused severe osteoarthrtis to the left knee requiring surgery that took place at the Alice Hyde Medical Center in Malone, N.Y., 12953, on 8/6/13, performed by Dr. Bernard Marco.

The surgery to my left knee was delayed due to the incompetence of medical professionals employed at the Sullivan Correctional Facility where this claimant was formally housed. As a form of retaliation, these medical professionals refused to send petitioner to get an MRI or an orthopedict specialist despite swelling throughout my left knee, calf, ankles, and an x-ray result that showed some (abnormality) in the left knee and a history of right knee tears, surgeries, and problems similar to one at hand.

This deliberate indifference on these medical professionals was retaliation for the previous lawsuit petitioner filed against them that is related to this claim in which they cause the surgeon to misdiagnose petitioner's knee condition by not providing MRI films to the surgeon when he was due to examine me, causing this surgeon to "guess" at diagnosing petitioner's condition wrongly.

Regarding my left knee, these medical professionals made light of petitioner's suffering, prolonging the suffering and damage with inferior treatment plan of home exercise, and physical therapy and misleading entries that served only to exascerbate the tears and the deteriorating condition of my left knee from the osteoarthritis that would eventually require surgery.

4. Although there is medical malpractice, negligence, and deliberate indifference in the delay of treatment, this claim is for the collateral damage (injury) cause by previous

medical malpractice negligence claim of the right knee, and reserves the right to amend the theory of this claim to medical malpractice, etc.

5. The accrual of this claim can be considered on the day of the surgery of the left knee that was done on August 6, 2013. However, there is some continuous treatment ongoing on the left knee.

6. For the reasons stated herein, Claimant makes demands in the amount of $350,000 Dollars.

DATED: October 25, 2013

Ralph Oyague

RALPH OYAGUE, Claimant

Sworn to before me this
29 day of October, 2013.

Keith A. Rebideau

(NOTARY)

KEITH A. REBIDEAU
Notary Public, State of New York
No. 01RE6034390
Qualified in Clinton County
Commission Expires December 13, 2013

Verification

State of New York)
)ss.:
County of Clinton)

RALPH OYAGUE, being duly sworn, deposes and says that he is the petitioner in the within proceeding; that he has read the foregoing petition and knows the contents thereof; that the same is true to his knowledge, except as to the matters alleged therein on information and belief and that as to those matters he believes them to be true.

Ralph Oyague
RALPH OYAGUE

Sworn to before me this 29th
Day of October, 2013.

Keith A. Rebideau
Notary Public

KEITH A. REBIDEAU
Notary Public, State of New York
No. 01RE6034390
Qualified in Clinton County
Commission Expires December 13, 2013

OFFER FOR RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Agreement") is made on this following date, _____, 2013, by Ralph Oyague, the claimant, and the SOUND SHORE MEDICAL CENTER, ALL ITS AFFILIATE DEBTORS, MEDICAL PROFESSIONALS, ET.AL., referred to as (THE DEBTORS).

1. For the Purposes of this offer to settle, resolve, or otherwise dispose of these medical malpractice claims and potential indemnification affiliates, medical professionals, and/or current or former employees, and other professionals providing medical services, any agreement will be considered under the auspices of the Stay Modification Option in the event of mutual agreement.

2. Claimant served a complaint in a lawsuit entitled, "RALPH OYAGUE v. STEVEN D. SCHWARTZ, M.D., P.C., and THE MOUNT VERNON HOSPITAL", index no. 4289/09, and whereas the Defendants answered the Complaint as separate respondents, and whereas the claimant, Ralph Oyague, and the Defendants, singularly collectively, as (THE DEBTORS) desire to voluntarily and fully settle all claims, controversies, and disputes among and between them relating to this lawsuit, where claimant has alledged the Debtors caused claimant to be injured in a past, present, and foreseeable future manner relating to regarding procedures rendered prior to and during a June 22, 2007, surgical procedure performed at the Mount Vernon Hospital.

3. Claimant understands that subject to the committee approval procedures, settlement shall be construed as an allowed unsecured non priority claim, and holder thereof shall receive a pro rata distribution from the medical malpractice reserve that will be established under a Plan provided forthwith in a executor's trust fund to be established by the Debtors for the holder subject to an initial agreed payment of $10,000 that will be in two parts and deducted from the aggregate amount settled on.

4. Any Counteroffer, shall acknowledge each and every portion of of the claims outlined herein, with some valuable consideration for each debtor, or collective portion of debtors as per each individual claim, in the same manner as brought here to arrive at the counteroffer, thereby giving valuable consideration to each of the claims mentioned herein in basically the same format stating what, if any, deviation is asserted and the reasons if applicable.

5. Now Therefore, for good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledges, the parties mutually agree as follows:

RELEASE AND DISCHARGE: In consideration for the payment specified herein, itemizing each and every Debtor as per their concern individually, and collectively, agree to a payment of $850,000 Dollars as an aggregate sum to release and discharge, First, Dr. Steven D, Schwartz M.D.,P.C., in the amount of $250,000 Dollars; Y. Estrada, indemnified employee at the Mount Vernon Hospital who assisted in the surgery, $125,000 Dollars; The Mount Vernon Hospital itself, along with any other medical professionals who also assisted, $75,000 Dollars.

With regard to any of the other professional medical indemnified staff who associated and collaborated with Dr. Schwartz, and worked in conjunction as alledged contributors to this claimant's past, present, and future debilitating injury to this claimant, and does not work at the Mount Vernon Hospital, a separate complaint was filed and served in a lawsuit entitled, "RALPH OYAGUE V STATE OF NEW YORK, claim index no. 117462, where these medical professionals are indemnified. As to this claim and in valuable consideration thereof in the amount of $150,000 Dollars, claimant releases and discharges as part and parcel of this resolution, and discharges any potential indemnification claim that may be asserted in any future potential shared liability.

With respect to related future post petition claims that may arise, claimant asserts that there is only one that is related to this claim that is anticipated to be filed in the future. That claim pertains to the collateral damaged injury caused by this malpractice damage, to wit: The opposite leg left knee sustained considerable damage from the years of favoring and leaning on it while walking culminating in menicus tears, ligament damage, bakers' cysts and severe osteoarthritis, requiring surgery on August 6, 2013, along with follow up care further debilitating claimant. A Notice of Intent with the proof of claim is enclosed.

Whereas in consideration for the payment of $250,000 Dollars, by and behalf of the Debtors and all their respective assigns likewise, from any present other affiliates, the Creditor herein, on his own behalf, and on behalf of his successors, heirs, beneficiaries, attorneys, insurers, agents, and representatives, hereby forever releases and discharges the Debtors and all their respective assigns likewise, from any and all past, present and future claims, demands, obligations, actions, causes of action, whether based on tort, contract, or other theory of recovery which the claimant did anticipate or which may hereafter accrue, or may grow out of or into a Lawsuit.

PAYMENT: In consideration of the promises and releases contained in this agreement and in full and final settlement of all claims the claimant or the Debtors could have against one another, the Defendants agree to make the payment of $850,000 (Eight Hundred Fifty Thousand Dollars). Debtors agree to establish and pay for an established Executor's Trust Fund made for and under the sole jurisdiction of Ralph Oyague, where pro rata distribution of the settlement will be sent within a confined designated time span if the Debtors choose to do so rather than a one lump payment. This agreement will be subject to an immediate payment by certfied check of $10,000 Dollars at the time of agreement, $5,000 Dollars when agreement is established, and the other $5,000 within 60 days thereafter. The attorney assigned the fiduciary duty of establishing the Executor's Trust Fund will contact the holder and advise him accordingly. The two $5,000 Dollar certified checks shall be sent to the following address:

RALPH OYAGUE 96A0918
CLINTON CORRECTIONAL FACILITY
P.O. BOX 2000-1
DANNEMORA, N.Y. 12929

DELIVERY OF STIPULATION OF DISCONTINUANCE. With the Execution of this agreement, the Claimant agrees to execute a stipulation of discontinuance of the Lawsuits. Claimant agrees that the Debtors' Counsel will subsequently execute and file the Stipulation of Discontinuance for each court index case with the Clerk of the Court this agreement entails.

NOTE TO THE STIPULATION: The Post Petition matter will be sent to the attention of the Attorney General of New York State in Albany since a court index has not yet been assigned.

NO ADMISSION: By agreeing to mediate the Medical Malpractice Claims through this settlement offer, The Debtors are not acknowledging or admitting any liability in connection with the medical malpractice claims.

SEVERABILITY: If any portion or portions of this agreement may be held invalid as to any of the claims in this agreement, or the Debtors feel that there is no justification for inclusion of any of the claims set herein, or if the Debtors feel that they want to minimize exposure at this time, the Debtors have the option of withdrawing that portion or claim, allowing the claimant to further pursue this claim, but all remaining provisions of this agreement shall otherwise remain in full force and effect and the option claim will be construed as if such portion has no jurisdiction and a stipulation of that portion will be deducted from the aggregate settlement. This portion so stipulated however, will allow the claimant to pursue such claim in the courts. The $10,000 Dollar portion of the agreement will remain in effect regardless.

NOTE TO THIS CLAIM AGREEMENT: A Proof of Claim is accompanied herein for each portion of the claims. Some proof of claim may have extended proofs on multiple claims or multiple defendants. The Mount Vernon Hospital portion has already been submitted to the Debtors Counsel.

VOLUNTARY AGREEMENT: I Ralph Oyague do hereby stipulate that I am the sole representative of these lawsuits, and have voluntarily elected not to include legal counsel at this juncture, and have the authority to execute this agreement to the extent necessary. As such, I wrote, read, and agree to this agreement, and made it fair in the interest of both parties to resolve and conclude these matters in an expediant manner. If the Debtors' counsel and committee agree in principle the offerings set herein, please advise.

By: Ralph Oyague

RALPH OYAGUE, Claimant
Clinton Correctional Fac.
P.O. Box 2000-1
Dannemora, N.Y. 12733

Sworn to before me this
29 day of October, 2013.

Keith A. Rebideau

NOTARY

KEITH A. REBIDEAU
Notary Public, State of New York
No. 01RE6034390
Qualified in Clinton County
Commission Expires December 13, 2013

3105 (Revised 3/06)

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	SCF 690

Subjective: Im D: (L) knee pain, (R) inguinal pain

140/95 (R) groin: NO LN,
(L) knee: NO edem

Objective: ROM OK
210.

Assessment: Scrotal allergy: a dark

Plan: HEP / NSAID's

Last Name _____

DIN _____ Location DS230

Date 6/7/12 Time _____

Provider Orders:
d/c Tylenol
Ibuprofen 600 mg PO QD PRN Qx60d
d/c Claritin
Claritin D, 1 PO QD x90d

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____ (253)

Subjective: RN/SC

IM cont to c/o (R) knee (L) knee pain. (L) pain > (R). Hx 2 Sx (R) knee. Down steps difficult. IM notes

Objective: BP. 149/97

Assessment: clears single step. Requesting medical eval. for (L) knee pain. Limping noted. Posterior. Pain c flexion noted. PA eval. 7/23/12

Plan:

Last Name Oyague

DIN 96A0918 Location DS230

Date 7/17/12 Time _____

Provider Orders:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective: PA: Knee pain

s/p (R) knee arthroscopy 5/2009. (L) knee pain worse than (R)

Objective: stable gait. full ROM
mcl, lcl, acl stable.

Assessment: mild effusion, (+) Baker's cyst. Mac Murray +/-.

Plan: pulses 2+. (+) crepitus
imp OA, Baker's cyst.
290 SM Swartz PA
HEP encouraged BID at least

Last Name Oyague

DIN 96A0918 Location DS230

Date 7/23/12 Time _____

Provider Orders:
Xray (L) knee
has ibuprofen
RA
see above

walked out of exam rm c no limp or hesitation

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

3105 (Revised 3/06) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	SCF 690

Subjective: PA: Flu (L) knee, c/o swelling posteriorly, ↑ pain, requesting MRI

Last Name OYAGUE

DIN 96A0918 Location DS230

Date 8/9/12 Time

Objective: c/o (L) knee swelling posteriorly painful to walk - poor commitment to HEP.

Provider Orders:

Assessment: wants MRI — dictating card faxed 8/9/12 JW

PTH entered FHSI

Plan:

ambulates c slight limp, tenderness at post min Baker's cyst no effusion

290 gm Smarty K nontender to palp, pulses 2+

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective: RN/SC

Last Name Oyague

c/o left knee pain.

DIN 96A0918 Location DS230

Objective: gait appear slow. favor right leg.

Date 8/13/12 Time

Home exercises not working.

Provider Orders:

Assessment: knee appear swollen. full range of motion noted c pain

Physical therapy scheduled for 8/22

analgesic balm and ibuprofen given for pain.

Plan: epsom salts given

walking hurts.

Neg. xrays for DJD

chart to MD for review

See above

PT pend 8/22/12

Signature/Provider # Joyce R. Mann RN #425 RN Transcribing Order/Provider #/Date/Time _____

Subjective: Renew OR DC

Last Name Oyague

Ibuprofen 600mg

DIN 96A0918 Location DS230

Objective: TPO BID PRN

Date 8/14/12 Time

Ø refills

Provider Orders:

Assessment:

8/14/12 JW

Plan:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

Ned 9AM

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES

SULLIVAN
FACILITY

X-RAY REQUISITION AND REPORT

NAME OYAGUE, RALPH DIN 96A0918

DATE ORDERED 7/23/12 HOUSING UNIT DS 230 WORK LOC.

DATE DONE 7/25/12 DATE OF BIRTH OR AGE 8/30/52

TECHNICIAN [illegible] N/C URGENT ROUTINE

PRECAUTIONS/ALLERGIES/RISKS NKDA

EXAMINATION LEFT KNEE 2V

CLINICAL DIAGNOSIS/HISTORY mild effusion
2 BAKER'S cyst

ORDERED BY DR. 290 Smith PA

Exam left knee AP & LAT views shows no fracture, dislocationor arthritic change. Small anterior superior patellar spur formation noted.
IMP: NO ACUTE FRACTURE LEFT KNEE.
NO DJD.
DEGENERATIVE PATELLAR ENTHESOPATHY AT SITE OF TENDON ATTACHMENT.
NO PRIOR STUDY.

REVIEWED BY (init.) [illegible] 7/31/12 DATE

- [x] NO ACTION IS REQUIRED AT THIS TIME
- [ ] REPORT TO SICK CALL
- [ ] FOLLOW UP WILL BE ARRANGED WITH A PRIMARY PROVIDER
- [ ] FOLLOW UP WILL BE ARRANGED WITH A SPECIALIST
- [ ] NOTIFICATION FORM COMPLETED AND DISTRIBUTED

RJMueller, MD 7-27-12
RADIOLOGIST DATE

DISTRIBUTION: Original -Health Record Copy -Radiologist Copy -X-Ray Folder

FORM 3108 (REV. 10/89)

3105 (Revised 3/06) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	SCF 690

Subjective: Renew or D/c

Objective: Glucosamine tab - + PO BID

X3

Assessment:

Plan:

7/31/12

Last Name _____

DIN _____ Location _____

Date 7/31/12 Time _____

Provider Orders:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective: RN/SC

Lt @ left knee pain

states PT was discussed

Objective: w 7/23/12 PT appt -

states pain predominates

Assessment: L aspect, lower anterior medial aspect

insect site to left thigh

Plan: BP 159/111 P96 - denies chest discomfort

or SOB - ambulates c limp

Warm, edematous, mobile, fluid likeness

noted to asterisk knee, denies decr

Last Name Oyague

DIN 96A0918 Location DS230

Date 8/2/12 Time 1015A

Provider Orders:

by assessment

Ibuprofen x 1wk

antifungal powder

(hard to DA

re pt inquiry?

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective: A, above

Objective: (L) knee; OA patellar enthesopathy

Assessment:

Plan: PA evaluation for PT/Rx

Last Name _____

DIN _____ Location _____

Date 8-3-12 Time _____

Provider Orders:

PA F/U re 7/23/12

8/3/12

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

TO: MS. G. EGGLER, R.N. NURSE ADMINISTRATOR
FROM: RALPH OYAGUE 96A0918
DATE: AUGUST 5, 2012
LOCATION: DS-230

PROBLEM: LEFT KNEE HURTING

DEAR MS. EGGLER,

I HAVE BEEN HAVING PROBLEMS WITH MY LEFT KNEE FOR THE PAST COUPLE MONTHS THAT IS SO SEVERE THAT I AM NOT ABLE TO WALK AT ALL SOME DAYS OR PUT ANY WEIGHT ON IT WITHOUT LARGE DOSES OF IBUPROPHEN. I NEED AN ORTHOPEDIST TO LOOK AT IT, BECAUSE I BELIEVE I HAVE A MENISCUS TEAR AGAIN LIKE I HAD IN MY RIGHT KNEE THAT NEEDED SURGERY. THE OTHER POSSIBILITY IS THAT I MAY NEED CORTISONE INJECTIONS. DR. SIDOROWICZ ISN'T INCLINED TO BELIEVE ME, AND MS. SWITZ, P.A., WAS SUPPOSE TO SCHEDULE ME FOR PHYSICAL THERAPY. I SUGGESTED TO TRY AN X-RAY TO SEE IF ANYTHING CAN BE ASCERTAINED FROM THAT, AND THE X-RAY DIDN'T SHOW ANYTHING. I WAS SENT A DIAGNOSTIC TESTING NOTIFICATION ON THE X-RAY AND IT SAID THAT NOTHING NEEDS TO BE DONE. I WANT AN MRI DONE TO DETERMINE IF THERE IS A TEAR OR SOMETHING ELSE. THE BACK OF MY KNEE IS SWELLED UP AND IS VERY PAINFUL AT TIMES. IF I WAS TO GET PHYSICAL THERAPY WITH A TEAR ALREADY EXISTING, IT WILL ONLY GET WORSE. I NEED THE MRI FIRST AND THEN IF THERE IS NO TEAR, TO DO THE PHYSICAL THERAPY, AND IF IT PERSIST, THEN I MAY NEED CORTISONE SHOTS. I BELIEVE THERE MAY BE INDIFFERENCE ON THE PART OF THE RESPONSIBLE STAFF TO MY PLIGHT. PLEASE HELP ME, OR I WILL HAVE TO TAKE THIS FURTHER.

VERY TRULY YOURS,

RALPH OYAGUE

COPY: FILE

FORM 3105A (7/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	SCF-6SD

Subjective: RN SC
I/m TO CLINIC. LIMPING. C/O (L) KNEE HURTING.

Objective: (L) KNEE SWOLLEN. CALF, ANKLE AREA SLIGHTLY SWOLLEN. Ø CHANGE IN TEMP. TO TOUCH.

Assessment: C/O ITCHINESS TO FEET.

Plan: EXCHANGED OLD (L) KNEE SLEEVE FOR NEW ONE. GIVEN IBUPROFEN x DAYS. GIVEN TOLNAFTATE POWDER x 1.

Last Name OYAGUE
DIN 96A0918 Location DS230
Date 8/14/12 Time 9:20pm
Provider Orders:

Signature/Provider # R. Quiggs, RN, 426 RN Transcribing Order/Provider #/Date/Time

Subjective: RN SC
C/O (L) knee pain

Objective: (L) knee, calf & ankle swollen

Assessment: Alteration in comfort RT knee calf, ankle pain

Plan: Gave analgesic balm, epsom salt & instructions, verbalized understanding.

Last Name Oyague
DIN 96A0918 Location DS230
Date 8/16/12 Time 10:25p
Provider Orders:

Signature/Provider # [illegible] RN Transcribing Order/Provider #/Date/Time

Subjective: (renew) on DIC
Glucosamine tab
T PO BID
x9

Objective:

Assessment:

Plan:

Last Name Oyague
DIN 96A0918 Location DS230
Date 8/23/12 Time
Provider Orders:

Signature/Provider # [illegible] MD RN Transcribing Order/Provider #/Date/Time

Continue entry into next box if necessary.

APS Healthcare

NY Dept of Correctional Svc.
Utilization Review
1-866-736-4095

Physical Therapy/ Occupational Therapy
Request for Therapy Beyond Initial Evnl

Please fax the following information to: APS Healthcare/ NY DOC UM
(262) 787-2519 Attn: NY DOC Utilization Review

Name: Quayne Ralph DIN # [illegible] # of Sessions to date: ____ Diagnosis: Chronic pain

Pain (0-10 Scale) note: 100% pain relief is not an acceptable goal

Please rate pain at: Best: ____ Worst: 9 Average: ____ What factors increase pain? Walking
What factors decrease pain? Rest Goal for Therapy: to 4 2/10
What specific (required) functional/ work activities is patient unable to perform? ____

ROM:

What is current ROM of affected area? within functional limit to eliminate pain @ pain at end range Goal for therapy: at end range
What specific (required) functional/work activities is patient unable to perform? ____

Strength:

What is current strength of affected area? 4/5 Goal for Therapy: 4 to 4-5/5
What specific (required) functional/ work activities is patient unable to perform due to strength? ____

Other:

Treatment activities (include modalities/ procedures) MMP TENS IAC manual therapy therex

Does patient have a job or go to school? ☐Yes ☐No Does care focus on increasing ability to return to above? ☐Yes ☐No
If yes, please describe physical requirements: ____

Has patient shown subjective and/or objective improvements under your care? ☐Yes ☐No
If no, please explain (complicating factors): ____

Is patient compliant with: Appointments? ☐Yes ☐No Home Exercises: ☐ Yes ☐No Other Instructions: ☐Yes ☐ No

Treatment recommendations: 3 Visits per week for 4 weeks

Comments: ____

Signature: [signature] Date: 08/22/12 Phone #: ____

Hours available: ____ Fax: ____

Please attach progress notes/ evaluation of desired

HEALTH SERVICES SYSTEM

REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 12345193.01M
REFERRAL DATE : 08/09/12 03:49P TELEMED: N<N> REFERRAL TYPE : INITIAL
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: GENEVIEVE SWITZ, PA APPOINTMENT: 08/22/12 08:00A
REVIEWED BY: WLADYSLAW SIDOROWICZ, MD POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/09/12 03:49P C690GMS
(SCHEDULE PTH EVALUATION AND TREATMENT FOR OFFENDER WITH LEFT KNEE PAIN & S)
(WELLING POSTERIOR KNEE XSEVERAL MONTHS. PAIN UNRELIEVED WITH NSAIDS AND HEP)
(. ? COMMITMENT TO HEP. WANTS MRI-DICTATING CARE.PE: WALKS W/ SLIGHT LIMP, M)
(IN BAKER'S CYST, NO EFFUSION, NONTENDER TO PALP, TENDONS INTACT.)
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

* initial *

S: This is a case of a 59 y/o ♂ pt who has a c/c of intermittent pain in his left knee. pain is aggravated by walking & relieved by rest. pain scale is 9/10 at worst.

O: VS: PR=78 bpm.
Palpation: (+) grade 1 tenderness in (L) peripatellar area

A: ROM: WNL in functional limit c pain at end range.
MMT: All mvts of (L) knee are grossly graded 4+/5.
Gait Analysis: (+) antalgic gait
Pt will benefit from cont PT to ↓ pain & ↑ ROM & strength.

P: Pt will be seen 3x/week for 4 weeks.
PT tx includes HHP, TENS w/ manual therapy, therex

RM Manuel PT 08/22/12

CONSULTANT SIGNATURE: _____ DATE: __/__/__
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

Progress notes faxed to APS

posted FHS! 8/23/12

Plan PTH 3x/wk x 4wks entered FHS!

FORM 3105A (7/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A 0918	8/30/52	SCF 5D

Subjective: RN/SC — BP 141/92 — HR 82 — WT 201# — IM c/o ⓛ knee pain

Objective: using Ibuprofen 800mg Per day divided & food for moderate relief of discomfort. Uses Analgesic balm & self massage for additional relief. Noted mild swelling posterior ⓛ Knee. Ambulating c mild limp to ⓛ small steps to avoid sharp pain. F/U

Assessment: & Provider to eval alternative pain mgmt. - IM states started PT - daily exercises reccomended

Plan: PA s/n 8/31/12

Last Name _____ DIN _____ Location DS230 Date 8/27/12 Time _____ Provider Orders:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective: PA: Re-eval ⓛ Knee pain - alternative to current Ibuprofen use.

Objective: wt 202 — ht 5'7½"

Assessment: just started PTH

Plan: must finish PTH.

Last Name Oyague DIN 96A0918 Location DS230 Date 8/31/12 Time _____ Provider Orders: d/c ibuprofen

ⓓ diclofenac 75mg noted ÷ po BID #60 x 11 8/31/12 ⓜ misoprostol 100mg ÷ po BID #60 x 11

Signature/Provider # 290 J. Swartz PA RN Transcribing Order/Provider #/Date/Time _____

Subjective: ~~wt 202~~ ~~ht 5'7½~~

Objective:

Assessment:

Plan:

Last Name _____ DIN _____ Location _____ Date 8/31/12 Time _____ Provider Orders:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

9/11/12 8:10:22 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4781 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : SULLIVAN REFERRAL NUMBER: 12345193.02M
REFERRAL DATE : 08/23/12 03:00P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: MANUEL, RYAN-PTH APPOINTMENT: 09/12/12 08:00A
REVIEWED BY: WLADYSLAW SIDOROWICZ, MD POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/23/12 03:00P C690GMS
(SCHED PTH 3X/WK X 4WKS FOR PATIENT WITH CHRONIC LEFT KNEE PAIN UNRELIEVED W)
(ITH NSAIDS AND HEP. WILL BENEFIT FROM PTH TO DEC PAIN, INC ROM AND STRENGTH)
(. PAIN IS AGGRAVATED BY WALKING AND IS 9/10 AT WORST.)
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S: Pt states no new complaint.

O: HMP/TENS - x1 PT
US
Manual therapy

A: Pt was able to complete tx & discharged.

P: D/C. home PT tx.

CONSULTANT SIGNATURE: _____ DATE: 09/12/12
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN. 9/13/12

REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : DOCS-COXSACK REFERRAL NUMBER: 12345193.04M
REFERRAL DATE : 08/24/12 12:21P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 09/19/12 08:00A
REVIEWED BY: MED DIR OF CUR FAC POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/24/12 12:21P CCCPMMM
(3XWK X4WKS)
( )
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S: Pt states a pain scale of 7/10.

O: HMP/TENS x 15'
HS x 1.5W/cm² x 15'
manual therapy
theraEx (isometric exs)

A: Pt was able to complete & tolerate all tx given.

P: CSM. same PT tx.

CONSULTANT SIGNATURE: RManuel PT DATE: 09 19 12
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

posted FHS. 9/20/12

9/27/12 8:08:05 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4781 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : DOCS-COXSACK REFERRAL NUMBER: 12345193.07M
REFERRAL DATE : 08/24/12 12:21P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 09/28/12 08:00A
REVIEWED BY: MED DIR OF CUR FAC POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/24/12 12:21P CCCPMMM
(3XWK X4WKS)
( )
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S: "My knee/wrists hurt."

O: HMP/TENS x 15'
US x 1.5 w/cm² x 5'
Manual therapy
Therex

A: No exacerbation of pain was noted p tx.

P: D/C. Same PT tx.

CONSULTANT SIGNATURE: RManuel PT DATE: 09/28/12
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

posted FHS 9/28/12

FORM 3105A (7/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	SCF 690

Subjective: RN S/C — Last Name Oyague

Hx (L) knee pain, bone disconnected feeling, trick knee, turn 50 steps buckles — DIN 96A0918 Location DS230

Date 9/7/12 Time 10:25 Am

Objective: rx changed knee sleeve (L) for XL new meds working. when is PT starting.

Provider Orders: BP √'d 152/98

Assessment: Alteration in comfort,

Plan: knee sleeve XL given for old one, Epsome salts given, Script for Tucks refilled.

Signature/Provider # Camarata RN — RN Transcribing Order/Provider #/Date/Time

---

Subjective: (renew) or D/C — Last Name Oyague

(1) Proscar 5mg T PO daily — DIN 96A0918 Location DS230

Date 9/17/12 Time

Objective:

Provider Orders:

Assessment: (2) Tucks Pads use as directed √

Plan: (3) Colcrys 0.6mg T PO daily X9 √

9/17/12

Signature/Provider # 290 Spencer RN — RN Transcribing Order/Provider #/Date/Time

---

Subjective: (Renew) or D/C — Last Name Oyague

Calcium w/ Vit D - T PO daily — DIN 96A0918 Location

Date 10/2/12 Time

Objective:

Provider Orders:

X9

Assessment:

Noted Camarata 10/2/12

Plan:

Signature/Provider # [signature] DO — RN Transcribing Order/Provider #/Date/Time

Continue entry into next box if necessary.

10/02/12 8:11:59 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4781 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : DOCS-COXSACK REFERRAL NUMBER: 12345193.08M
REFERRAL DATE : 08/24/12 12:21P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 10/03/12 08:00A
REVIEWED BY: MED DIR OF CUR FAC POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/24/12 12:21P CCCPMMM
(3XWK X4WKS)
( )
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S: Pt states minimal knee pain.

O: HMP/TENS x 15'
US x 1.5 W/cm² x15'
manual therapy
bicycle Ergo

A: No exacerbation of pain noted. Pt was very compliant.

P: Cont. same Pt Tx.

CONSULTANT SIGNATURE: _____ DATE: 10/3/12
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

Ported PHS 10/5/12

REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : DOCS-COXSACK REFERRAL NUMBER: 12345193.09M
REFERRAL DATE : 08/24/12 12:21P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 10/05/12 08:00A
REVIEWED BY: MED DIR OF CUR FAC POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/24/12 12:21P CCCPMMM
(3XWK X4WKS)
(.)
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S: pt c/o bilat knee pain today.

O: HMP/TENS x 15'
US x 1.5 w/cm² x 5'
Manual Therapy

A: NO exs were done due to pain. pt was able to tolerate all other tx.

P: cont. same pt tx.

CONSULTANT SIGNATURE: _____ DATE: 10/05/12
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

pt stated PHYSI 10/5/12

10/11/12 8:29:59 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4781 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : DOCS-COXSACK REFERRAL NUMBER: 12345193.11M
REFERRAL DATE : 08/24/12 12:21P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 10/12/12 08:00A
REVIEWED BY: MED DIR OF CUR FAC POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/24/12 12:21P CCCPMMM
(3XWK X4WKS)
( )
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S: NC new complaint noted.

O: HMP/TENS x 15'
US x 15 w/ cms x 15'
manual therapy
therex

A: pt was able to complete all tx & ascending.

P: cont. same PT tx.

CONSULTANT SIGNATURE: R Manuel PT DATE: 10/12/12
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

10/12/12
Sms

10/16/12 8:26:38 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4781 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: SULLIVAN
REFERRING FAC : DOCS-COXSACK REFERRAL NUMBER: 12345193.12M
REFERRAL DATE : 08/24/12 12:21P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: PHYSICAL THERAPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: MED DIR OF CUR FAC APPOINTMENT: 10/17/12 08:00A
REVIEWED BY: MED DIR OF CUR FAC POS: SULLIVAN CF
PROV: MANUEL, RYAN-PTH

REASON FOR CONSULTATION: USER: 08/24/12 12:21P CCCPMMM
(3XWK X4WKS)
( )
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S: pt states a minimal pain around his right patella.

O: HMP/TENS x 15'
US Tx 1.5 w/cm² x 15'
Manual therapy
Bicycle Ergo

A: pt was able to complete w minimal discomfort during ex.

P: Cont same PT Tx.

CONSULTANT SIGNATURE: RManuel PT DATE: 10/17/12
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

parked PHS 10/22/12 SMS

FORM 3105A (7/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	SCF 690

Subjective: RN/SC

IM consult to do Rt knee prn.

Objective: Acknowledges BID pain med combo not effective. PT 2x wk helping

Assessment: ↑ AROM but not pain Reeval SA after last PT session = PA. 10/24/12.

Plan:

Last Name _____

DIN _____ Location DS 230

Date 10/4/12 Time _____

Provider Orders: BP ✓ 145/100
HR 84
Wt 196#

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective:

Objective:

Assessment:

Plan:

Last Name _____

DIN _____ Location _____

Date 10/8/12 Time _____

Provider Orders:

SHU MEDICAL ENTRANCE EXAM

Speak and understand English yes ✓ no __

Injuries yes __ no ✓; Tx needed yes __ no __

Medication retrieved yes __ no __ n/a __

OMH Dx yes __ not ✓; Meds yes __ no __

Misc _____

Vital signs as indicated: WT ____ SpO2 ____

BP ____ T ____ R ____ R ____

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective: Renew on D/C

Objective: Claritin - 10 mg - 1 po daily x 2 (1:1)

Assessment:

Plan:

Last Name Oyague

DIN 96A0918 Location SHU

Date 10/23/12 Time _____

Provider Orders:

10/23/12

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

3105A (Revised 3/06) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	SCF 690

Subjective: PA: ① Knee pain F/u to PT re-eval pain control taking antibiotics c some relief referral

Objective: wants an MRI & ortho appt Ext 191 Date 10/26/12 Time ____ chains from SHU
finished PTM 10/12/12 stable erect gait no lost. limp or hesitation ① knee full ROM

Assessment: MCL, LCL stable, ACL c slight laxity. Mackmurray +/- no effusion. Pulses at

Plan: 7/25/12 degen superior patellar spur AOLS. Pt req seeking copy of xray. No def at this time indicated and of run quickly c no limp or hesitation

Signature/Provider # 290 Jim Smith PA RN Transcribing Order/Provider #/Date/Time ____

Provider Orders: ORT entered reviewed c FHSD

Last Name ____ DIN ____ Location SHU 253 Date 10/26/12 Time ____

Subjective: IM has used Ibuprofen 400mg

Objective: 1-2x/day 4-6 x/wk.

Assessment: Ibuprofen 400mg PO BID PRN x 30Dmgs. ?

Plan:

Signature/Provider # ____ RN Transcribing Order/Provider #/Date/Time ____

Last Name Oyague DIN 96A0918 Location ____ Date ____ Time ____

Provider Orders: ① - N Rx x 30d 11/1/12 KM RN 4U

Subjective:

Objective: **Chart Review For Facility Transfer**

PPD 8/13/12 neg HIV 3/12/04 neg

Assessment: CX RAY 4/13/04 ALLERGIES pollen dust

HEP B 11/17/05 immune OTHER hx hepatitis C 10/27/06

Plan:

Signature/Provider # ____ RN Transcribing Order/Provider #/Date/Time ____

Last Name Oyague DIN 96A0918 Location ____ Date 11/3/12 Time 11:04

Provider Orders: prosom 5mg qd cut c/w PD qd propranolol 40mg bid colchicine 0.6mg qd clarinex D qd voltaren 75mg BID ranitidine 300mg BID ibuprofen 400mg BID personal supply PRN

Continue entry into next box if necessary.

FORM 2131E (REV.6/06)

STATE OF NEW YORK–DEPARTMENT OF CORRECTIONAL SERVICES

INMATE GRIEVANCE COMPLAINT

Grievance No.

SULLIVAN CORRECTIONAL FACILITY

Date: 10-28-12

Name: RALPH OYAGUE Dept. No.: 96A0918 Housing Unit: SHU-253

Program AM _____ PM _____

(Please Print or Type-This form must be, filed within 21 calendar days of Grievance Incident)*

Description of problem: (Please make as brief as possible) I HAVE A TEAR IN MY KNEE THAT GIVES ME CONSTANT PAIN SINCE AUGUST. DR. SIDOROWICZ AND P.A. SWITZ FIRST TO DO CELL/HOME EXERCISE, AND IF THE PROBLEM PERSISTS THEN PHYSICAL THERAPY BEFORE I CAN SEE A SPECIALIST/ ORTHOPEDIST. I've COMPLETED MY HOME EXERCISE AND PHYSICAL THERAPY AND THE PROBLEM PERSISTS. ON A CALL-OUT TO THE P.A. ON FRIDAY P.A. SWITZ TOLD ME THAT I DO NOT HAVE PAIN AND THAT ALBANY SAID NO.

Grievant Signature Ralph Oyague

Grievance Clerk _____ Date: _____

Advisor Requested ☐ Yes ☐ NO Who: _____

Action Requested by Inmate: I WANT AN APPOINTMENT WITH THE ORTHOPEDIST OR AT LEAST GET AN MRI FOR HIM TO EVALUATE IT. AN X-RAY SHOWED A DETERIORATING PATTELLA, BUT I'm SURE I HAVE OTHER PROBLEMS WITH IT.

This Grievance has been informally resolved as follows: _____

This informal Resolution is Accepted:

(To be, completed only if resolved prior to hearing)

Grievant Signature _____ Date: _____

If unresolved, you are entitled to a hearing by the Inmate Grievance Resolution Committee (IGRC).

*An exception to the time limit may be, requested under directive #4040, section 701.6(g).

FORM 2131E (REVERSED) (REV.6/06)

Response of IGRC:

Date Returned to Inmate: _____ IGRC Members _____

_____

Chairperson _____

_____

_____

Return within 7 calendar days and check appropriate boxes*

☐ I disagree with IGRC response and wish to appeal to the Superintendent.

☐ I have reviewed deadlocked responses Pass-Thru to Superintendent

☐ I agree with the IGRC response and wish to appeal to the Superintendent.

☐ I apply to the IGP Supervisor for review of dismissal.

Signed _____ _____
Grievant Date

_____ _____
Grievance Clerk's Receipt Date

To be completed by Grievance Clerk.

Grievance Appealed to the Superintendent _____
Date

Grievance forwarded to the Superintendent for action _____
Date

*An exception to the time limit may be requested under directive #4040, section 701.6(g).

FORM 2131E (REVERSED) (REV.6/06)

Response of IGRC:

SUL/20830/12 11/8/12

On 10/26/12 orthopedic consultation to revise previous treatment was approved. And date of evaluation is pending per APS scheduling.

Date Returned to Inmate: 11/13/12 IGRC Members

Chairperson

Return within 7 calendar days and check appropriate boxes*

☐ I disagree with IGRC response and wish to appeal to the Superintendent.

☐ I have reviewed deadlocked responses Pass-Thru to Superintendent

☐ I agree with the IGRC response and wish to appeal to the Superintendent.

☐ I apply to the IGP Supervisor for review of dismissal.

Signed _____ _____
Grievant Date

J. Vogt 11/13/12
Grievance Clerk's Receipt Date

To be completed by Grievance Clerk.

Grievance Appealed to the Superintendent _____
Date

Grievance forwarded to the Superintendent for action 11/12/12
Date

*An exception to the time limit may be requested under directive #4040, section 701.6(g)

3105B1 (Revised 3/06) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	CCF

Subjective:

Last Name _____

DIN _____ Location _____

Date 11/9/12 Time _____

Objective:

Chronic Care Draft Chart Review
BP/WT Completed (Y/N)
NO CC
Noted FHS1/AHR Problem List
EKG Current Y/N/NA
LABS Current Y/N/NA

Provider Orders:

Assessment:

Plan:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time 207

Subjective: Pt c/o Bilat Knee pain, Surg 2008 "no follow up" Ortho rec re locking now settling. Pt request to Knee pain, Prostate Cancer and for Prostate, pt also complaining very bored about to attend activities (Bupl/Nal Rec H/O Esophageal stricture, + OA Knee moderate to severe pain)

Last Name Oyague

DIN 96A0918 Location _____

Date 12/5/12 Time _____

Provider Orders:

Objective:

Assessment: (Consult for pain control to Urology + Behavioral/Social Work) (A) OA Knee // H/O Prostate Cancer // H/O Stricture Esophagus

Plan: (P) ~~Hold Prozac~~ follow PSA/Urol/Rad (2) watch for UTI + liver issues - to NSAIDs (3) SW/PT, (4) ✓ Hep C-VL. Vit D (1000 IU d

1/12
PSA 8.07
Urea and 7.1 (2.4-7.0)
LDL 119
3/10 PSA 12.32
Vit D 7.1

Signature/Provider # 12/5/12 RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

c/o knee pain

CPT23, CBC, PSA ordered, Hep C-VL

3105B1 (Revised 3/06)

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8-30-52	CCF

Subjective: w SC requesting ibuprofen

Last Name Oyague

DIN 12-28-12 Location E3-13

Date 96A0918 Time 1130

Objective: hx HTN AHTR 12-26-12

Provider Orders:

@ sick call c SBP i provider already on voltaren 75mg bid RF's phen & fish

Assessment:

Plan:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time R Rn 1/17/13

Subjective: Seen on AM S/C c/o needs knee sleeve ibp for OA. MA. sched 1/23/13 for MD.

Last Name Oyague

DIN 96A0918 Location D3/4/19

Date 1/17/13 Time

Objective:

Provider Orders:

XL knee sleeve OR ibp

Assessment: BP-172/101 P-80 - not on any BP meds.

Plan:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

3105B1 (Revised 3/06) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague	96A0918		

Subjective: BP ✓ pt mvmt about Contact Rpt; Last Name _____

DIN _____ Location _____

Date 1/23/13 Time _____

Objective: Lack of pulses rt hand & forearm 2+/dacy (Dorsal Pain) — see attn 12/11 for OKen (Rpt?) ©14698 treatment; mvmt; tests under (L) order

Provider Orders:

Assessment: (A) OA Rt knee / contin. HNP (To fill cane for 1 yr)

— Rx 200 q12 PO — TO dated

Plan: — Rpt for PSA & PSA, CA23; Liver; CBC; may not D/C Rpt!

— Rx Rub (Subject to 111) 1dy CXR GI, mental health, Grant

SMOKING CESSATION D/W PT

Signature/Provider # _____ 1/23/13 RN Transcribing Order/Provider #/Date/Time Nurse S, sd RN III AV Tech

Subjective: PCP found this

Last Name Oyague

DIN 96A0918 Location _____

Date 1/24/13 Time _____

Objective: Rfusal signed by I/m 11/19/12

Provider Orders:

Assessment: May we D/c colcrys?

colchicine per D/C 1 yr now

1/25/13

Plan:

SMOKING CESSATION D/W ST

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

Clinton Correctional Facility
Dannemora, New York 12929

DATE: 3/1/2013

OYAGUE, RALPH
DIN#: 96A0918

MRI LEFT KNEE:

INDICATION: MEDIAL MENISCAL TEAR

TECHNIQUE: Sagittal and coronal proton density and T2-weighted sequences as well as axial gradient echo weighted sequences were performed through the knee.

FINDINGS: Severe osteoarthritis is present at the medial knee compartment with near obliteration of the joint space. There is severe chondral loss and subchondral cystic change and sclerosis. There is peripheral migration of the medial meniscus as a result. There is attenuation of the posterior horn of the medial meniscus with irregularity of its surface, compatible with degenerative type change. Intrasubstance bright signal is present within the body and anterior horn, compatible with myxoid degeneration.

Lateral meniscus is normal.

Patellar cartilage thickness and signal is normal. Mild heterogeneous signal is noted at the trochlear cartilage, compatible with mild trochlear chondropathy.

There is a small joint effusion. Large popliteal cyst behind the knee measures approximately 5.3 cm in length.

Anterior and posterior cruciate ligaments are intact. Medial and lateral collateral ligaments are intact.

Quadriceps and patellar tendons are normal.

IMPRESSION: SEVERE OSTEOARTHRITIS AT THE MEDIAL KNEE COMPARTMENT.

DEGENERATIVE TYPE CHANGES OF THE MEDIAL MENISCUS AS DESCRIBED ABOVE. NO DEFINITE SURFACING MENISCAL TEAR.

Clinton Correctional Facility
Dannemora, New York 12929

DATE: 3/1/2013

OYAGUE, RALPH
DIN#: 96A0918

-CONTINUED-

LARGE POPLITEAL CYST BEHIND THE KNEE. SMALL JOINT EFFUSION.

M. REHANY, M.D.
AMERICAN BOARD OF RADIOLOGY, CERTIFIED

DD: 3/1/13 1557
DT: 3/5/13 0855 kmh

FORM 3105B1 (11/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8-30-52	CCF

Subjective: NSC
c/o knee pain

Last Name Oyague
DIN 96A0918 Location D-4-19
Date 3-15-13 Time 748

Objective: 4 runny nose

BP 148/91

Provider Orders:

1 hr HR 70
next HR 70

f/u pm

Assessment:

Plan:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time Rm Rad 1748

Subjective: Sev OA mdl @ Knee
+/- mineralization
Sharp pain w joint
Slight effusion - (motrin Hdr) 600

Last Name Oyague Ralph
DIN 96A0918 Location _____
Date 3/29/13 Time _____

Objective: 140/80 Rad

Provider Orders:

1/25/13
BSA ↓ to 6.63
from 8.09 on
1/12; 12.32 s/10

@ OA Knee

Assessment:

@ cont Rx Rad; for injection VS
attempt + T/C Rpt 1314 0608.01 PM

Plan:

motrin 600 up to tid / DK Discharge (Rad
Slone Pt

Signature/Provider # 3/29/13 RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

3105B1 (Revised 3/06) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague Ralph	96A0918		

Subjective: called 2° c/o leg edema, ankle + leg edema. Pt stated

Objective: Pt in Declafem a matrix to placed c Butt "Pain Butt c Matrix" "Declafem Butt c edema"

Assessment: out of Declafem 5 for 5 days. @ 156/94 P88 then non pitting edema R>L ankle

Plan: (A) OA Keli; edema 2° Norvasc; (P) TO see attn 4/28/13; Norvasc (4th MONTH) Declafem 5 q 8h x 5 days

Last Name _____

DIN _____ Location _____

Date 4/24/13 Time _____

Provider Orders:

Signature/Provider # N 4/24/13 RN Transcribing Order/Provider #/Date/Time _____

Subjective: WSL request CTC

Objective: in sinus rhythm

Assessment: DM

Plan:

Last Name Oyague

DIN 96A0918 Location 4F5-17

Date 5-6-13 Time 750

Provider Orders:

med D #10

neurosyphilis syphilis

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

4/29/13 10:26:05 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4781 HEALTH SERVICES SYSTEM

REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: CLINTON GEN
REFERRING FAC : CLINTON GEN REFERRAL NUMBER: 13140608.01M
REFERRAL DATE : 03/29/13 12:59P TELEMED: N<N> REFERRAL TYPE : FOLLOW-UP
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: RICHARD ADAMS, MD APPOINTMENT: 05/17/13 08:00A
REVIEWED BY: RICHARD ADAMS, MD POS: FRANKLIN CF
PROV: BERARD, MARCO-ORT

REASON FOR CONSULTATION: USER: 03/29/13 12:59P C020RNA
(PT WITH SEVERE OA. LT. KNEE ON MRI LOST MEDIAL JOINT LINE BACKERS CYST AND)
(SIGNALING IN BILLATERAL MENICCUS. PAIN MODREATE WITH LOCKING AND SNAP DURIN)
(G ACTIVITY. H/O ESOPHIGEAL STRICTURE AND DIOLATION WITHOUT SX. NOW. NSAIDS)
(AND MISOPRPSTAL SO FAR "HELPFULL". ? BENIFIT INJECTION,ARTHROCOPY ETC.)
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S:

- 60 y.o
- L knee M+CMT

O:

- locking ; catching ; Meniscus ⊕⊕
- Dx: L knee MMT + CMT

A:

- Schedule for L knee arthroscopy
- Ordinance

P:

-Coll
-CBC
-PT

13219958.01M

5/17/13

CONSULTANT SIGNATURE: _____ DATE: __/__/__
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: CLINTON GEN
REFERRING FAC : CLINTON GEN REFERRAL NUMBER: 13219958.01M
REFERRAL DATE : 05/17/13 12:41P TELEMED: N<N> REFERRAL TYPE : INITIAL
TYPE OF SERVICE: ARTHROSCOPY REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ROUTINE INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: RICHARD ADAMS, MD APPOINTMENT: 08/06/13
REVIEWED BY: RICHARD ADAMS, MD POS: ALICE HYDE MEDICAL CENTER
PROV: BERARD, MARCO-ORT

REASON FOR CONSULTATION: USER: 05/21/13 12:29P C020WLS
(PT. WITH SEVERE OA OF LT. KNEE VIA X-RAY. PAIN LOCKING AND MRI OF BAKERS CY)
(ST AND SUGESTED MINISCAL TEAR. ORTHO WOULD LIKE TO DO ARTHROSCOPY LT. KNEE.)
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT:

S:

O: See on report

Top Ref 04/13

A:

P:

8/6/13

CONSULTANT SIGNATURE: _____ DATE: __/__/__
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

3105B1 (Revised 3/06) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, R	96AC918	8/30/52	CCF

Subjective: Seen on IM S/C 4/0 nasal congestion - was moved from flats to 3rd floor

Objective: waiting knee surgery steers hand to climb

Reds refills

Last Name _____

DIN _____ Location F/9/23

Date 5/30/13 Time 8am

Provider Orders:

- awaiting provider callout

Assessment:

Dx c/u/f/HAC NAT DIL 75mg
→ BID #60 Ref

Plan:

Calcium c U+D 500/200
→ PO QD #30 x5RF

Signature/Provider # RLu RN Transcribing Order/Provider #/Date/Time 2nd 5/31/13

Subjective:

Last Name Oyague

DIN 96AC918 Location _____

Date 6/10/13 Time _____

Objective: Med renewal

Provider Orders:

Prilosec 20mg PO daily x30d
+5R

Assessment:

Plan:

RN 6/11/13

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

FORM 3105B1 (11/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8/30/52	CU-

Subjective: up to sick NO NSAIDS - done & understanding history completed

Last Name _____

DIN _____ Location _____

Date 7/30/13 Time _____

Objective:

Provider Orders:

Assessment:

Plan:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective: DC from infirmary (L) Knee arthroplasty

Last Name Oyague

DIN 96A0918 Location _____

Date 8/7/13 Time _____

Objective: NO work/sports/Gym/Yard/MH. x 4 day

Provider Orders:

Assessment: May use cane x 30 days

May use cryo cuff x 3 days

turn in 8/9

Plan: Dressing Δ 8/9

Ice daily

FLU/PCP 2wks - entered in THSI

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

FACESHEET

Patient Admission Record
Alice Hyde Medical Center
133 Park Street Malone, NY 12953
Telephone: (518) 483-3000

V001861257

Patient Information

Pt Name: OYAGUE,RALPH
Visit No: V001861257
Unit No: M133128

Address: CLINTON CORRECTIONAL FACIL
DANNEMORA,NY 12929

Admit Date/Time: 08/06/13
Room Bed:
Service: SDC
Status: SDC
Religion UNKNOWN

Fin Class: CFSTATE
Adm Clerk:
Sex:Race: M UNKNOWN
Marital St: U

Phone: (518)492-2511
DOB: 08/30/52 Age: 60
SS#

Physician Information

Admitting Physician:
Attending Physician: Berard MD,Marco R.

Primary Care Physician Clinton Correctional Facility
Family Physician:
Other Physician:

Employment Information

Employer: UNEMPLOYED
Address:

Occupation: INMATE
Phone No:

Guarantor Information

Guar name: FACILITY,CLINTON CORRECTION
Address: CLINTON CORRECTIONAL FACILITY
DANNEMORA,NY 12929
Guar Emp:

Guar SS#:
Relationship: OTHER
Occupation:
Guar Emp Ph #:

Contact Information

NOK: FACILITY,CLINTON CORRECTIONAL
Address: CLINTON CORRECTIONAL FACILITY 11
DANNEMORA,NY 12929

NOK Home Ph#: (518)492-2511
NOK Work Ph#:
Relationship: OT

Insurance Information

Insurance	Policy Number	Group Number	Subscriber
NYS DEPARTMENT OF CORR	96A0918		OYAGUE,RALPH

Admit Diagnosis: LT KNEE OSTEOARTHRITIS

Advanced Directive: N
MOLST:

VIP:
DNR:

Discharge Date & Time: 8.6.13

Discharge Disposition: _____ Last Inpt Visit Date: __/__/__

Knee Joint (dy - 29881
Locus of pat - 29874
Allergy - 29877

OYAGUE,RALPH M133128
60 08/30/52 M 96A0918
Berard MD,Marco R. 08/06/13

V001861257

OYAGUE, RALPH M133128
060 08/30/1952 M
08/06/2013
BERMAR V001861257

Anesthesia Pre–op Note–– Only positive findings will be checked

060 Year Old Procedure: (L) knee Scope

HISTORY: CAD____ COPD____ Asthma____ Thyroid Disfunction ____HTN ✓ DM ____
OTHER: GERD ____ Seizures ____ CVA____ CHF ____ Sleep Apnea ____ Obesity ____
Hep C
Anesthesia Complication: Yes____ No____ Explain: ____
NPO ✓

Family History: Anesthesia Complication:
Allergies Reviewed: Yes ✓ No____
Medications Reviewed: Yes ✓ No____
Social History: Tobacco____ PPD____ ETOH____ Other: ____
ROS: Chest Pain ✓ Shortness of Breath ✓ Dyspnea on Exertion: ✓
OTHER: ____

AIRWAY: MP Class I ✓ II____ III____ IV____
TEETH: Loose ✓ Chipped____ Missing____ Dentures____ None____
LUNG: Clear ✓ Rales____ Rhonchi____ Wheeze____
HEART: Regular ✓ Irregular____ Murmur____ Gallops____ Rubs____

Relevant Studies or Abnormal Labs Affecting Anesthesia

EKG:____
CXR:____
ASSESSMENT: ASA III **Risk/Benefit/Options Explained**: Yes ✓ No____

Discussed with Patient & agreed with procedure: Yes____ No____

pt for L knee scope for pain

Signature: J.H Date: 8/6/13 Time: 9:10

N–155 09/09
Revised 6/10;
Revised 3/11;
Revised 6/12

ANESPREOP

V001861257

Alice Hyde Medical Center
an affiliate of Fletcher Allen Health Care

OYAGUE,RALPH 08/30/52 M 96A0918 M133128
Berard MD,Marco R. : 08/06/13

V001861257

Operative Note/Surgical Pathology Requisition

Pathology & Laboratory Services
Leonardo Dishman, MD

Date of Procedure/Specimen Collection: _____ Time: _____

Patient Name: _____

Surgeon: _____ Assistant _____

Previous Pathology Reported: ☐ Yes ☐ No If yes give Reference No.: _____ and/or Year _____

DICTATED REPORT: ☐ Yes ☐ No

Pre–Operative Diagnosis: _____

Post–Operative Diagnosis: _____

Type of Anesthesia: _____

Surgical Procedure/Findings: _____

IV Fluids Given _____ cc Estimated Blood Loss _____ cc

Clarification with anesthesia findings ☐ Yes ☐ No

Complications: ☐ Yes ☐ No If yes, please explain: _____

Drains: ☐ Yes ☐ No If yes, what and where:

Origin and Nature of Pathology Specimen and Relevant Clinical Details:

Condition of Patient (after surgery): _____

GYNECOLOGIC SPECIMENS

Menstrual History:
Date of 1st Day LMP:
Nature of Abnormal Bleeding:
If Hormonal Therapy used state the details:

Cytology Smears, state site obtained from:

Surgeon Signature: _____

Cultures Source: _____

- ☐ aerobic, includes gram stain
- ☐ anaerobic, includes gram stain
- ☐ viral
- ☐ fungus

Date/Time: _____

OR–3
6/19/03 Rev: 11/18/08
Rev. 08/09; Rev. 07/10; Rev 6/12

ALICE HYDE MEDICAL CENTER
P.O. Box 729
Malone, New York 12953
(518)483-3000

REPORT OF OPERATION

PATIENT NAME: OYAGUE,RALPH
ACCOUNT #: V001861257
SURGEON: Berard MD,Marco R.

MED REC #: M133128
REPORT STATUS: Draft
REPORT NUMBER: 0806-0053

DATE OF SURGERY: August 6, 2013

CORRECTIONAL FACILITY: Clinton Correctional Facility

DIN#: 96A0918

SURGEON: Marco Berard, M. D.

ASSISTANT: Rick Finch, P.A.

PREOPERATIVE DIAGNOSES: Left knee medial meniscus tear with suspicion of chondromalacia.

POSTOPERATIVE DIAGNOSES:
1. Left knee medial meniscus tear/degenerative tear at the junction of the body and the posterior horn of the medial meniscus, a complex tear with degenerative maceration.
2. Left knee end-stage grade IV osteoarthritis of the medial compartment.
3. Left knee chondromalacia grade III/severe to the lateral compartment.
4. Left knee intact anterior cruciate ligament and posterior cruciate ligament.
5. Left knee patellofemoral compartment chondromalacia grade III/severe and grade IV/moderate, particularly to the trochlea with unstable cartilage fragment.

PROCEDURES DONE:
Medial partial meniscectomy.
Chondroplasty of the medial and the lateral compartments.
Removal of loose chondral fragment of the patella.

9/3/13

PRE-OPERATIVE ASSESSMENT:
The goal and steps of the surgery with risks and complications are again explained and reviewed with the patient and the family. The informed consent is given to proceed with the surgery. Then the patient is brought to the operating room.

DESCRIPTION OF THE PROCEDURE:
The surgery is done under general anesthesia. The patient is on dorsal decubitus. Before proceeding to the knee arthroscopy we assess the range of motion that here shows a full extension and a normal complete flexion. We do a sterile preparation with Betadine and sterile draping as usual.

For the surgery, the three technique portals is used with the lateral and medial portal of entry at the joint line and the superior-medial portal of entry of the patella. We start by doing the lateral portal of entry at the

ALICE HYDE MEDICAL CENTER
P.O. Box 729
Malone, New York 12953
(518)483-3000

REPORT OF OPERATION

PATIENT NAME: OYAGUE,RALPH
ACCOUNT #: V001861257
SURGEON: Berard MD,Marco R.

MED REC #: M133128
REPORT STATUS: Draft
REPORT NUMBER: 0806-0053

patellar tendon, and the camera is inserted through this portal of entry. Under direct visualization, the medial portal of entry is done with the guidance of a spinal needle, and afterward a 5 mm transverse incision slightly medial to the patellar tendon is made. Then under direct visualization again, the superior-medial portal of entry is done with the guidance of a spinal needle, and then a 5 mm transverse incision medial and superior to the patella for the water cannula is made.

Afterward, the extensive diagnostic arthroscopy is performed with the result described above in the postoperative diagnoses.

MEDIAL PARTIAL MENISCECTOMY: After localizing the medial meniscus tear, we use the shaver 4.0 and the vapor Miteck to remove the unstable part of the meniscus. We make sure that the edge of the meniscus is regular and stable from the anterior horn up to the posterior horn and that there was no more unstable meniscus part that can impinge.

CHONDROPLASTY OF THE MEDIAL AND LATERAL COMPARTMENTS: The unstable cartilage from the medial and lateral compartments is then localized. We use first the shaver to remove the unstable cartilage, and afterward we use the vapor Mitek to make the edges of the articular cartilage as smooth as possible regarding the extent of the damage to avoid further catching in the medial and lateral compartment. We make sure at the end that all the medial and lateral compartments are free of any unstable cartilage.

REMOVAL OF LOOSE CHONDRAL FRAGMENT OF THE PATELLA: We then proceeded to the patellofemoral compartment. With the shaver, first we remove all the unstable cartilage of the patella and trochlea that is impinging in the patellofemoral compartment. When this was done, we use the vapor Mitek to make the edges of the articulating surface as regular as possible regarding the severity of the above mentioned cartilage damage.

After the knee is washed carefully with sterile water to remove all the unstable particles; we then close the knee with nylon 4-0 simple stitches and put 30 cc of Marcaine 0.5 with epinephrine in the articular joint. Afterwards, a sterile dressing is done, and the patient is brought to the recovery room.

PERIOPERATIVE COMPLICATIONS: None.

PERIOPERATIVE BLOOD LOSS: Not Applicable

POSTOPERATIVE MODALITIES: The patient is full weight-bearing as tolerated with ambulation aid a necessary for pain control.

ALICE HYDE MEDICAL CENTER
P.O. Box 729
Malone, New York 12953
(518)483-3000

REPORT OF OPERATION

==========

PATIENT NAME: OYAGUE,RALPH
ACCOUNT #: V001861257
SURGEON: Berard MD,Marco R.

MED REC #: M133128
REPORT STATUS: Draft
REPORT NUMBER: 0806-0053

All the discharge instructions regarding the pain control, the dressing, and the followup appointment are given to the patient / family in the postoperative discharge sheet.

If there is any concern until the next visit, the patient and the family are notified to contact the office or, if out the business hour, to contact the Emergency Department of Alice Hyde Medical Center.

Job #:30999372: kmh

** REPORT SIGNATURE ON FILE **
e-Signed By:

DD: 08/06/13 1114
DT: 08/06/13 1449KMH

Date: 05/21/13
Name: Ralph Oyague

ALICE HYDE MEDICAL PRACTICE

DOB: 07/08/1971 **Sex:** M **Age:** 41 yrs **Acct#:** 24504

Date: 05/21/2013
Was the patient queried about smoking behavior? ☑ Yes ☐ No
Does the patient currently smoke? **Smoking**: Patient has never smoked.

Patient was referred by . Patient's primary care provider is .
CC: Patient presents with left knee pain. Patient c/o left knee locking and snapping with activity. He has taken NSAIDs and does have some improvement.

HPI: Left knee pain. Located medially and laterally. Symptoms have worsened since onset. Previous medical procedures include heat, home exercise program and ice. Aggravated by activity, excessive use, kneeling and twisting. Reports associated buckling, giving out, locking and loss of motion.

Meds Prior to Visit:

Allergies: NKDA

PMH:
Medical Problems:
Esophigeal stricture
Surgical Hx:
Esophigeal stricture diolation
Reviewed and updated.
FH:
unknown.

Reviewed and updated.
SH:
Personal Habits: Smoking: Patient has never smoked.
Reviewed and updated.
Date: 05/21/2013
Was the patient queried about smoking behavior? ☑ Yes ☐ No
Does the patient currently smoke? **Smoking**: Patient has never smoked.

Exam:
Const: Appears healthy and well developed. No signs of apparent distress present. Normal body habitus. Patient is cooperative and overall behavior is appropriate.
CV: Left pedal pulse is normal. **Extremities:** Peripheral circulation is grossly normal. Digital capillary refill is normal on the left. No tenderness on compression of the gastrocnemius muscle.
Musculo: Walks with a normal gait.
Knees:

Insp/Palp: Effusion of the left knee, but no crepitus, ecchymosis, erythema or warmth over the joint of the left knee. Mild tenderness over the left popliteal fossa, moderate tenderness over the left medial aspect and medial joint line, but no tenderness over the left anterior aspect, lateral aspect,

lateral joint line, medial collateral ligament or quadriceps femoris tendon.
Strength: Extension 5/5 on the left. Flexion 5/5 on the left.
Tone: Normal muscle tone of the left knee.
ROM: Left AROM is 0° of extension to 120° of flexion.
Instability Tests: Anterior drawer test is negative on the left. Posterior drawer test is negative on the left. Lachman test is negative on the left. Pivot shift test is negative on the left. Left valgus stress test at full extension is negative. Left varus stress test at full extension is negative.
Special Tests: McMurray's test is positive medially and negative laterally on the left. Patellar apprehension test is negative on the left. Patellar grind test is negative on the left.
Skin: Skin is warm and dry.
Neuro: Sensation to light touch is intact on the left lower extremity.

Dx Studies:

Impression:

Assessment #1: 717.2 Medial Meniscus Posterior Horn Derangement
Care Plan:

Comments : I discussed treatment options with the patient.

Regarding the severity of the patients knee condition and regarding the failure of conservative treatment, the patient was offered to have knee arthroscopy, possible partial meniscectomy, chondroplasty, removal of loose chondral fragments, and notchplasty if required, using microfracture technique.
The goal of the surgery is to bring some relief of the pain. The patient was not promised that all the pain will go away and was told of the possibility of the pain being worse after the surgery depending on the condition of the knee. The patient is notified that physical therapy may be required after the surgery depending on the improvement of the patients knee. The risks and complications include but are not limited to the following: ongoing knee pain or worsening of the pain after surgery, cellulitis, bone and soft tissue infection, deep vein thrombosis, pulmonary embolism, damage to adjacent nerves and blood vessels, the need for further surgery depending on the condition of the knee. Any of these risks and complications can lead to emergency surgery and leave permanent neurovascular damage. The patient understands all these risks and complications and gives me informed consent to proceed.

The surgery will be scheduled and will be done at Alice Hyde Medical Center as soon as the patient is approved and cleared for the surgery.

Recommendations: Continue with pain medication and ambulation aid until next visit.

My recommended modifications for activities are: full weight bearing as tolerated.

I would also recommend: Avoid re-injury, use a cane until next visit, rest, ice therapy, heat thereapy, elevation, passive range of motion, active range of motion.

I would recommend the following over the counter medications: NSAIDs as directed on package and Tylenol as directed on package.

Order : Knee Arthroscopy Left
Follow Up : The patient will follow up in the office after surgery.

Plan Other:

Med New : Unknown



Marco Berard, MD

Seen by: 06/05/2013 11:21 am

- Updated
- meds
- Exam

8/6/13

1/1861257

m/33128

8/6/13

Alice Hyde Medical Center
an affiliate of Fletcher Allen Health Care

Patient Discharge Plan Inst Knee Arthroscopy

Patient Name: Oyague Ralph **Discharge Date:** 8/6/13 **Physician:** ☐ Marco Berard, MD ☐ Dragos Macelaru, MD

I. Diagnosis: Knee Arthroscopy

II. Diet: ☑ Regular ☐ Diabetic ☐ Other: _____

III. Activity Restrictions: ☐ Full weight bearing as tolerated

☑ Cane ☐ Crutches ☐ Walker for ambulation / Duration _____ weeks ☐ PT for ambulation

IV.

MEDICATIONS	TIME	WHAT MEDICATION IS FOR
☐ Toradol 10 mg	1 Tablet by mouth every 6 hours as needed	For pain control
☐ Tylenol #3	1 Tablet by mouth every 4 hours as needed	For pain control
☐ Dilaudid ____ mg	1 – 2 Tablets by mouth every 4–6 hours as needed	For pain control
☐ Other		
☑ Yes ☐ No	Current medication list reviewed	

V. Wound Care:

☒ Remove the dressing in 3 days then apply Band–aid

☐ No shower or bath for 3 days then shower only allowed (no bath)

☐ Keep stitches until next visit ☐ Remove stitches in 10 days then Steri–Strips for 10 more days (NYSDOC)

9/13/13

VI. Follow Up Care:

	Physician Name	Date / Time of Appointment	Location
You should see Doctor	Marco Berard, MD	On: Feb 9th	☐ Office ☐
You should see Doctor	Dragos Macelaru, MD	On:	☐ Office ☐

VII. Other Special Instructions / Home Care Services: (PHN or HHA etc,): _____

☐ Ice Pack _____ ☐ _____

RN Signature: _____

The above instructions have been reviewed with the patient and/or significant other. If any questions please call (518) 481–2790, (518) 483–3000 ext 380 or the Emergency Department of Alice Hyde Medical Center (518) 483–3000 and Dr Berard or Dr Macelaru will be contacted if necessary.

_____ Patient Signature

_____ Nurse Signature

_____ Physician Signature

OYAGUE,RALPH
60 08/30/52 M 96A0918
Berard MD,Marco R. 08/06/13

M133128

FORM 3100 (7/11)

INFIRMARY 24 HOUR ADMISSION & OBSERVATION SHORT FORM

Patient's Name | DIN | Facility

Date	Time Incl. AM/PM	Health Provider Progress Notes (Use Black Ink) Complete with Signature/Credentials Do Not Leave Blank Lines Between Entries	Provider ID #
8/5/13	10Am	admitted to infirmary pup for ⓛ knee arthroscopy, NPO signed NO NSAIDS x 7 days (VSS. A+O x 3 NO C/O' RW284	
8/5/13	8P	Ø medical c/o voiced Neem	
8/6/13	4P	returns from arthroscopy Knee Surgery c/o pain 8/10 - medicated with 2 tylenol #3 per V/S BPT-States he Haent taken his BP med in a few days - Dmitriguez DBallou	
8/6/13	4P	CryoCuff applied - inmate shown How to fill + drain cuff - DBallou	
8/6/13	8P	C/o L Knee pain 7/10 - medicated with 2 tylenol #3 PO DBallou	
8/6/13	2305	A+Ox3. PRN pain meds given good effect, ⓛ knee c cryocuff in place. - Tomlain	

INFIRMARY PHYSICIAN NOTE REQUIREMENTS
New Admission - 1st two weeks, 3 notes/week
Continuing - 1/week or more frequently as indicated by Plan of Care

INFIRMARY NURSING NOTE REQUIREMENTS
New Admission - Once per shift for first 48 hours
Seriously ill - Once per shift
Chronically ill - Once per 24 hours

FORM 3100 (7/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Division of Health Services

INFIRMARY 24 HOUR ADMISSION & OBSERVATION SHORT FORM

Patient's Name	DIN	Facility
Ayaguie Ralph	96A0918	CCF

ADMISSION NOTE

Prep = Left Knee arthroscopy
— NPO p MN
NO NSAIDS

OA @ Knee, locking, locky.

Date/Time of Admission	Date/Time Completed	Physician's Signature/ID #
8/5/13 1120	8/5/13 1130	930

DISCHARGE SUMMARY

Arthroscopy no Repair sent to PT, Up as tol ward duty
Ambl post op Blood drain. Knee flexed 90°, Ambl ecdys, sutures intact
Dx: (A) OA Knee (L), (P) DJD Keyhole 4 day, FU PCP TJMC
Pain Control Rx

Date/Time of Discharge	Date/Time Completed	Physician's Signature/ID #
8/7/13 0800	8/7/13 0800	930

HEALTH PROVIDER'S ORDER SHEET

Drug Sensitivity yes/no Specify:

DATE	TIME/ AM/PM	ORDER	SIGNATURE/ CREDENTIALS	*MAR	REQU.	*MEDT	ACTION TAKEN SIGNATURE/ CREDENTIALS
8-5-13	10 AM	VS q day, then q shift				RW	
		neg dict. NPO p MN 8/5/13				Noted Fwd 8/6/13 12 PM	
		NO NSAIDS x 7 days.					
		prilose 20g QD.				930	
8/6/13	4P	Tylenol #3 PO Q4Hr PRN X 3 days TO Dr Adams	KO Ballam				

8/7/13 DC today, FU TJMC PCP

DATE	TIME	URINE	STOOL	BP	T	P	R
8-5-13	10 AM		2/4 PM	152/82	97.8	90	18
8/6/13	4P			159/102	98.8	86	16
8/6/13	2305			129/84	98.4	75	16
8/7/13							

VITALS

TREATMENT OR MEDICATION DOSE & ROUTE & DATE OF MD ORDER	INITIAL	DATE	TIME
8/6/13 4P Tylenol #3 2 PO			
8/6/13 2305 Tylenol #3 x 2 PO		8/6/13	2305

INITIAL KEY

INITIALS	NAME
RW	Rosaldina Rodriguez RN
KB	Karen Ballam

* MAR - Medication Admin. Record REQU. - Requisition MEDT. - Medication Ticket

FORM 3105B1 (11/11) STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

AMBULATORY HEALTH RECORD PROGRESS NOTE

Name	DIN	Date of Birth	Facility Name
Oyague, Ralph	96A0918	8-30-52	CCF

Subjective:

Last Name Oyague

DIN 96A0918 Location _____

Date 8-12-13 Time _____

Objective:

Dsg Δ
No S/S of Infection

Provider Orders:

Return of Cryo. Cuff Equipment

R

Assessment:

ON Callout for Suture Removal 8-19-13 completed

Plan:

IBU OTC
Bacitracin
Bandaids
3 day supply of med keep lock continuance

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Subjective:

Last Name _____

DIN _____ Location _____

Date 8/27/13 Time _____

Objective:

Provider Orders:

Diclofenac
75mg TBD
B.I.D x 30 Days
GRF

Assessment:

Plan:

Signature/Provider # _____ RN Transcribing Order/Provider #/Date/Time _____

Continue entry into next box if necessary.

9/13/13 6:17:11 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4781 HEALTH SERVICES SYSTEM
REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: CLINTON GEN
REFERRING FAC : CLINTON GEN REFERRAL NUMBER: 13348885.01M
REFERRAL DATE : 08/08/13 02:07P TELEMED: N<N> REFERRAL TYPE : FOLLOW-UP
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: SCHEDULED
URGENCY OF CARE: ASSIGNED INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: VONDA JOHNSON, MD APPOINTMENT: 09/13/13 08:00A
REVIEWED BY: VONDA JOHNSON, MD POS: CLINTON CF
PROV: MACELARU, DRAGOS-ORTHO

REASON FOR CONSULTATION: USER: 08/20/13 02:16P C020WLS
(S/P LEFT KNEE ARTHROSCOPY TO REPAIR BAKER'S CYST AND MENISCAL TEAR)
(RECOMMENDED ORTHO CLINIC F/U IN SEPTEMBER CLINIC)
( )
( )
( )

ATTENTION: DO NOT INFORM INMATE OF FUTURE APPOINTMENT(S)

CONSULTANT REPORT: S/P L knee arthroscopy

S: c/o persistent pain, only slightly better.
R knee hurts too. Had contusion, didn't help
o/E: well healed scars lat.

O: ROM 0 → 110° lat, no instability,
Lat. origitus and medial pain c ROM

A: Imp: lat. knee OA, symptomatic.
Not much better (walks better though)

P: recommend lat. synvisc injection
PT, elastic brace x3

Thank you,
9.13.13

CONSULTANT SIGNATURE: _____ DATE: __/__/__
IF FOLLOW-UP/PROCEDURE RECOMMENDED - REQUESTED BY __ / __ / __

* CONSULTATION IS A RECOMMENDATION. FINAL DETERMINATION WILL BE MADE BY THE INMATE'S NYSDOCS PHYSICIAN.

13348885-02
9/17/13

10/10/13 9:19:35 NYS DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
HSC4782 HEALTH SERVICES SYSTEM

REQUEST AND REPORT OF CONSULTATION

NAME: OYAGUE, RALPH DIN: 96A0918 DOB: 08/30/1952
CURRENT FAC: CLINTON GEN
REFERRING FAC : CLINTON GEN REFERRAL NUMBER: 13348885.02M
REFERRAL DATE : 09/17/13 02:29P TELEMED: N<N> REFERRAL TYPE : PROCEDURE
TYPE OF SERVICE: ORTHOPEDICS-OTHER REFERRAL STATUS: PENDED-FAC REVW
URGENCY OF CARE: ROUTINE INTERPRETER:

MEDICAL HOLD: NO TYPE: REASON CODE: EXP.DATE:
TRANSPORTATION : N WHEELCHAIR N NURSE N AMBULANCE N LITTER N HCA
SENSORIAL IMPAIRMENT:
REFERRED BY: RICHARD ADAMS, MD REQUESTED BY: 10/17/13
REVIEWED BY: RICHARD ADAMS, MD

REASON FOR CONSULTATION: N MAIL N FAX USER: 10/08/13 08:59A C02ORNA
(PT WITH OA OF KNEES HAD ARTHROSCOPIC REPAIR OF MENISCIS LT. KNEE WITH SOME)
(PAIN RELIEF,ALSO INJECTIONS STEROIDS. NOW ORTHO WOULD LIKE TO TRY BILATERAL)
(SYNVISK INJECTIONS TO INPROVE DURATION OF PAIN RERLIEF IN THE KNEES.)
( )
( )

DECISION: P PENDED 10/09/13 REASON: 03 FURTHER INFO

DECISION COMMENTS: USER: 10/09/13 08:44A OAPSDEJ
(PLEASE FAX [redacted] THE ORT CONSULT. THANK YOU)
(NEEDED TO COMPLETE REVIEW)
(DEJRN/APS)

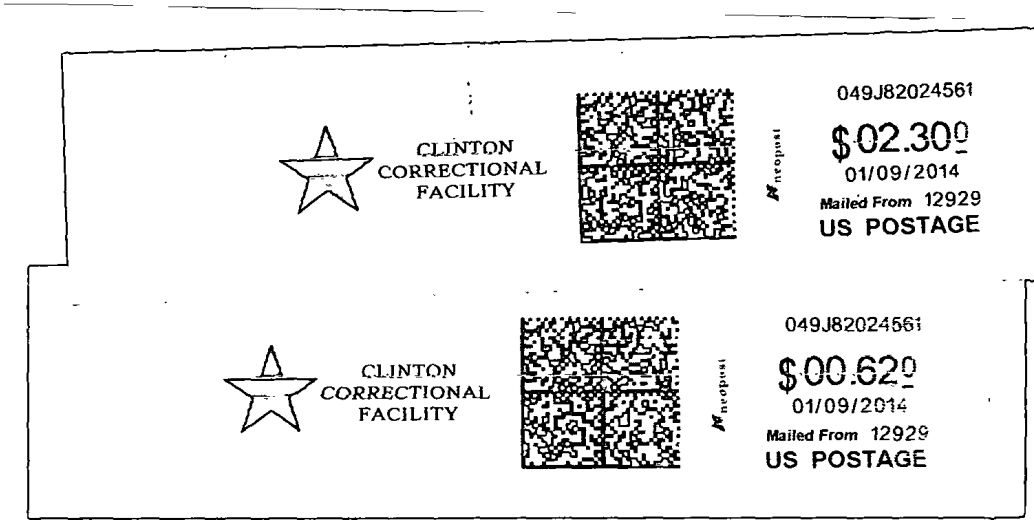
ADDITIONAL COMMENTS (ENTRY AREA):

(_____)
(_____)
(_____)
(_____)
(_____)
(_____)
(_____)

*ADDITIONAL COMMENTS: 05

13-22840-rdd Doc 1135-18 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 16) Pg 60 of 60

RALPH OYAGUE 96A0518
CLINTON CORR. FAC.
P. O. BOX 2000-1
DANNEMORA, N.Y. 12929



SOUND SHORE MEDICAL CENTER
c/o GCG, INC.
P. O. BOX 9982
DUBLIN, OH. 43017-5982

LEGAL MAIL

CLINTON CORRECTIONAL FACILITY
LAW LIBRARY
LEGAL MAIL ONLY

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	**Case No.**
☐ Sound Shore Medical Center of Westchester	13-22840
☐ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:

THE GARDEN CITY GROUP, INC. AUG 14 2013

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): PAL ENVORONMENTAL SAFETY CORP

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:

PAL ENVORONMENTAL SAFETY CORP
1102 QUEENS PLZ S
LONG ISLAND CITY, NY 11101-4908

Telephone number: 718-349-0900
Email Address: JANNEMMA@PALCORP.COM

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Name and address where payment should be sent (if different from above):

SAME AS ABOVE

Telephone number:
Email Address:

FILED - 00142
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

1. Amount of Claim as of Date Case Filed (May 29, 2013): $ 2,384.25

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: SERVICES RENDERED - ASBESTOS ABATEMENT
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: 3123

3a. Debtor may have scheduled account as: _____ (See instruction #3a)

3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☑ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $ _____

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Basis for perfection: _____

Amount of Secured Claim: $ 2,384.25

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $ 2,384.25

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 2,384.25

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☑ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Joseph M. Annaramma (Signature) 8/13/13 (Date)

Title: VP & Chief Financial Officer

Company: PA Environmental Safety Corp.

Address and telephone number (if different from notice address above):

Telephone number: 718-379-0905 email: JAnnaramma@PAEnvCorp.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A□SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

01008534
SSM0203446249



PAL ENVORONMENTAL SAFETY CORP
1102 QUEENS PLZ S
LONG ISLAND CITY, NY 11101-4908

Paul Generosa

Sound Shore Medical Center of Westchester, et al.
c/o GCG INC,
5151 Blazer Parkway ,Suite A
Dubiln, OH 43017

Enclosed, is our Proof of claim.

Paul Generosa
PAL ENVIRONMENTAL SERVICES
Environmental Contracting Specialists
11-02 Queens Plaza South
Long Island City, NY 11101
pgenerosa@palcorp.com

Phone - 718-349-0900
Fax - 718-349-2800
www.palcorp.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

---x

In re:	Chapter 11 Case
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,	Case No. 13- 22840 (RDD)
Debtors.	(Jointly Administered)

---x

NOTICE OF DEADLINE REQUIRING FILING OF PROOFS OF CLAIM (INCLUDING CLAIMS UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE

The United States Bankruptcy Court for the Southern District of New York has entered an Order establishing (i) **September 16, 2013 at 4:00 p.m. (prevailing Eastern time)** as the last date for each person or entity (including individuals, partnerships, limited liability companies, corporations, joint ventures and trusts) to file a proof of claim based on prepetition claims, including claims under section 503(b)(9) of the Bankruptcy Code, and (ii) **November 25, 2013 at 4:00 p.m. (prevailing Eastern time)** as the last date for each governmental unit to file a proof of claim based on prepetition claims, as against any of the following Debtors:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in Last 5 Years
Sound Shore Health System, Inc.	13-22844	13-4011398	N/A
Sound Shore Medical Center of Westchester	13-22840	13-1740117	N/A
The Mount Vernon Hospital, Inc.	13-22841	13-1740115	N/A
Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	23-7000781	N/A
NRHMC Services Corporation	13-22845	13-3769137	N/A
The M.V.H. Corporation	13-22843	13-3281514	N/A
New Rochelle Sound Shore Housing, LLC	13-22846	13-1740117	N/A

The Bar Date and procedures set forth in the Order for filing proofs of claim apply to all claims against the Debtors that arose prior to May 29, 2013 (the "**Petition Date**"), the date on which the Debtors commenced their respective cases under chapter 11 of the Bankruptcy Code, except those holders of the certain claims listed in the Order that are specifically excluded from the Bar Date filing requirements ("**Excluded Claims**").

You MUST file a proof of claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from any of the Debtors' bankruptcy estates if you have a claim that arose prior to the Petition Date, and it is not one of the types of Excluded Claims described in the Order. Claims based on acts or omissions of the Debtors that occurred before the Petition Date (other than Excluded Claims) must be filed on or prior to the Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Filing Date.

For a copy of the Order and a sample proof of claim form, you may contact the Debtor's Claims Agent: GCG, Inc., P.O. Box 9982 Dublin, Ohio 43017-5982, by phone at (866) 300-1288, by email at SoundShoreInfo@gcginc.com, or visit their website at www.gcginc.com/cases/soundshore.

RECEIVED
AUG 12 2013
BY: .....

Except as provided for in the Order and herein, all proofs of claim must be filed **so as to be received on or before September 16, 2013 at 4:00 p.m. (Eastern time)** at the following address to:

IF BY MAIL:

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

IF BY HAND DELIVERY OR OVERNIGHT COURIER:

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017
OR

IF BY HAND DELIVERY:

United States Bankruptcy Court, SDNY
300 Quarropas Street
White Plains, New York 10601
Attention: Clerk of the Court

Proofs of claim will be deemed filed only if received by the Bankruptcy Court **on or before 4:00 p.m. (prevailing Eastern Time)** on the Bar Date. Proofs of claim may not be delivered by facsimile, telecopy or electronic mail transmission.

ANY HOLDER OF A CLAIM THAT IS NOT EXCEPTED FROM THE AFOREMENTIONED FILING REQUIREMENTS OF THE COURT ORDER, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE BARRED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR CHAPTER 11 ESTATES, FROM VOTING ON ANY PLAN OF REORGANIZATION OR LIQUIDATION FILED IN THIS CASE, AND FROM PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CASES ON ACCOUNT OF SUCH CLAIM.

You may be listed as the holder of a claim against the Debtors in the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**"). Copies of the Debtor's Schedules are available for inspection on the Court's Internet Website at http://www.nysb.uscourts.gov. A login and password to the Court's Public Access to Electronic Court Records ("**PACER**") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov. Copies of the Schedules may also be examined between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday at the Office of the Debtor's Claims Agent GCG, Inc., 190 S. LaSalle St., Suite 1520, Chicago, IL 60603. Copies of the Debtor's Schedules may also be obtained on the website of GCG, Inc. at http://www.gcginc.com/cases/soundshore.

A holder of a possible claim against the Debtor should consult an attorney regarding any matters not covered by this notice, such as whether the holder should file a proof of claim.

Dated: Great Neck, New York
July 31, 2013

BY ORDER OF THE COURT

GARFUNKEL WILD, P.C.
Counsel to the Debtors
111 Great Neck Road
Great Neck, New York
(516) 393-2200

PAL
ENVIRONMENTAL SERVICES

November 15th, 2012

Mr. Thomas Irving
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, NY 10802
Tel: 914-365-3558
tirving@sshsw.org

Re: 16 Guion Place New Rochelle
PAL Job# 12-1789

Dear Mr. Irving,

PAL Environmental Services is pleased to submit this proposal for removal and disposal of asbestos containing pipe insulation. We propose to supply the necessary certified labor, materials, equipment to perform the following;

SCOPE OF WORK:

Removal & disposal of less than 25 LF of asbestos containing pipe insulation at the above mentioned location.

Cost: $ 2,200.00 Plus Tax or CCI

EXCLUSIONS

- Temporary electric and stand by electrician.
- Fire watch or security personnel.
- Any damage due to an advanced state of deterioration or pre-existing damage.
- Any building service charges.
- Any temporary utility service hook-ups and disconnects.
- Multiple mobilizations.
- Damage caused by staples, glue or tape required to use to construct the containment.
- DOB and ATRU permits.
- Re-insulation.

NOTES AND CLARIFICATIONS

- Any required shut downs shall be coordinated/provided by others.
- Work areas shall be made available for exclusive use.
- Demolition must be done prior Abatement by others.
- Air monitoring to be provided by others
- On site storage and staging area shall be made available.
- Union labor shall be from Local 78 & 12A.

PAL
ENVIRONMENTAL SERVICES

PAL Job#12-1789
16 Guion Place
Page two of two

PAYMENT SCHEDULE

- Due in full after 30 days of each invoice. A finance charge of 1.5% per month (18% per annum) shall be added to past due balances.

INSURANCE

- $2 Mil. Each Occurrence, $ 2 Mill. General Aggregate with a $25 Mill. Umbrella includes Asbestos, Lead and Pollution. Increased Limits are available upon request.

Should you have any questions please do not hesitate to call me at (718) 349-0900.

Sincerely,
PAL Environmental Services

Douglas Lyon

Douglas Lyon
Vice President of Operations

A fully executed Contract or Purchase Order for the full contract price shall be necessary in order to initiate project commencement. By signing below, the client acknowledges his/her authority and intention to enter into such an agreement based upon the above proposal.

Date Accepted: _____

Signed: _____

Print: _____

Title: _____

INVOICE

PAL ENVIRONMENTAL SAFETY CORP.
Environmental Specialists

11-02 QUEENS PLAZA SOUTH LONG ISLAND CITY, NY 11101

TEL 718-349-0900 FAX 718-349-2800

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
12-11-2012	3123	1081478
P.O. NUMBER	**JOB NO.**	
-	12-17890	

TO:

SOUND SHORE MEDICAL CENTER
16 GUION PLACE
ATTN: THOMAS IRVING
NEW ROCHELLE, NY 10802

JOB SITE:

12-1789
16 Guion Place

ITEM	DESCRIPTION	AMOUNT
1	Perform the removal & disposal of less than 25 lf of acm containing pipe insulation from the above location in accordance with PAL's Proposal.	2,200.00

ALL INVOICES ARE DUE WITHIN 30 DAYS. A FINANCE CHARGE OF 1.5% PER MONTH (18%) PER ANNUM WILL BE ADDED TO OUTSTANDING BALANCES NOT PAID WITHIN 30 DAYS.

Amount Billed	$2,200.00
Total Tax	184.25
Retainage Held	
Total:	$2,384.25

Due Date: 01-11-2013

WE APPRECIATE YOUR PROMPT PAYMENT

CUSTOMER

177/13

NOTICE UNDER MECHANIC'S LIEN LAW

To the Clerk of the County of Westchester and all others whom it may concern:

Please Take Notice, that Pal Environmental Safety Corp.
as lienor(s) have and claim a lien on the real property hereinafter described as follows:

(1) The names and residences of the lienor(s) are Pal Environmental Safety Corp.
11-02 Queens Plaza South
Long Island City , NY 11101

being a Corporation Duly organized and existing under and by virtue of the laws of the State of New York whose business address is at 11-02 Queens Plaza South Long Island City, NY 11101

(2) The owner of the real property is Sound Shore Medical Center of Westchester
and the interest of the owner as far as known to the lienor(s) is Fee Simple

(3) The name of the party by whom the lienor(s) was (were) employed is:
Sound Shore Medical Center of Westchester

The name of the party to whom the lienor(s) furnished or is (are) to furnish materials or for whom the lienor(s) performed or is (are) to perform professional services is:
Sound Shore Medical Center of Westchester

RECEIVED
JUN -4 2013
TIMOTHY C. IDONI
COUNTY CLERK
COUNTY OF WESTCHESTER

(4) The labor performed was Disposal of Abestos Containing Pipe Insulation

Section:
4

The material furnished N/A

Block:
1235

The materials actually manufactured for but not delivered to the real property are N/A

Lot:
23

The agreed price and value of the labor performed is $2,384.25
The agreed price and value of the material furnished is
The agreed price and value of the material actually mfd. for but not delivered to the real prop. is
The agreed fee for professional services is

Total agreed price and value $2,384.25

(5) The amount unpaid to the lienor(s) for said labor performed is $2,384.25
The amount unpaid to the lienor(s) for said material furnished is
The amount unpaid to lienor(s) for material actually mfd. for but not delivered to the real prop. is

Total amount unpaid $2,384.25

The total amount claimed for which this lien is filed is $2,384.25

(6) The time when the first item of work was performed was 11/14/2012
The time when the first item of material was furnished was N/A
The time when the last item of work was performed was 11/14/2012
The time when the last item of material was furnished was N/A

(7) The property subject to the lien is situated in New Rochelle, County of Westchester ,State of New York
Known as: 16 Guion Place
New Rochelle , NY

That said labor and materials were performed and furnished for and used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described.

Dated June 4, 2013

Mark Nash, Agent

STATE OF NEW YORK, COUNTY OF SS.: INDIVIDUAL OR PARTNER

being duly sworn, says that deponent is of the co-partnership named in the within notice of lien and the lienor(s) mentioned in the foregoing notice of lien; that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

STATE OF NEW YORK, COUNTY OF Westchester SS.: CORPORATION

Mark Nash being duly sworn, says that deponent is the Agent of Pal Environmental Safety Corp. herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the Agent of Pal Environmental Safety Corp. which is a Domestic corporation, and deponent is familiar with the facts and circumstances herein.

Mark Nash, Agent

State of New York ss:

County of Nassau

On the 4 day of June in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Nash, Agent personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

Signature of Notary Public

MICHAEL PECORINI
Notary Public, State of New York
No. 01PE6240264
Qualified in Nassau County
Commission Expires May 2, 2015

00028

Entered 06/29/15 14:27:20 Claims
Filed 06/29/15 Fedex.com 1-800-GoFedEx 1-800-463-3339
(Part 17) Pg 13 of 43
Doc 1135-19
13-22840-rdd

FedEx Express **Package US Airbill** FedEx Tracking Number **8041 2810 9779** carbon-neutral

Form ID No. 0215 **Recipient's Copy**

1 From
Date 8/13/2013
Sender's Name Paul F. GENEROSA Phone 718 349-0900
Company PAL ENVIRONMENTAL SAFETY INC
Address 1102 QUEENS PLZ S Dept/Floor/Suite/Room
City LONG ISLAND CITY State NY ZIP 11101-4908

2 Your Internal Billing Reference

3 To
Recipient's Name Sound Shore Medical Center of Westchester Phone
Company c/o GCG INC
Address 5151 BLAZER Parkway, Suite A Dept/Floor/Suite/Room
We cannot deliver to P.O. boxes or P.O. ZIP codes.
Address
Use this line for the HOLD location address or for continuation of your shipping address.
City Dublin State OH ZIP 43017

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.
HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0110782960

8041 2810 9779

4 Express Package Service * To most locations.
NOTE: Service order has changed. Please select carefully.
Packages up to 150 lbs. For packages over 150 lbs., see the FedEx Express Freight US Airbill.

Next Business Day	2 or 3 Business Days
☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected	☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
☑ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected	☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected
☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available	☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.
☑ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options
☐ SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
☐ No Signature Required — Package may be left without obtaining a signature for delivery.
☐ Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods? One box must be checked.
☑ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required. ☐ Dry Ice Dry Ice, 9, UN 1845 ____ x ____ kg
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. ☐ Cargo Aircraft Only

7 Payment *Bill to:* Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No. ☐
☑ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages ____ Total Weight ____ lbs. Credit Card Auth. ____

†Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

611

Rev. Date 2/12 • Part #163134 • ©1994–2012 FedEx • PRINTED IN U.S.A. SRS

fedex.com 1-800-GoFedEx 1-800-463-3339

RT 219 3 A 9779 08.14
ST 20

FedEx TRK# 0215 8041 2810 9779
WED - 14 AUG 10:30A
PRIORITY OVERNIGHT
XX OSUA
43017
OH-US
LCK

Emp# 840234 13AUG13 LGAA 519C1/0989/93AB

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
PHARMCO PRODUCTS, INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC JAN 11 2014

Name and Addresses Where Notices Should be Sent.
PHARMCO PRODUCTS, INC
ATTN: DAYNE GOMES
58 VALE ROAD
BROOKFIELD, CT 06804

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify)_____

2. DATE DEBT WAS INCURRED (IF KNOWN): VARIOUS - SEE ATTACHED INVOICES

3. DESCRIPTION OF CLAIM (IF KNOWN): VARIOUS - SEE ATTACHED INVOICES

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 2,004 (Total)

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests Do not send original documents If the documents are not available, explain If the documents are voluminous, attach a summary

7. TIME-STAMPED COPY. To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DAYNE GOMES
Title: CONTROLLER
Company: PHARMCO PRODUCTS, INC.
Address and telephone number (if different from notice address above):

(Signature) 01-06-2014 (Date)

Telephone number: 203.740.5021 email: dayne.gomes@pharmcoaaper.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01142
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

ORIGINAL

PHARMCO-AAPER

THE POWER OF THREE[3]

REMIT TO: Department # 267501
Pharmco Products, Inc.
PO Box 67000
Detroit, MI 48267-2675, USA

58 Vale Road
Brookfield, Connecticut 06804-3967, U.S.A.
PHONE: (203) 740-3471
FAX: (203) 740-3481

PAST DUE INVOICES ARE SUBJECT TO A FINANCE CHARGE OF THE LESSER OF 1½% PER MONTH OR THE MONTHLY INTEREST RATE IN EFFECT IN YOUR STATE. ANY CLAIM MUST BE SUBMITTED IN WRITING IMMEDIATELY UPON RECEIPT OF GOODS, TO SELLER'S OFFICES IN BROOKFIELD, CT, 06804-3967 USA

SALES INVOICE

Sales Invoice Number: SI127278
Sales Invoice Date: 12/05/2012
Page: 1

Bill 252934-000
To: SOUND SHORE MED CTR WESTCHE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

Ship 252934-001
To: New Rochelle Hospital Med Ctr
Frank Hall/PO#NR174072
16 Guion Place
New Rochelle, NY 10801

SLS1	SLS2	DUE DATE	DISC. DUE DATE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP NO.
Northeast	Northeast	04/04/2013	12/05/2012	SO135084	12/03/2012	12/05/2012	SS126870

TERMS DESCRIPTION	CUSTOMER PO #	TAX PAID S/N	SHIP VIA	CARRIER
Net 120	NR174072		THIRD PARTY BILLING No Sur	YELLOW/ROADWAY

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	TOTAL PRICE
8BUFF-FORM10%CSGL	CASE	12	12	18.00	216.00
10% BUFFERED FORMALIN - CASE G					
10% BUFFERED FORMALIN/NOT DOT REGULATED 96% WATER/4% ACTIVE INGREDIENT					
NON HAZARDOUS MATERIAL 4X1 CASE GALLON					
111000200CSGL	CASE	3	3	44.00	132.00
ALCOHOL, PURE ETHYL TF 200 CAS grain					
UN1170, Ethanol Solutions, 3, PGII, Flammable Liquid					
200 PROOF PLASTIC CASE GALLONS NMFC ITEM #42690-02					

Thank you for your order. EIN No. 06-1136687

Wine Gallons	TAXABLE GOODS & FRT	NONTAXABLE GOODS & FRT	SALES TAX	TOTAL
12.00	0.00	348.00	0.00	348.00
Proof Gallons				
24.00				

CONDITIONS OF SALES

1. Freight.
   Freight is payable either by Pharmco or by customer as per Pharmco records of the transactions.

2. Payment Terms
   Payment terms NET THIRTY DAYS after invoice unless otherwise agreed. Interest in the amount of 1½% per month (18% per annum) shall be paid for each thirty-day period, or part thereof, that payment is not received after said thirty-day period.

3. Returns.
   No returns will be accepted by Pharmco or credited unless approved by it in advance of return in writing.

4. Delays.
   Pharmco will not be liable for any delay in the delivery or shipment of goods, or for any damages suffered by the Purchaser by reason of such delay, when such delay is caused by fires, floods, accidents, civil unrest, acts of God, war governmental interference, labor difficulties, or shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond its control.

5. Conditions.
   All orders are subject to Pharmco's ability to obtain product, and all orders are subject to governmental regulations, orders, directives, and restrictions that may be in effect from time to time.

6. Warranties.
   NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE IN CONNECTION WITH THE PRODUCT ORDERED.

7. Entire Contract
   This Sale Order, Confirmation and Agreement constitutes the entire agreement between Pharmco and Purchaser in connection with the order and cannot be changed except by further written agreement executed by Pharmco.

8. Pharmco Products, Inc., DSP-CT-18, agrees to pay in accordance with part 19.515, 27CFR the amount of tax shown on this invoice. We also certify under penalty of perjury, that we are not in default of any payment of tax chargeable against our withdrawal bond.

ORIGINAL

PHARMCO-AAPER

THE POWER OF THREE[3]

REMIT TO: Department # 267501
Pharmco Products, Inc.
PO Box 67000
Detroit, MI 48267-2675, USA

58 Vale Road
Brookfield, Connecticut 06804-3967, U.S.A.
PHONE: (203) 740-3471
FAX: (203) 740-3481

PAST DUE INVOICES ARE SUBJECT TO A FINANCE CHARGE OF THE LESSER OF 1½% PER MONTH OR THE MONTHLY INTEREST RATE IN EFFECT IN YOUR STATE. ANY CLAIM MUST BE SUBMITTED IN WRITING IMMEDIATELY UPON RECEIPT OF GOODS, TO SELLER'S OFFICES IN BROOKFIELD, CT, 06804-3967 USA.

SALES INVOICE

Sales Invoice Number: SI130479
Sales Invoice Date: 01/30/2013
Page: 1

Bill 252934-000
To: SOUND SHORE MED CTR WESTCHE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

Ship 252934-001
To: New Rochelle Hospital Med Ctr
Frank Hall/PO#NR174641
16 Guion Place
New Rochelle, NY 10801

SLS1	SLS2	DUE DATE	DISC. DUE DATE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP NO.
Northeast	Northeast	05/30/2013	01/30/2013	SO138643	01/29/2013	01/30/2013	SS130067

TERMS DESCRIPTION	CUSTOMER PO #	TAX PAID S/N	SHIP VIA	CARRIER
Net 120	NR174641		THIRD PARTY BILLING No Sur	YELLOW/ROADWAY

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	TOTAL PRICE
8BUFF-FORM10%CSGL	CASE	12	12	18.00	216.00
10% BUFFERED FORMALIN - CASE G					
10% BUFFERED FORMALIN/NOT DOT REGULATED 96% WATER/4% ACTIVE INGREDIENT					
NON HAZARDOUS MATERIAL 4X1 CASE GALLON					
399000000CSGF	CASE	4	4	38.00	152.00
XYLENES,4X1Gal CASE					
UN1307, XYLENES, 3, PGII, CLASS 70, FLAMMABLE LIQUID					
4X1 FLUORINATED GALLONS NMFC ITEM #060000-00					
111000200CSGL	CASE	8	8	44.00	352.00
ALCOHOL, PURE ETHYL TF 200 CAS grain					
UN1170, Ethanol Solutions, 3, PGII, Flammable Liquid					
200 PROOF PLASTIC CASE GALLONS NMFC ITEM #42690-02					

Thank you for your order. EIN No. 06-1136687

Wine Gallons	TAXABLE GOODS & FRT	NONTAXABLE GOODS & FRT	SALES TAX	TOTAL
32.00	0.00	720.00	0.00	720.00
Proof Gallons				
64.00				

CONDITIONS OF SALES

1. Freight.
   Freight is payable either by Pharmco or by customer as per Pharmco records of the transactions.

2. Payment Terms
   Payment terms NET THIRTY DAYS after invoice unless otherwise agreed. Interest in the amount of 1½% per month (18% per annum) shall be paid for each thirty-day period, or part thereof, that payment is not received after said thirty-day period.

3. Returns.
   No returns will be accepted by Pharmco or credited unless approved by it in advance of return in writing.

4. Delays.
   Pharmco will not be liable for any delay in the delivery or shipment of goods, or for any damages suffered by the Purchaser by reason of such delay, when such delay is caused by fires, floods, accidents, civil unrest, acts of God, war governmental interference, labor difficulties, or shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond its control.

5. Conditions.
   All orders are subject to Pharmco's ability to obtain product, and all orders are subject to governmental regulations, orders, directives, and restrictions that may be in effect from time to time.

6. Warranties.
   NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE IN CONNECTION WITH THE PRODUCT ORDERED.

7. Entire Contract
   This Sale Order, Confirmation and Agreement constitutes the entire agreement between Pharmco and Purchaser in connection with the order and cannot be changed except by further written agreement executed by Pharmco.

8. Pharmco Products, Inc., DSP-CT-18, agrees to pay in accordance with part 19.515, 27CFR the amount of tax shown on this invoice. We also certify under penalty of perjury, that we are not in default of any payment of tax chargeable against our withdrawal bond.

ORIGINAL

PHARMCO-AAPER

THE POWER OF THREE[3]

REMIT TO: Department # 267501
Pharmco Products, Inc.
PO Box 67000
Detroit, MI 48267-2675, USA

58 Vale Road
Brookfield, Connecticut 06804-3967, U.S.A.
PHONE: (203) 740-3471
FAX: (203) 740-3481

PAST DUE INVOICES ARE SUBJECT TO A FINANCE CHARGE OF THE LESSER OF 1½% PER MONTH OR THE MONTHLY INTEREST RATE IN EFFECT IN YOUR STATE. ANY CLAIM MUST BE SUBMITTED IN WRITING IMMEDIATELY UPON RECEIPT OF GOODS, TO SELLER'S OFFICES IN BROOKFIELD, CT, 06804-3967 USA.

SALES INVOICE

Sales Invoice Number: SI130773
Sales Invoice Date: 02/04/2013
Page: 1

Bill 252934-000
To: SOUND SHORE MED CTR WESTCHE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

Ship 252934-001
To: New Rochelle Hospital Med Ctr
Frank Hall/PO#NR175114
16 Guion Place
New Rochelle, NY 10801

SLS1	SLS2	DUE DATE	DISC. DUE DATE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP NO.
Northeast	Northeast	06/04/2013	02/04/2013	SO138998	02/01/2013	02/04/2013	SS130360

TERMS DESCRIPTION	CUSTOMER PO #	TAX PAID S/N	SHIP VIA	CARRIER
Net 120	NR175114		THIRD PARTY BILLING No Sur	YELLOW/ROADWAY

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	TOTAL PRICE
111000200CSGL ALCOHOL, PURE ETHYL TF 200 CAS grain UN1170, Ethanol Solutions, 3, PGII, Flammable Liquid 200 PROOF PLASTIC CASE GALLONS NMFC ITEM #42690-02	CASE	4	4	44.00	176.00
399000000CSGF XYLENES,4X1Gal CASE UN1307, XYLENES, 3, PGII, CLASS 70, FLAMMABLE LIQUID 4X1 FLUORINATED GALLONS NMFC ITEM #060000-00	CASE	4	4	38.00	152.00

Thank you for your order. EIN No. 06-1136687

Wine Gallons	TAXABLE GOODS & FRT	NONTAXABLE GOODS & FRT	SALES TAX	TOTAL
16.00	0.00	328.00	0.00	328.00
Proof Gallons				
32.00				

CONDITIONS OF SALES

1. Freight.
Freight is payable either by Pharmco or by customer as per Pharmco records of the transactions.

2. Payment Terms
Payment terms NET THIRTY DAYS after invoice unless otherwise agreed. Interest in the amount of 1½% per month (18% per annum) shall be paid for each thirty-day period, or part thereof, that payment is not received after said thirty-day period.

3. Returns.
No returns will be accepted by Pharmco or credited unless approved by it in advance of return in writing.

4. Delays.
Pharmco will not be liable for any delay in the delivery or shipment of goods, or for any damages suffered by the Purchaser by reason of such delay, when such delay is caused by fires, floods, accidents, civil unrest, acts of God, war governmental interference, labor difficulties, or shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond its control.

5. Conditions.
All orders are subject to Pharmco's ability to obtain product, and all orders are subject to governmental regulations, orders, directives, and restrictions that may be in effect from time to time.

6. Warranties.
NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE IN CONNECTION WITH THE PRODUCT ORDERED.

7. Entire Contract
This Sale Order, Confirmation and Agreement constitutes the entire agreement between Pharmco and Purchaser in connection with the order and cannot be changed except by further written agreement executed by Pharmco.

8. Pharmco Products, Inc., DSP-CT-18, agrees to pay in accordance with part 19.515, 27CFR the amount of tax shown on this invoice. We also certify under penalty of perjury, that we are not in default of any payment of tax chargeable against our withdrawal bond.

ORIGINAL

PHARMCO-AAPER

THE POWER OF THREE^3

REMIT TO: Department # 267501
Pharmco Products, Inc.
PO Box 67000
Detroit, MI 48267-2675, USA

58 Vale Road
Brookfield, Connecticut 06804-3967, U.S.A.
PHONE: (203) 740-3471
FAX: (203) 740-3481

PAST DUE INVOICES ARE SUBJECT TO A FINANCE CHARGE OF THE LESSER OF 1½% PER MONTH OR THE MONTHLY INTEREST RATE IN EFFECT IN YOUR STATE. ANY CLAIM MUST BE SUBMITTED IN WRITING IMMEDIATELY UPON RECEIPT OF GOODS, TO SELLER'S OFFICES IN BROOKFIELD, CT, 06804-3967 USA

SALES INVOICE

Sales Invoice Number: SI135443
Sales Invoice Date: 04/16/2013
Page: 1

Bill 252934-000
To: SOUND SHORE MED CTR WESTCHE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

Ship 252934-001
To: New Rochelle Hospital Med Ctr
Frank Hall/PO#NR176396
16 Guion Place
ATTN: PATHOLOGY
New Rochelle, NY 10801

SLS1	SLS2	DUE DATE	DISC. DUE DATE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP NO.
Northeast	Northeast	08/14/2013	04/16/2013	SO144113	04/15/2013	04/16/2013	SS135035

TERMS DESCRIPTION	CUSTOMER PO #	TAX PAID S/N	SHIP VIA	CARRIER
Net 120	NR176396		THIRD PARTY BILLING No Sur	YELLOW/ROADWAY

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	TOTAL PRICE
8BUFF-FORM10%CSGL	CASE	12	12	18.00	216.00
10% BUFFERED FORMALIN - CASE G					
10% BUFFERED FORMALIN/NOT DOT REGULATED 96% WATER/4% ACTIVE INGREDIENT					
NON HAZARDOUS MATERIAL 4X1 CASE GALLON					

Thank you for your order. EIN No. 06-1136687

TAXABLE GOODS & FRT	NONTAXABLE GOODS & FRT	SALES TAX	TOTAL
0.00	216.00	0.00	216.00

CONDITIONS OF SALES

1. Freight.
Freight is payable either by Pharmco or by customer as per Pharmco records of the transactions.

2. Payment Terms
Payment terms NET THIRTY DAYS after invoice unless otherwise agreed. Interest in the amount of 1½% per month (18% per annum) shall be paid for each thirty-day period, or part thereof, that payment is not received after said thirty-day period.

3. Returns.
No returns will be accepted by Pharmco or credited unless approved by it in advance of return in writing.

4. Delays.
Pharmco will not be liable for any delay in the delivery or shipment of goods, or for any damages suffered by the Purchaser by reason of such delay, when such delay is caused by fires, floods, accidents, civil unrest, acts of God, war governmental interference, labor difficulties, or shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond its control.

5. Conditions.
All orders are subject to Pharmco's ability to obtain product, and all orders are subject to governmental regulations, orders, directives, and restrictions that may be in effect from time to time.

6. Warranties.
NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE IN CONNECTION WITH THE PRODUCT ORDERED.

7. Entire Contract
This Sale Order, Confirmation and Agreement constitutes the entire agreement between Pharmco and Purchaser in connection with the order and cannot be changed except by further written agreement executed by Pharmco.

8. Pharmco Products, Inc., DSP-CT-18, agrees to pay in accordance with part 19.515, 27CFR the amount of tax shown on this invoice. We also certify under penalty of perjury, that we are not in default of any payment of tax chargeable against our withdrawal bond.

ORIGINAL

PHARMCO-AAPER

THE POWER OF THREE[3]

REMIT TO: Department # 267501
Pharmco Products, Inc.
PO Box 67000
Detroit, MI 48267-2675, USA

58 Vale Road
Brookfield, Connecticut 06804-3967, U.S.A.
PHONE: (203) 740-3471
FAX: (203) 740-3481

PAST DUE INVOICES ARE SUBJECT TO A FINANCE CHARGE OF THE LESSER OF 1½% PER MONTH OR THE MONTHLY INTEREST RATE IN EFFECT IN YOUR STATE. ANY CLAIM MUST BE SUBMITTED IN WRITING IMMEDIATELY UPON RECEIPT OF GOODS, TO SELLER'S OFFICES IN BROOKFIELD, CT, 06804-3967 USA.

SALES INVOICE

Sales Invoice Number: SI137655
Sales Invoice Date: 05/17/2013
Page: 1

Bill 252934-000
To: SOUND SHORE MED CTR WESTCHE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

Ship 252934-001
To: New Rochelle Hospital Med Ctr
Frank Hall/PO#NR176997
16 Guion Place
ATTN: PATHOLOGY
New Rochelle, NY 10801

SLS1	SLS2	DUE DATE	DISC. DUE DATE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP NO.
Northeast	Northeast	09/14/2013	05/17/2013	SO146447	05/16/2013	05/17/2013	SS137243

TERMS DESCRIPTION	CUSTOMER PO #	TAX PAID S/N	SHIP VIA	CARRIER
Net 120	NR176997		THIRD PARTY BILLING No Sur	YELLOW/ROADWAY

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	TOTAL PRICE
111000200CSGL ALCOHOL, PURE ETHYL TF 200 CAS grain UN1170, Ethanol Solutions, 3, PGII, Flammable Liquid 200 PROOF PLASTIC CASE GALLONS NMFC ITEM #42690-02	CASE	4	4	44.00	176.00

Thank you for your order. EIN No. 06-1136687

Wine Gallons	TAXABLE GOODS & FRT	NONTAXABLE GOODS & FRT	SALES TAX	TOTAL
16.00	0.00	176.00	0.00	176.00
Proof Gallons				
32.00				

CONDITIONS OF SALES

1. Freight.
   Freight is payable either by Pharmco or by customer as per Pharmco records of the transactions.

2. Payment Terms
   Payment terms NET THIRTY DAYS after invoice unless otherwise agreed. Interest in the amount of 1½% per month (18% per annum) shall be paid for each thirty-day period, or part thereof, that payment is not received after said thirty-day period.

3. Returns.
   No returns will be accepted by Pharmco or credited unless approved by it in advance of return in writing.

4. Delays.
   Pharmco will not be liable for any delay in the delivery or shipment of goods, or for any damages suffered by the Purchaser by reason of such delay, when such delay is caused by fires, floods, accidents, civil unrest, acts of God, war governmental interference, labor difficulties, or shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond its control.

5. Conditions.
   All orders are subject to Pharmco's ability to obtain product, and all orders are subject to governmental regulations, orders, directives, and restrictions that may be in effect from time to time.

6. Warranties.
   NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE IN CONNECTION WITH THE PRODUCT ORDERED.

7. Entire Contract
   This Sale Order, Confirmation and Agreement constitutes the entire agreement between Pharmco and Purchaser in connection with the order and cannot be changed except by further written agreement executed by Pharmco.

8. Pharmco Products, Inc., DSP-CT-18, agrees to pay in accordance with part 19.515, 27CFR the amount of tax shown on this invoice. We also certify under penalty of perjury, that we are not in default of any payment of tax chargeable against our withdrawal bond.

ORIGINAL

PHARMCO-AAPER

THE POWER OF THREE^3

REMIT TO: Department # 267501
Pharmco Products, Inc.
PO Box 67000
Detroit, MI 48267-2675, USA

58 Vale Road
Brookfield, Connecticut 06804-3967, U.S.A.
PHONE: (203) 740-3471
FAX: (203) 740-3481

PAST DUE INVOICES ARE SUBJECT TO A FINANCE CHARGE OF THE LESSER OF 1½% PER MONTH OR THE MONTHLY INTEREST RATE IN EFFECT IN YOUR STATE. ANY CLAIM MUST BE SUBMITTED IN WRITING IMMEDIATELY UPON RECEIPT OF GOODS, TO SELLER'S OFFICES IN BROOKFIELD, CT, 06804-3967 USA.

SALES INVOICE

Sales Invoice Number: SI140345
Sales Invoice Date: 06/27/2013
Page: 1

Bill 252934-000
To: SOUND SHORE MED CTR WESTCHE
16 GUION PLACE
NEW ROCHELLE, NY 10802-9982

Ship 252934-001
To: New Rochelle Hospital Med Ctr
Frank Hall/PO#NR177209
16 Guion Place
New Rochelle, NY 10801

SLS1	SLS2	DUE DATE	DISC. DUE DATE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP NO.
Northeast	Northeast	10/25/2013	06/27/2013	SO147213	05/29/2013	06/27/2013	SS139934

TERMS DESCRIPTION	CUSTOMER PO #	TAX PAID S/N	SHIP VIA	CARRIER
Net 120	NR177209		THIRD PARTY BILLING No Sur	YELLOW/ROADWAY

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	TOTAL PRICE
8BUFF-FORM10%CSGL	CASE	12	12	18.00	216.00
10% BUFFERED FORMALIN - CASE G					
10% BUFFERED FORMALIN/NOT DOT REGULATED 96% WATER/4% ACTIVE INGREDIENT					
NON HAZARDOUS MATERIAL 4X1 CASE GALLON					

Thank you for your order. EIN No. 06-1136687

TAXABLE GOODS & FRT	NONTAXABLE GOODS & FRT	SALES TAX	TOTAL
0.00	216.00	0.00	216.00

CONDITIONS OF SALES

1. Freight.
   Freight is payable either by Pharmco or by customer as per Pharmco records of the transactions.

2. Payment Terms
   Payment terms NET THIRTY DAYS after invoice unless otherwise agreed. Interest in the amount of 1½% per month (18% per annum) shall be paid for each thirty-day period, or part thereof, that payment is not received after said thirty-day period.

3. Returns.
   No returns will be accepted by Pharmco or credited unless approved by it in advance of return in writing.

4. Delays.
   Pharmco will not be liable for any delay in the delivery or shipment of goods, or for any damages suffered by the Purchaser by reason of such delay, when such delay is caused by fires, floods, accidents, civil unrest, acts of God, war governmental interference, labor difficulties, or shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond its control.

5. Conditions.
   All orders are subject to Pharmco's ability to obtain product, and all orders are subject to governmental regulations, orders, directives, and restrictions that may be in effect from time to time.

6. Warranties.
   NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE IN CONNECTION WITH THE PRODUCT ORDERED.

7. Entire Contract
   This Sale Order, Confirmation and Agreement constitutes the entire agreement between Pharmco and Purchaser in connection with the order and cannot be changed except by further written agreement executed by Pharmco.

8. Pharmco Products, Inc., DSP-CT-18, agrees to pay in accordance with part 19.515, 27CFR the amount of tax shown on this invoice. We also certify under penalty of perjury, that we are not in default of any payment of tax chargeable against our withdrawal bond.

Administrative Bar Date: January 31, 2014 at 4:00 p.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

---------- x

In re:	Chapter 11 Case
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,	Case No. 13- 22840 (RDD)
Debtors.	(Jointly Administered)

---------- x

NOTICE OF DEADLINE REQUIRING FILING OF ADMINISTRATIVE PROOFS OF CLAIM THAT AROSE, ACCRUED OR OTHERWISE BECAME PAYABLE FROM MAY 29, 2013 THROUGH NOVEMBER 6, 2013

TO ALL CREDITORS, PARTIES IN INTEREST AND GOVERNMENTAL UNITS THAT MAY HAVE AN ADMINISTRATIVE CLAIM AGAINST ANY OF THE DEBTORS SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in Last 5 Years
Sound Shore Medical Center of Westchester	13-22840	13-1740117	N/A
The Mount Vernon Hospital, Inc.	13-22841	13-1740115	N/A
Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	23-7000781	N/A
The M.V.H. Corporation	13-22843	13-3281514	N/A
Sound Shore Health System, Inc.	13-22844	13-4011398	N/A

NRHMC Services Corporation	13-22845	13-3769137	N/A
New Rochelle Sound Shore Housing, LLC	13-22846	13-1740117	N/A

The United States Bankruptcy Court for the Southern District of New York (the "**Court**") has entered an Order (the "**Administrative Bar Date Order**") establishing (i) **January 31, 2014 at 4:00 p.m. (prevailing Eastern time)** as the last date for each person or entity (including individuals, partnerships, limited liability companies, corporations, joint ventures, trusts and governmental units) to file requests for allowance and payment of administrative claims (the "**Administrative Claim**"), against any of the Debtors listed above (the "**Administrative Bar Date**"), for the period of May 29, 2013 through November 6, 2013 (the "**Administrative Claim Period**"), including claims entitled to priority in accordance with sections 503 and 507(a) of the Bankruptcy Code (the "**Administrative Claims**"). **Such Administrative Claims shall be deemed filed only when they are actually received.** With respect to any Administrative Claims that arise, accrue or otherwise become payable after November 6, 2013, the Court will fix a supplemental bar date. You will receive notice of that date at a later time.

If you have any questions relating to this Notice or would like a copy of the Administrative Bar Date Order, please feel free to contact the Debtors' claims agent, GCG, Inc., at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com, or visit their website at www.gcginc.com/cases/soundshore.

1. WHO MUST FILE AN ADMINISTRATIVE CLAIM FORM

Pursuant to the terms of the Administrative Bar Date Order, and except as otherwise provided herein, each person or entity (including without limitation individuals, partnerships, limited liability companies, corporations, joint ventures, trusts, estates or governmental units) that hold or assert a claim that: (a) arose under 11 U.S.C. §§ 503(b)(1)-(8) and 507(a)(2) from May 29, 2013 through November 6, 2013, and (c) is not one of the types of claims described in Section 2 below, as against any of the Debtors MUST timely file an Administrative Claim that conforms substantially to the Administrative Claim Form (as defined below) attached hereto, so that it is **actually received** by GCG, Inc. ("**GCG**"), the Bankruptcy Court approved claims agent, or the Clerk of the Bankruptcy Court in these Chapter 11 cases, on or before the Administrative Bar Date set forth below.

You MUST file a Administrative Claim Form to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose during the Administrative Claim Period of May 29, 2013 through November 6, 2013, and it is not one of the types of Excluded Claims described in Section 4 below. Claims based on acts or omissions of the Debtors that occurred during the Administrative Claim Period (other than Excluded Claims), must be filed on or prior to the

(e) Any Administrative Claim held by the Office of the United States Trustee under section 1930(a)(6) of title 28, United States Code;

(f) Any professionals retained by the Debtors or the Creditors' Committee under Court order pursuant to sections 327, 328, 330, 331, or 1103 of the Bankruptcy Code, (including any "ordinary course" professionals);

(g) The court appointed Ombudsman and any professionals retained by the Ombudsman;

(h) Any Administrative Claim held by Midcap Financial, LLC arising out of the DIP credit agreement or the Midcap prepetition credit agreement;

(i) Any Administrative Claim held by Montefiore SS Holdings, LLC; Montefiore MV Holdings, LLC; Montefiore HA Holdings, LLC; Montefiore New Rochelle Hospital; Montefiore Mount Vernon Hospital; or Schaeffer Extended Care Center arising out of or relating to the sale of substantially all of the Debtors' assets;

(j) A Debtor in these cases having a claim against another Debtor; and

(k) A holder of any Administrative Claim against any of the Debtors for which a separate deadline has been previously fixed by this Court, including holders of claims under section 503(b)(9) of the Bankruptcy Code (whereupon you will be required to file a Proof of Claim by that separate deadline).

THE ADMINISTRATIVE BAR DATE ALSO DOES NOT APPLY TO CLAIMS THAT AROSE BEFORE MAY 29, 2013. IF YOUR CLAIM AROSE BEFORE MAY 29, 2013, THIS NOTICE DOES NOT AFFECT YOU, AND YOU DO NOT NEED TO FILE AN ADMINISTRATIVE PROOF OF CLAIM FORM.

YOU SHOULD NOT FILE AN ADMINISTRATIVE CLAIM FORM IF YOU DO NOT HAVE AN ADMINISTRATIVE CLAIM AGAINST THE DEBTORS, OR IF THE ADMINISTRATIVE CLAIM YOU HELD AGAINST THE DEBTORS HAS ALREADY BEEN PAID IN FULL.

THIS NOTICE IS BEING SENT TO MANY PERSONS AND ENTITIES THAT HAVE HAD SOME RELATIONSHIP WITH OR MAY HAVE DONE BUSINESS WITH THE DEBTORS. SOME RECIPIENTS OF THIS NOTICE MAY NOT HAVE AN UNPAID ADMINISTRATIVE CLAIM. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

CONSEQUENCES OF FAILURE TO FILE AN ADMINISTRATIVE CLAIM FORM

EXCEPT WITH RESPECT TO CLAIMS OF THE TYPE SET FORTH IN SECTION 4 ABOVE, ANY HOLDER OF AN ADMINISTRATIVE CLAIM THAT FAILS TO PROPERLY FILE AN ADMINISTRATIVE CLAIM WITH PROPER SUPPORTING DOCUMENTATION ON OR BEFORE THE ADMINISTRATIVE BAR DATE, FOR ANY ADMINISTRATIVE CLAIMS AGAINST THE DEBTOR WILL BE FOREVER

WHEN AND WHERE TO FILE

Except as provided for in the Order and herein, all original Administrative Claim Forms (and, where necessary, accompanying documentation) must be filed **so as to be actually received on or before January 31, 2014 at 4:00 p.m. (prevailing Eastern time)**, at the following addresses:

IF BY MAIL:
Sound Shore Medical Center
c/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

-OR-

IF BY HAND DELIVERY OR OVERNIGHT MAIL:
Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A,
Dublin, OH 43017

IF BY HAND DELIVERY:
United States Bankruptcy Court, SDNY
300 Quarropas Street
Room 248
White Plains, New York 10601
Attn: Clerk of the Court

Administrative Claim Forms will be deemed filed only when actually received by GCG or the Bankruptcy Court **on or before 4:00 p.m. (prevailing Eastern Time)** on the Administrative Bar Date. Administrative Claim Forms may not be delivered by facsimile, telecopy or electronic mail transmission.

WHO NEED NOT FILE AN ADMINISTRATIVE CLAIM FORM

You need not file an Administrative Claim Form on or prior to the Administrative Bar Date if you are:

(a) Any person or entity that holds an Administrative Claim that has been allowed by an order of the Bankruptcy Court entered on or before the Administrative Bar Date;

(b) Any person or entity that holds an Administrative Claim that has been paid in full;

(c) Any holder of an Administrative Claim which arises, accrues or otherwise becomes payable after the Administrative Bar Date;

(d) Any person or entity that has already properly filed an Administrative Claim against any of the Debtors with the Clerk of the Bankruptcy Court for the Southern District of New York or GCG, the Debtors' claims agent, in a form that is substantially similar to the Administrative Claim Form;

Administrative Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before November 6, 2013.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

11 U.S.C. § 503 defines administrative expense claims, in part, as all "necessary costs and expenses" of preserving the debtor's estate, including wages, salaries and commissions (and any taxes withheld from such wages, salaries or commissions). If you supplied goods or services to the Debtor during the period of May 29, 2013 through November 6, 2013, and have not been paid for those goods or services, then you may have an administrative claim. If you provided goods or services before May 29, 2013, then you do not have an administrative claim for those goods or services. Please consult your legal advisor if you have any uncertainty as to whether your proposed claim may constitute an administrative claim. The preceding explanation is intended to provide guidance, not to serve as legal advice.

For avoidance of doubt, claims do not include section 503(b)(9) Claims which were subject to the General Bar Date established pursuant to an Order of the Bankruptcy Court entered on July 25, 2013 [Docket No. 194]. For purposes of the Administrative Bar Date Order and as used in this Notice, the term "section 503(b)(9) Claim" means the value of any goods received by the Debtors within twenty (20) days prior to the Petition Date (May 29, 2013), which goods were sold to the Debtors in the ordinary course of their business.

WHAT TO FILE

If you file an Administrative Claim it must conform substantially to the claim form provided with this Notice ("**Administrative Claim Form**"). The Debtors are enclosing an Administrative Claim Form for use in these cases. Any holder of an Administrative Claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor and all holders of claims must identify on their proof of claim the specific Debtor against which their claim is asserted and the case number of that Debtor's bankruptcy case. A list of the names of the Debtors and their case numbers is set forth above. Additional proofs of claim forms may be obtained from the Debtors' website at www.gcginc.com/cases/soundshore or by calling 866-300-1288.

All proof of claim forms must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. They must be written in the English language and be denominated in lawful United States currency. All requests for allowance and payment of administrative claims must include all documents establishing the alleged claimant's right to such administrative claim and all corresponding documents proving the administrative nature of the claim (if voluminous, attach a summary).

BARRED, ESTOPPED AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS, THEIR ESTATES OR THEIR PROPERTY, AND THE DEBTORS' ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM, AND THE POTENTIAL CLAIMANT SHALL NOT BE PERMITTED TO PARTICIPATE IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM OR TO RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

A HOLDER OF A POSSIBLE ADMINISTRATIVE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF ADMINISTRATIVE CLAIM.

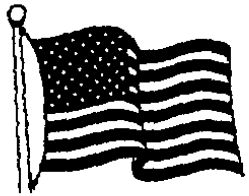
Dated: Great Neck, New York
December 18, 2013

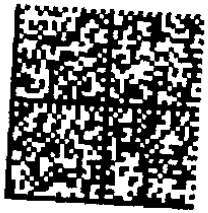
BY ORDER OF THE COURT

GARFUNKEL WILD, P.C.
Counsel to the Debtors
111 Great Neck Road
Great Neck, New York 11021
(516) 393-2200

13-22840-rdd Doc 1135-19 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 17) Pg 33 of 43

PHARMCO
PRODUCTS INC
58 Vale Rd, Brookfield CT 06804-3967 USA
www.pharmcoaaper.com





UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0008002033
$ 01.12⁰
JAN07 2014
MAILED FROM ZIP CODE 06804

Sound Shore Medical of Westchester, et al
c/o GCG Inc.
P O Box 9982
Dublin, Ohio 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ Sound Shore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Premco, Inc

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 10 2014

Name and Addresses Where Notices Should be Sent
P.O. Box 266
New Rochelle N.Y. 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known). _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify. _____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN). Work Performed on Pumps, Motors, Gearboxes

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 90,540.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: H. Jacobs
Title: President
Company: Premco, Inc
Address and telephone number (if different from notice address above):

⊗ _____ (Signature) 12/24/2013 (Date)

Telephone number: 914-636-7095 email: HJacobs@PremcoINC.NET

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND**. United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01139
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

INVOICE

Invoice Number: 8394
Invoice Date: Jul 19, 2012
Page: 1

Voice: (914) 636-7095
Fax: (914) 636-8852

Bill To:

MT Vernon Hospital
Mr. J. Pajuelo
12 North 7th Avenue
Mount Vernon, NY 10550

Ship to:

Customer ID	Customer PO	Payment Terms	
MT VER		Net 10 Days	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
3693	Best Way		7/29/12

Quantity	Description	Unit Price	Amount
1.00	Remanufacture pump to OEM specifications,to include replacement of bearings and rejuvinate windings.Machine shopwork on end brackets and shaft.		
1.00	Dynamically balance unit.	1,980.00	1,980.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

Check/Credit Memo No:

Subtotal	1,980.00
Sales Tax	
Freight	
Total Invoice Amount	1,980.00
Payment/Credit Applied	
TOTAL	**1,980.00**

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

INVOICE

Invoice Number: 8393
Invoice Date: Jul 19, 2012
Page: 1

Voice: (914) 636-7095
Fax: (914) 636-8852

Bill To:

MT Vernon Hospital
Mr. J. Pajuelo
12 North 7th Avenue
Mount Vernon, NY 10550

Ship to:

Customer ID	Customer PO	Payment Terms	
MT VER		Net 10 Days	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
3692	Best Way		7/29/12

Quantity	Description	Unit Price	Amount
1.00	REFURBISH PUMP TO INCLUDE NEW SEAL AND BEARING.	480.00	480.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

Check/Credit Memo No:

Subtotal	480.00
Sales Tax	
Freight	
Total Invoice Amount	480.00
Payment/Credit Applied	
TOTAL	**480.00**

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

Voice: (914) 636-7095
Fax: (914) 636-8852

INVOICE

Invoice Number: 8346
Invoice Date: May 3, 2012
Page: 1

Bill To:

MT Vernon Hospital
Mr. J. Pajuelo
12 North 7th Avenue
Mount Vernon, NY 10550

Ship to:

MT Vernon Hospital
6 North Ave
Mount Vernon, NY 10550

Customer ID	Customer PO	Payment Terms	
MT VER		Net 10 Days	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
3622	Best Way		5/13/12

Quantity	Description	Unit Price	Amount
1.00	AIR HANDLER UNIT- YORK AC-2 DYNAMICALLY BALANCE AND INSTALL NEW BEARIINGS.		
1.00	ALL NECESSARY LABOR AND MATERIALS		
1.00	REMOVE DEFECTIVE BEARINGS		
1.00	REMOVE AND REMANUFACTURE END CONES.		
1.00	REMOVE WHEELS AND RETURN TO SHOP OR CREATE ACCESS PANEL FOR BALANCING		
1.00	DYNAMICALLY BALANCE AND RE-ASSEMBLE		
1.00	INSTALL NEW BEARINGS		
1.00	REPLACE DRIVES, PULLEYS AND SHIMS IF NEEDED.		
1.00	CLEAN AND REINSTALL WHEELS	11,800.00	11,800.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

Check/Credit Memo No:

Subtotal	11,800.00
Sales Tax	
Freight	
Total Invoice Amount	11,800.00
Payment/Credit Applied	
TOTAL	**11,800.00**

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

INVOICE

Invoice Number: 8345
Invoice Date: May 3, 2012
Page: 1

Voice: (914) 636-7095
Fax: (914) 636-8852

Bill To:

MT Vernon Hospital
Mr. J. Pajuelo
12 North 7th Avenue
Mount Vernon, NY 10550

Ship to:

Customer ID	Customer PO	Payment Terms	
MT VER		Net 10 Days	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
3621	Best Way		5/13/12

Quantity	Description	Unit Price	Amount
1.00	AIR HANDLER UNITS- YORK AC-1 DYNAMICALLY BALANCE AND INSTALL NEW BEARINGS.		
1.00	ALL NECESSARY LABOR AND MATERIAL TO REMOVE DEFECTIVE BEARINGS		
1.00	REMOVE AND REMANUFACTURE END CONES.		
1.00	REMOVE WHEELS RETURN TO SHOP OR CREATE ACCESS PANEL FOR BALANCING.		
1.00	DYNAMICALLY BALANCE AND RE-ASSEMBLE.		
1.00	INSTALL NEW BEARINGS		
1.00	REPLACE PULLEYS,DRIVES AND SHIMS IN NEEDED.		
1.00	CLEAN AND RE-INSTALL WHEELS	9,800.00	9,800.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

Check/Credit Memo No:

Subtotal	9,800.00
Sales Tax	
Freight	
Total Invoice Amount	9,800.00
Payment/Credit Applied	
TOTAL	**9,800.00**

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

Voice: (914) 636-7095
Fax: (914) 636-8852

INVOICE

Invoice Number: 8429
Invoice Date: Jul 16, 2012
Page: 1

Bill To:

MT VERNON HOSPITAL
MR.Dan Deighan
12 North 7th ave
MT Vernon, NY 10550

Ship to:

MT VERNON HOSPITAL
MR.Dan Deighan
12 North 7th ave
MT Vernon, NY 10550

Customer ID	Customer PO	Payment Terms	
MTVER		cash in advance	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
	Best Way		7/26/12

Quantity	Description	Unit Price	Amount
1.00	EMERGENCY REPAIR SERVICE ON A MARLEY NC8400 TOWER.		
1.00	CLEAN ENTIRE HOUSING .REMANUFACTURE TO INCLUDE NEW BEARINGS, OIL SEALS, O'RINGS, BUSHINGS, OIL, SHIMS, GASKETS AND MACHINE SHOP WORK.	10,000.00	10,000.00
1.00	SECOND UNIT STANDARD REPAIR SERVICE ON A NC 8400 COOLING TOWER SPEED REDUCER.		
1.00	REMANUFACTURE MARLEY NC8400 TO INCLUDE NEW BEARINGS, OIL SEALS, NEW O'RINGS,BUSHINGS, OIL, SHIMS, GASKETS AND MACHINE SHOP WORK.	5,000.00	5,000.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

Check/Credit Memo No:

Subtotal	15,000.00
Sales Tax	
Freight	
Total Invoice Amount	15,000.00
Payment/Credit Applied	
TOTAL	**15,000.00**

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

Voice: (914) 636-7095
Fax: (914) 636-8852

INVOICE

Invoice Number: 8430
Invoice Date: Sep 25, 2012
Page: 1

Bill To:

MT VERNON HOSPITAL
MR.Dan Deighan
12 North 7th ave
MT Vernon, NY 10550

Ship to:

MT VERNON HOSPITAL
MR.Dan Deighan
12 North 7th ave
MT Vernon, NY 10550

Customer ID	Customer PO	Payment Terms	
MTVER		PROFORMA INVOICE	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
	Best Way		10/5/12

Quantity	Description	Unit Price	Amount
1.00	RE: YORK AC 1 AIR HANDLER TO REPLACE OPPOSITE DRIVE END BEARING PEDISTAL, ALSO TO INCLUDE BEARINGS ON FAN AND MOTOR.		
1.00	PURSUANT TO OUR INSPECTION, WE WILL SUPPLY ALL NECESSARY LABOR AND MATERIAL TO REMOVE DEFECTIVE PEDISTAL AND BEARINGS. TO INCLUDE BUT NOT LIMITED TO.		
1.00	SET UP RIGGING, REMOVE DEFECTIVE PEDISTAL, REMOVE DEFECTIVE BEARINGS ALSO TO INCLUDE MOTOR AND FAN.		
1.00	INSTALL NEW PEDESTAL.(SUPPLIED BY OTHERS).INSTALL NEW BEARINGS, ALSO TO INCLUDE MOTOR AND FAN, INSTALL NEW SHEAVES.		
1.00	LASER ALIGN DRIVES AND TRIM BALANCE.		
1.00	TOTAL COST FOR BOTH LABOR AND MATERIAL, IF ANY ADDITIONAL WORK IS REQUIRED, WILL STOP AND NOTIFY BEFORE PROCEEDING.		
1.00	IF THIS QUOTATION IS ACCEPTABLE, PLEASE PROVIDE US WITH A PURCHASE ORDER TO PROCEED.	9,880.00	9,880.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

Check/Credit Memo No:

Subtotal	9,880.00
Sales Tax	
Freight	
Total Invoice Amount	9,880.00
Payment/Credit Applied	
TOTAL	**9,880.00**

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

INVOICE

Invoice Number: 8701
Invoice Date: Jul 19, 2013
Page: 1

Voice: (914) 636-7095
Fax: (914) 636-8852

Bill To:

SOUND SHORE MEDICAL CENTER
6 NORTH AVE
MOUNT VERNON, NY

Ship to:

SOUND SHORE MEDICAL CENTER
6 NORTH AVE
MOUNT VERNON, NY

Customer ID	Customer PO	Payment Terms	
SOUND		Net 10 Days	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
4093	Best Way		7/29/13

Quantity	Description	Unit Price	Amount
1.00	EMERGENCY MOTOR REPAIR- SIEMENS QUALITY INDUCTION MOTOR SERIAL # 25139LR286121	5,500.00	5,500.00
1.00	EMERGENCY REPAIR SERVICE ON A MARLEY NC8400 TOWER MODEL COOLING TOWER SPEED REDUCER GEARBOX	7,800.00	7,800.00
1.00	STANDARD REPAIR SERVICE ON A MARELY NC8400 COOLING TOWER SPEED REDUCER GEARBOX	7,500.00	7,500.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

Check/Credit Memo No:

Subtotal	20,800.00
Sales Tax	
Freight	
Total Invoice Amount	20,800.00
Payment/Credit Applied	
TOTAL	**20,800.00**

PREMCO Incorporated
P. O. Box 266
New Rochelle, NY 10802

Voice: (914) 636-7095
Fax: (914) 636-8852

INVOICE

Invoice Number: 8703
Invoice Date: Jul 19, 2013
Page: 1

Bill To:

SOUND SHORE MEDICAL CENTER
6 NORTH AVE
MOUNT VERNON, NY

Ship to:

SOUND SHORE MEDICAL CENTER
6 NORTH AVE
MOUNT VERNON, NY

Customer ID	Customer PO	Payment Terms	
SOUND		Net 10 Days	
Sales Order #	**Shipping Method**	**Ship Date**	**Due Date**
4093	Best Way		7/29/13

Quantity	Description	Unit Price	Amount
1.00	EMERGENCY MOTOR REPAIR- SIEMENS QUALITY INDUCTION MOTOR SERIAL # 25139LR286121	5,500.00	5,500.00
1.00	EMERGENCY REPAIR SERVICE ON A MARLEY NC8400 TOWER MODEL COOLING TOWER SPEED REDUCER GEARBOX	7,800.00	7,800.00
1.00	STANDARD REPAIR SERVICE ON A MARELY NC8400 COOLING TOWER SPEED REDUCER GEARBOX	7,500.00	7,500.00

Remit Payment To:

Premco, Inc.
P.O. Box 266
New Rochelle, NY 10802

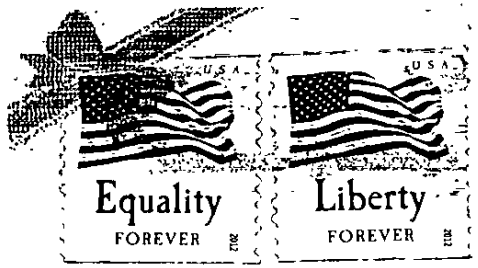
Check/Credit Memo No:

Subtotal	20,800.00
Sales Tax	
Freight	
Total Invoice Amount	20,800.00
Payment/Credit Applied	
TOTAL	**20,800.00**

13-22840-rdd Doc 1135-19 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 17) Pg 43 of 43

Ygemco, Inc
P.O. Box 266
New Rochelle. N.Y. 10802

WESTCHESTER NY 105
06 JAN 2014 PM 6 T



Sound Shore Medical Center
C/o GCG. Inc.
P. O. Box 9982
Dublin. OH 43017-5982

43017$5982

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☑ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Pro-Tek of NY

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. JAN 28 2014

Name and Addresses Where Notices Should be Sent:
RHK Recovery Group
1670 Old Country Road Suite 202
Plainview, NY 11803

Check here if this claim: ☑ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): 9
Dated: 6/12/13

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☑ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify)_____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN):

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 17,766.22 (Total)

5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Richard Klein
Title: Authorized Agent
Company: Pro-Tek of NY
Address and telephone number (if different from notice address above).

(Signature) 1/27/14 (Date)

Telephone number: 631-773-4450 email: richard@rhkrecovery-group.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01257
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

From: (631) 773-4450 Origin ID: ZMVA
Dawn Mandell

1670 Old Country Road
Suite 202
Plainview, NY 11803

J1410312270326

Ship Date: 27JAN14
ActWgt: 0.5 LB
CAD: 104875310/INET3490

Delivery Address Bar Code

Ref # Pro Tek of NY
Invoice #
PO #
Dept #

SHIP TO: (631) 773-4450 BILL SENDER
C/O GCG
Sound Shore Medical of Westchester
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

TUE - 28 JAN AA
STANDARD OVERNIGHT

TRK# 7977 3067 5811
0201

XX OSUA

43017
OH-US
LCK

522G1/05EC/F220

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Public Administrator of Westchester County
Administrator of the Estate of Perry Tucker

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 30 2014

Name and Addresses Where Notices Should be Sent:
Rice & Rice Attorneys at Law
270 North Avenue Suite 202
New Rochelle, New York 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☒ Other (Specify): Medical Malpractice, Negligent Care and Treatment and Conscious Pain and Suffering

2. DATE DEBT WAS INCURRED (IF KNOWN): May 2010

3. DESCRIPTION OF CLAIM (IF KNOWN):
Medical Malpractice, Negligent care and Treatment, and Conscious Pain and Suffering

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 1,000,000.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.
☐ I am the creditor. ☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: J. Roger Rice
Title: Partner
Company: Rice & Rice Attorneys at Law
Address and telephone number (if different from notice address above):

(Signature) (Date) 1/26/14

Telephone number: 914-633-9200 email: ricelaw@aol.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01305
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

NYSCEF - Westchester County Supreme Court

Confirmation Notice

This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

59576/2012

Documents Received

Doc #	Document Type	Motion #	Date Received
10	COMPLAINT		01/09/2013 03:13 PM

Filing User

Name:	**JORDAN RICE**		
Phone	**(914) 633-9200**	E-mail Address:	**jordan@NYRicelaw.com**
Fax #:		Work Address:	**270 NORTH AVE STE 202** **NEW ROCHELLE, NY 10801-5135**

E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 01/09/2013 03:13 PM:

BENVENUTO, THOMAS J - sbs-law@sbs-law.com

PHELAN, ROBIN B - robin@ppdlawfirm.com

RICE, JORDAN - jordan@NYRicelaw.com

TARTAGLIA, STANLEY JOSEPH - stanley@ppdlawfirm.com

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.

Sent from my iPhone. Please excuse any typos.

Begin forwarded message:

From: "9wesef@courts.state.ny.us" <9wesef@courts.state.ny.us>
Date: January 7, 2013, 2:21:10 PM EST
To: "sbs-law@sbs-law.com" <sbs-law@sbs-law.com>, "stanley@ppdlawfirm.com" <stanley@ppdlawfirm.com>, Jordan Rice <jordan@nyricelaw.com>, "robin@ppdlawfirm.com" <robin@ppdlawfirm.com>
Subject: NYSCEF: Westchester Confirmation - NOTICE OF MOTION 59576/2012 PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

Westchester County Supreme Court

Notification - 01/07/2013

This is an AUTOMATED response for Supreme Court / Court of Claims cases. The NYSCEF web site has received document(s) from the filing user, **THOMAS J BENVENUTO**, for case/claim number

59576/2012

E-mail Notifications Sent to:

BENVENUTO, THOMAS J - sbs-law@sbs-law.com
PHELAN, ROBIN B - robin@ppdlawfirm.com
RICE, JORDAN - jordan@NYRicelaw.com
TARTAGLIA, STANLEY JOSEPH - stanley@ppdlawfirm.com

Please retain this notification for your records.

Case Caption: PUBLIC ADMINISTRATOR OF WESTCHESTER

COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

Judge: NOT ASSIGNED

Doc #	Document Type	Description	Motion #	Received date/time
4	NOTICE OF MOTION	Motion		01/07/2013 02:21 PM
5	EXHIBIT(S)	Exhibit A		01/07/2013 02:21 PM
6	EXHIBIT(S)	Exhibit B		01/07/2013 02:21 PM
7	RJI -RE: NOTICE OF MOTION	RJI		01/07/2013 02:21 PM

Filing User Information

Filing User Name	THOMAS J BENVENUTO	**Work Address**	1800 northern blvd, roslyn, NY 11576
Phone Number	516-775-2236		
Fax Number	516-684-2321		
E-mail Service Address	sbs-law@sbs-law.com		

THIS E-MAIL IS INTENDED ONLY FOR THE USE OF THE NAMED ADDRESSEE(S) AND FOR THE PURPOSES OF THE ELECTRONIC FILING SYSTEM. IF YOU ARE NEITHER THE INTENDED RECIPIENT NOR A PERSON DESIGNATED TO RECEIVE MESSAGES ON BEHALF OF THE INTENDED RECIPIENT, PLEASE NOTIFY THE SENDER IMMEDIATELY. THANK YOU.

Sent from my iPhone. Please excuse any typos.

Begin forwarded message:

From: "9wesef@courts.state.ny.us" <9wesef@courts.state.ny.us>
Date: January 14, 2013, 4:32:40 PM EST
To: "sbs-law@sbs-law.com" <sbs-law@sbs-law.com>, "stanley@ppdlawfirm.com" <stanley@ppdlawfirm.com>, Jordan Rice <jordan@nyricelaw.com>, "robin@ppdlawfirm.com" <robin@ppdlawfirm.com>
Subject: NYSCEF: Westchester Confirmation - AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION 59576/2012 PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

Westchester County Supreme Court

Notification - 01/14/2013

This is an AUTOMATED response for Supreme Court / Court of Claims cases.
The NYSCEF web site has received document(s) from the filing user, **JORDAN RICE**, for case/claim number

59576/2012

E-mail Notifications Sent to:

BENVENUTO, THOMAS J - sbs-law@sbs-law.com
PHELAN, ROBIN B - robin@ppdlawfirm.com
RICE, JORDAN - jordan@NYRicelaw.com
TARTAGLIA, STANLEY JOSEPH - stanley@ppdlawfirm.com

Please retain this notification for your records.

Case Caption: PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

Judge: James W. Hubert

Doc #	Document Type	Description	Motion #	Received date/time
17	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation In Opposition	001	01/14/2013 04:32 PM
18	EXHIBIT(S)			01/14/2013 04:32 PM
19	AFFIRMATION/AFFIDAVIT OF SERVICE			01/14/2013 04:32 PM

Filing User Information

Filing User Name	JORDAN RICE	**Work Address**	270 NORTH AVE STE 202, NEW ROCHELLE, NY 10801-5135
Phone Number	(914) 633-9200		
Fax Number			
E-mail Service Address	jordan@NYRicelaw.com		

THIS E-MAIL IS INTENDED ONLY FOR THE USE OF THE NAMED ADDRESSEE(S) AND FOR THE PURPOSES OF THE ELECTRONIC FILING SYSTEM. IF YOU ARE NEITHER THE INTENDED RECIPIENT NOR A PERSON DESIGNATED TO RECEIVE MESSAGES ON BEHALF OF THE INTENDED RECIPIENT, PLEASE NOTIFY THE SENDER IMMEDIATELY. THANK YOU.

Sent from my iPhone. Please excuse any typos.

Begin forwarded message:

From: "9wesef@courts.state.ny.us" <9wesef@courts.state.ny.us>
Date: January 23, 2013, 2:43:05 PM EST
To: "sbs-law@sbs-law.com" <sbs-law@sbs-law.com>, "stanley@ppdlawfirm.com" <stanley@ppdlawfirm.com>, Jordan Rice <jordan@nyricelaw.com>, "robin@ppdlawfirm.com" <robin@ppdlawfirm.com>
Subject: NYSCEF: Westchester Confirmation - AFFIDAVIT OR AFFIRMATION IN REPLY 59576/2012 PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

Westchester County Supreme Court

Notification - 01/23/2013

This is an AUTOMATED response for Supreme Court / Court of Claims cases. The NYSCEF web site has received document(s) from the filing user, **STANLEY JOSEPH TARTAGLIA**, for case/claim number

59576/2012

E-mail Notifications Sent to:

BENVENUTO, THOMAS J - sbs-law@sbs-law.com
PHELAN, ROBIN B - robin@ppdlawfirm.com
RICE, JORDAN - jordan@NYRicelaw.com
TARTAGLIA, STANLEY JOSEPH - stanley@ppdlawfirm.com

Please retain this notification for your records.

Case Caption: **PUBLIC ADMINISTRATOR OF WESTCHESTER**

COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

Judge: James W. Hubert

Doc #	Document Type	Description	Motion #	Received date/time
20	AFFIDAVIT OR AFFIRMATION IN REPLY	Glen Island's Reply Affidavit	002	01/23/2013 02:43 PM
21	EXHIBIT(S)	Exhibit D		01/23/2013 02:43 PM
22	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service		01/23/2013 02:43 PM

Filing User Information

Filing User Name	STANLEY JOSEPH TARTAGLIA	**Work Address**	302 WASHINGTON AVENUE EXT, ALBANY, NY 12203
Phone Number			
Fax Number			
E-mail Service Address	stanley@ppdlawfirm.com		

THIS E-MAIL IS INTENDED ONLY FOR THE USE OF THE NAMED ADDRESSEE(S) AND FOR THE PURPOSES OF THE ELECTRONIC FILING SYSTEM. IF YOU ARE NEITHER THE INTENDED RECIPIENT NOR A PERSON DESIGNATED TO RECEIVE MESSAGES ON BEHALF OF THE INTENDED RECIPIENT, PLEASE NOTIFY THE SENDER IMMEDIATELY. THANK YOU.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X **Index No.: 59576/2012**

PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER,

VERIFIED COMPLAINT

Plaintiff,

-against-

GLEN ISLAND NURSING AND REHABILITATION CENTER and SOUND SHORE MEDICAL CENTER,

Defendants.

----------X

Plaintiff, complaining of the Defendants herein, by their attorneys RICE & RICE, ESQS., as and for his Verified Complaint, states and alleges as follows:

FIRST: That at all times hereinafter mentioned, the Plaintiff Public Administrator of Westchester County, is a Public entity duly existing in the County of Westchester, and State of New York.

SECOND: That at all times hereinafter mentioned, the Defendant GLEN ISLAND CENTER FOR NURSING AND REHABILITATION CENTER, is and at all times hereinafter mentioned a company, duly existing in the State of New York, and transacts and conducts business at 490 Pelham Road, New Rochelle, New York 10804.

THIRD: That at all times hereinafter mentioned, the Defendant SOUND SHORE MEDICAL CENTER, is and at all times hereinafter mentioned a company, duly existing in the State of New York, and transacts and conducts business at 16 Guion Place, New Rochelle, New York 10802, the site of the subject incident.

FOURTH: That the Public Administrator was duly appointed Administrator of the Estate of Perry Tucker on June 14, 2012.

FIFTH: That the above referenced letters of administration are active and have never

FIRST CAUSE OF ACTION:

WRONGFUL DEATH AGAINST DEFENDANT GLEN ISLAND NURSING CENTER AND REHABILITATION CENTTER

SIXTH: That on or about May 2010, the Plaintiff, PERRY TUCKER, was admitted to Defendant facility for rehabilitation after hip surgery.

SEVENTH: That upon information and belief, while in the care of Defendant's staff Perry Tucker developed several infections, which upon information and belief were not properly treated by Defendant Glen Island Nursing and Rehabilitation Center, staff.

EIGHTH: By reason of all the foregoing, Plaintiff PERRY TUCKER was caused conscious pain and suffering and subsequently died on June 17, 2010.

SECOND CAUSE OF ACTION:
NEGILIGENT CARE AND TREATMENT AND CONCIOUS PAIN AND SUFFERING BY THE STAFF OF DEFENDANT GLEN ISLAND NURSING AND REHABILIATION CENTER

TENTH: Plaintiff repeats, reiterates, and realleges paragraphs "ONE" through "EIGHTH" inclusive, with the same force and effect as if more fully and specifically set forth herein at length.

ELEVENTH: That on or about May 2010, the Plaintiff PERRY TUCKER was under the professional care of Defendant Glen Island Nursing and Rehabilitation Center and its staff.

TWELFTH: Upon information and belief the staff of Defendant Glen Island Nursing and Rehabilitation Center waivered from the usual and customary care, ultimately causing the Plaintiff PERRY TUCKER'S death on June 17, 2010.

THIRTEENTH: Upon information and belief, the Plaintiff PERRY TUCKER was not properly given the proper medical treatment necessary to sustain his life by the staff of Glen Island Nursing and Rehabilitation Center.

FOURTEENTH: That prior to his death, Plaintiff PERRY TUCKER was a physically healthy man.

FIFTEENTH: That at the time of his death, Plaintiff's intestate left his surviving family, kin and heirs at law for whose benefit this action is commenced.

SIXTEENTH: By reason of the foregoing, Plaintiff suffered damages in an amount in excess of the jurisdictional limits of all lower courts and in an amount to be determined at trial together with costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

THIRD CAUSE OF ACTION:
NEGILIGENT CARE AND TREATEMENT AND CONCIOUS PAIN AND SUFFERING BY THE STAFF OF DEFENDANT SOUND SHORE MEDICAL CENTER

SEVENTEENTH: Plaintiff repeats, reiterates, and realleges paragraphs "ONE" through "SIXTEENTH" inclusive, with the same force and effect as if more fully and specifically set forth herein at length.

EIGHTEENTH: That on or about May 2010, the Defendant SOUND SHORE's employees undertook and endeavored to, and did, advise and treat the deceased Perry Tucker plaintiff, as physicians and nurses.

NINETEENTH: That on or about May, 2010, the staff of Defendant SOUND SHORE MEDICAL CENTER negligently released the Plaintiff, PERRY TUCKER, from their care with an untreated infection. Said action was foreseeable and in furtherance of Defendant SOUND SHORE's purpose as such act was within reasonable contemplation of Defendant SOUND SHORE.

TWNETIETH: That Defendant SOUND SHORE had the ability to control and direct there staff on or about May 2010.

TWENTYFIRST : That Defendant SOUND SHORE's employees were acting within the scope of their employment and in furtherance of Defendant SOUND SHORE's purpose and that Defendant SOUND SHORE had some degree of control over the physicians and nurses, and other staff's actions.

TWENTYTHIRD: Plaintiff demands judgment for negligence and wrongful death against the Defendants GLEN ISLAND NURSING AND REHABILIATION CENTER and SOUND SHORE MEDICAL CENTER in a sum exceeding the jurisdictional limits of all the lower courts.

TWENTYFOURTH: By reason of the foregoing, the next of kin of the Decedent have been damaged in an amount in excess of the jurisdictional limits of all lower courts and in an amount to be determined at trial together with costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

WHEREFORE, the Plaintiff demands judgment against the Defendants in an amount to be determined upon the trial of this action, together with the costs and disbursements of this action.

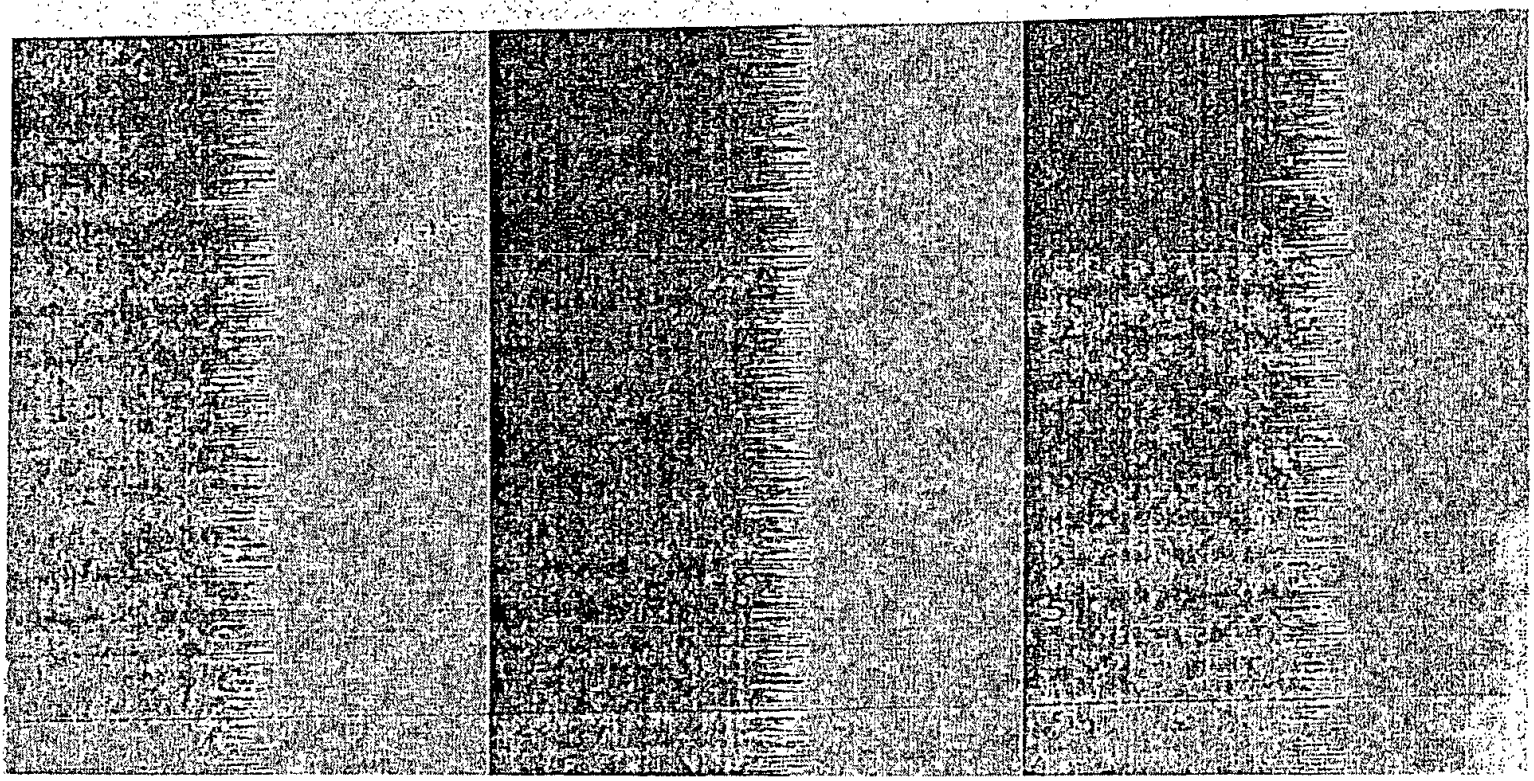
Dated: January 2, 2013
New Rochelle, New York

Yours, etc.
RICE & RICE, ESQS.

J. Roger Rice, Esq.
Attorneys for Plaintiff
270 North Ave., Suite 202
New Rochelle, NY 10801
(914) 633-9200

To: PHELAN, PHELAN & DANEK, LLP.
302 WASHINGTON AVENUE EXT.
Suite 3
Albany, New York 12203
Attorneys for Glen Island Nursing and Rehabilitation Center

Santangelo, Benevento & Slattery, Esq.
1800 Northern Blvd
Roslyn, New York 11576
Attorney for Defendants Sound Shore Medical Center



VERIFICATION

I, Marguerite Holmes, Public Administrator of Westchester County, being duly sworn deposes and says: I am the Plaintiff in the within action, have read the foregoing Verified Complaint, know the contents thereof, the same is true to my own knowledge, except to those matters said to be upon information and belief and as to those matters I believe them to be true.

Marguerite Holmes

PUBLIC ADMINISTRATOR
COUNTY OF WESTCHESTER

Sworn to me this 9th day
of January, 2013

Janice A. Dengler
Notary Public

JANICE A. DENGLER
Notary Public, State of New York
No. 01DE6145312
Qualified in Westchester County
Commission Expires May 1, 2014

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X **Index No.:** 59576/2012

PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER,

Plaintiff,

-against-

GLEN ISLAND NURSING AND REHABILITATION CENTER and SOUND SHORE MEDICAL CENTER,

Defendants.

----------X

VERIFIED COMPLAINT

ATTORNEYS FOR:
PLANTIFF

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: New Rochelle, N.Y.
January 9, 2013

*Signature*_____

J.ROGER RICE, ESQ.

RICE & RICE ATTORNEYS AT LAW
Attorney(s) for Plaintiff
270 North Avenue-Suite 202
New Rochelle, New York 10801
Tel. (914) 633-9200/Fax 914-633-9291

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X Index No.: 58576/2012

PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER,

Plaintiff(s),

SUBPOENA DUCES TECUM

-against-

GLEN ISLAND NURSING AND REHABILITATION CENTER and SOUND SHORE MEDICAL CENTER,

Defendant(s).

----------X

THE PEOPLE OF THE STATE OF NEW YORK

TO: **Glen Island Nursing and Rehabilitation Center**
490 Pelham Road
New Rochelle, NY 10804

GREETING:

WE COMMAND YOU, that all business and excuses being laid aside, you and each of you appear and attend before a Notary Public of the State of New York duly authorized to administer oaths, at the Law Office of Rice & Rice located at 270 North Avenue-Suite 202, New Rochelle, N.Y.10801 on the 30th day of July 2012 at 10:00 a.m. o'clock in the forenoon, and at any recessed or adjourned date to give testimony in this action on the part of the Plaintiff and bring with you the following documents:

1. Copies of all medical records for the deceased PERRY TUCKER.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

PERSONAL APPEARANCE IS NOT REQUIRED UPON PRODUCTION OF CERTIFIED RECORDS in hand on or before July 30, 2012 to the Law Office of Rice & Rice 270 North Avenue-Suite 208, New Rochelle, NY 10801

In witness thereof, Honorable Judge presiding, one of the justices of the said Court, at White Plains, New York, the 30th day of July 2012.

Dated: New Rochelle, NY
June 29, 2012

Law Office of Rice & Rice

By: _____

J. Roger Rice, Esq. Esq.
Attorneys for Plaintiff
The Public Administrtor of Westchester
270 North Avenue-Suite 202
New Rochelle, NY 10801
Tel. (914) 633-9200

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X Index No.: 58576/2012

PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER,

Plaintiff(s),

SUBPOENA DUCES TECUM

-against-

GLEN ISLAND NURSING AND REHABILITATION CENTER and SOUND SHORE MEDICAL CENTER,

Defendant(s).

----------X

THE PEOPLE OF THE STATE OF NEW YORK

TO: **Sound Shore Medical Center**
16 Guion Place
New Rochelle, NY 10801

GREETING:

WE COMMAND YOU, that all business and excuses being laid aside, you and each of you appear and attend before a Notary Public of the State of New York duly authorized to administer oaths, at the Law Office of Rice & Rice located at 270 North Avenue-Suite 202, New Rochelle, N.Y.10801 on the 30th day of July 2012 at 10:00 a.m. o'clock in the forenoon, and at any recessed or adjourned date to give testimony in this action on the part of the Plaintiff and bring with you the following documents:

1. Copies of all medical records for the deceased PERRY TUCKER.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

PERSONAL APPEARANCE IS NOT REQUIRED UPON PRODUCTION OF CERTIFIED RECORDS in hand on or before July 30, 2012 to the Law Office of Rice & Rice 270 North Avenue-Suite 208, New Rochelle, NY 10801

In witness thereof, Honorable Judge presiding, one of the justices of the said Court, at White Plains, New York, the 30th day of July 2012.

Dated: New Rochelle, NY
June 29, 2012

Law Office of Rice & Rice

By: _____

J. Roger Rice, Esq. Esq.
Attorneys for Plaintiff
The Public Administrtor of Westchester
270 North Avenue-Suite 202
New Rochelle, NY 10801
Tel. (914) 633-9200

NYSCEF - Westchester County Supreme Court

Confirmation Notice

This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

PUBLIC ADMINISTRATOR OF WESTCHESTER COUNTY AS ADMINISTRATOR OF THE ESTATE OF PERRY TUCKER - v. - GLEN ISLAND NURSING AND REHABILITATION CENTER et al

59576/2012

Documents Received

Doc #	Document Type	Motion #	Date Received
10	COMPLAINT		01/09/2013 03:13 PM

Filing User

Name: JORDAN RICE
Phone: (914) 633-9200
Fax #:
E-mail Address: Jordan@NYRicelaw.com
Work Address: 270 NORTH AVE STE 202
NEW ROCHELLE, NY 10801-5135

E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 01/09/2013 03:13 PM:

BENVENUTO, THOMAS J - sbs-law@sbs-law.com
PHELAN, ROBIN B - robin@ppdlawfirm.com
RICE, JORDAN - Jordan@NYRicelaw.com
TARTAGLIA, STANLEY JOSEPH - stanley@ppdlawfirm.com

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.

TY
S
IN THE
NAL
TION
ED.
5 x 9.5
06
Filed 06/29/15 Entered 06/29/15 14:20:27 Claims
Doc 135-20 (Part 18) Pg 23 of 40
13-22880-rdd

UNITED STATES POSTAL SERVICE

U.S. POSTAGE
PAID
NEW ROCHELLE, NY
10801
JAN 29, 14
AMOUNT
$19.99
00061112-11

1007

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (914) 633-9200

Rice & Rice Attorneys at Law
270 North Avenue Suite 202
New Rochelle, New York 10801

EK 039036108 US

UNITED STATES POSTAL SERVICE®

PRIORITY ★ MAIL ★ EXPRESS™

Post Office To Addressee

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct No.	Federal Agency Acct. No. or Postal Service™ Acct. No.

DELIVERY OPTIONS (Customer Use Only)

☐ **SIGNATURE REQUIRED**

Note The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery

Delivery Options

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ( )

Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A,
Dublin, OH 43017

ZIP + 4® (U.S. ADDRESSES ONLY)

- **For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.**
- **$100.00 insurance included.**

ORIGIN (POSTAL SERVICE USE ONLY)

☒ 1-Day ☐ 2-Day ☐ Military ☐ DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage
10802	01/31/14	$ 19.99

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
01/29/14	☐ AM ☒ PM 3pm	$	$

Time Accepted		Return Receipt Fee
450	☐ AM ☒ PM ☐ Loss Guarantee Only	$

Weight	☐ Flat Rate	Total Postage & Fees
lbs. ozs	☐ Live Shipment ☐ Sunday/Holiday Premium	$ 19.99 Acceptance Employee Initials

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	

LABEL 11-B, JULY 2013 PSN 7690-02-000-9996 **1-ORIGIN POST OFFICE COPY**

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.

ORDER FREE SUPPLIES ONLINE
UNITED STATES POSTAL SERVICE.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
QUALITY LINE Enterprises

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent.
Quality Line Enterprises
1424 4th St # 219
SANTA MONICA CA 90401

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 4-14-12

3. DESCRIPTION OF CLAIM (IF KNOWN): OCCUPATION SAFETY TRAINING

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 1158.- (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7 TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: BARBARA GARRETT
Title: President
Company: Quality Line Enterprises
Address and telephone number (if different from notice address above).

(Signature) _____ (Date) 12/23/13

Telephone number: 310 451 5594 email: onesuccess@verizon.net

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND**: United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01099
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

QualityLine Enterprises, Inc.
1424 4th St. Ste. 800
Santa Monica, CA. 90401
(310) 451-5894
(800) 356-0986 Toll Free
(310) 451-5039 Fax
EIN 900268238

DATE 4/14/12

INVOICE # 616 ✓

SOLD TO

Mt. Vernon Hospital
12 No. 7th Ave
Mt. Vernon, NY 10550
914-664-8000,
Attn; Cathy Hoban,Staff Dev. (3rd Floor)

SHIP TO

same
Attn; Susan Kurian,Staff Dev(3rd FL)

Ext.6486

PLEASE PAY ON RECEIPT LATE PAYMENTS WILL BE CHARGED 1.5% PER MONTH OVERDUE

DATE SHIPPED	SHIPPED VIA	TERMS	CUSTOMER'S ORDER NO
3/30/12	UPS	NET 15	verbal

QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	AMOUNT
2	2	Hospital Violence DVD 377Plus FREE QUIZ	292.00	584.00
2	2	Back Talk DVD 669X8 Plus FREE QUIZ	282.00	564.00
		freight		8.00
		Thank you !		
		Total		1,158.00
		YOUR PROMPT ATTENTION TO THIS INVOICE WOULD BE GREATLY APPRECIATED		

INVOICE

REFUND POLICY: All refunds subject to restock and rental fee.

COPYRIGHT: All video cassettes are protected by international copyright law. No cassette may be used for commercial purposes, altered, videotaped or duplicated in any way without prior written agreement from QualityLine

13-22840-rdd Doc 1135-20 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 18) Pg 26 of 40

QUALITY LINE ENTERPRISES
1424 4TH ST. STE #800219
SANTA MONICA, CA 90401

LOS ANGELES CA 900

24 DEC 2013 PM 9 L



Sound SHore Med Center
c/o GCG,Inc
PO Box 9982
Dublin OH 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840
☐ The Mount Vernon Hospital, Inc.	13-22841
☑ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Name of Creditor (the person or other entity to whom the Debtor owes money or property): RELIABLE HEALTH SYSTEM

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:

RELIABLE HEALTH SYSTEM
2610 NOSTRAND AVE
BROOKLYN, NY 11210-4601

09-16-13 P02:36 IN

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above):

FILED - 00831
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Telephone number:

Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Your Claim is Scheduled As Follows:

THE GARDEN CITY GROUP
SEP 16 2013

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed (May 29, 2013): $ 6868.60

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Software
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: 0 1 2 2

3a. Debtor may have scheduled account as: _____ (See instruction #3a)

3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $ _____

Annual Interest Rate _____ **%** ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Basis for perfection: _____

Amount of Secured Claim: $ _____

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $ _____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 3434.—

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☑ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Terry Solomon

Title: VP

Company: Reliable Health Systems LLC

(Signature) 8/26/13 (Date)

Address and telephone number (if different from notice address above):

Telephone number: 718 338-2400 email: TSolomon@Reliable Health.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A □SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

Reliable Health Systems, LLC
2610 Nostrand Avenue
Brooklyn, New York 11210
(718) 338-2400, Fax: (718) 338-2741

INVOICE 1305010122

DATE 05/01/2013

ACCOUNT NO. 10122

SOUND SHORE MED CTR
ATT:JEFF SCHANZER
16 GUION PLACE
NEW ROCHELLE, NY 10802

DESCRIPTION		RECEIPTS	CHARGES
CHARTS MAINTENANCE	05/01/13 - 05/31/13		3,339.00
VISUAL LEASE	05/01/13 - 05/31/13		95.00
			3,434.00
NET BALANCE DUE			3,434.00
PLEASE REMIT ▷			

PLEASE RETURN THIS STUB WITH YOUR REMITTANCE

ACCOUNT:SOUND SHORE MED CTR

INVOICE NO. 1305010122

DATE 05/01/2013

ACCOUNT NO. 10122

AMOUNT $
ENCLOSED

RELIABLE HEALTH SYSTEMS, LLC
2610 NOSTRAND AVENUE
BROOKLYN, NEW YORK 11210

BILLRHSL

Reliable Health Systems, LLC
2610 Nostrand Avenue
Brooklyn, New York 11210
(718) 338-2400, Fax: (718) 338-2741

INVOICE 1304010122

DATE 04/01/2013

ACCOUNT NO. 10122

SOUND SHORE MED CTR
ATT:JEFF SCHANZER
16 GUION PLACE
NEW ROCHELLE, NY 10802

DESCRIPTION		RECEIPTS	CHARGES
CHARTS MAINTENANCE	04/01/13 - 04/30/13		3,339.00
VISUAL LEASE	04/01/13 - 04/30/13		95.00
			3,434.00
		NET BALANCE DUE PLEASE REMIT ▷	3,434.00

PLEASE RETURN THIS STUB WITH YOUR REMITTANCE

ACCOUNT:SOUND SHORE MED CTR

INVOICE NO. 1304010122

DATE 04/01/2013

ACCOUNT NO. 10122

AMOUNT $
ENCLOSED

RELIABLE HEALTH SYSTEMS, LLC
2610 NOSTRAND AVENUE
BROOKLYN, NEW YORK 11210

BILLRHSL



JERRY SOLOMON
7183282400
RELIABLE HEALTH SYSTEMS
2810 NOSTRAND AVE
BROOKLYN NY 11210

1 LBS

1 OF 1

SHIP TO: C/O GCG. INC
SOUND SHORE MED CTR OF WESTCHESTER, et al
5151 BLAZER PARKWAY, SUITE A
DUBLIN OH 43017-9306

OH 432 9-30

UPS GROUND
TRACKING #: 1Z 135 65 1 03 437 6 6795

MBKM3
S MBL
42C-6000

BILLING: P/P

WS 16 0 31

42 0A 07/2013

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
JEAN M. RYAN

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 15 2014

Name and Addresses Where Notices Should be Sent:
JEAN M. RYAN
1221 California Rd.
Eastchester, NY 10709

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ ~~Wages (Dates)~~ Pension Benefit 15,649.20
☐ Money loaned ☐ Taxes ☑ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): Retiree Health 11,426.00
Retiree Life Ins. 12,500.00

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN):

FILED - 01172
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 39,575.20 *(Total)*

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6 SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests Do not send original documents. If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: JEAN M. RYAN
Title: Retiree
Company. _____
Address and telephone number (if different from notice address above):
_____
_____
_____
Telephone number: 914-961-7543

Jean M. Ryan (Signature)

1/10/2014 (Date)

email: jeanryan@yahoo.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

Jean Ryan

To whom it may concern.

Please note - I filed this form previously with GCG, Inc in September 2013. Please don't duplicate.

Thank you,
Jean M. Ryan



13-22840-rdd Doc 1135-20 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 18) Pg 35 of 40

1221 California Rd
Eastchester NY 10709

WESTCHESTER NY 325
11 JAN 2014 PM 3 L



Sound Shore Medical of Westchester, et al.
C/o GCG, Inc.
PO Box 9982
Dublin, Ohio 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☒ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Sojourner Salinas

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

Name and Addresses Where Notices Should be Sent:
Grace & Grace
360 Underhill Av.
Yorktown Heights N.Y. 10598
(914) 962 6100

Check here if this claim. ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated. _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
Westchester County Supreme Ct Index # 59324/11

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☒ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): June 12, 2009

3. DESCRIPTION OF CLAIM (IF KNOWN): Negligently performed biopsy left breast

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 500,000.00 = (Total) Medical Malpractice claim

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box

☐ I am the creditor. ☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: William Grace
Title: Grace Grace Partner
Company. _____
Address and telephone number (if different from notice address above).
360 Underhill Ave
Yorktown Heights NY 10598
Telephone number: 914 962 6100

(Signature) _____ (Date) Jan 21, 2014

email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND**: United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01226
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

THE GARDEN CITY GROUP, INC. JAN 24 2014

13-22840-rdd Doc 1135-20 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 18) Pg 37 of 40

LAW OFFICES OF GRACE & GRACE
THE GRACE BUILDING
360 UNDERHILL AVENUE
YORKTOWN HEIGHTS, NEW YORK 10598-4517

Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway Suite A
Dublin OH 43017

TO SEAL

PRESS FIRMLY TO SEAL

UNITED STATES POSTAL SERVICE

1007

PAID
YORKTOWN HEIGHT.NY
10598
JAN 21, '14
AMOUNT

$19.95
00078055-05

Claims

Entered 06/29/15 14:27:40 Filed 06/29/15 (Part 18). Pg 38 of 40

Doc 1135-20

13-22840-rdd

PRESS HARD. YOU ARE MAKING 3 COPIES.

EI 733563935 US

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Mailing Label
Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code: 10598	Day of Delivery: ☒ Next ☐ 2nd ☐ 2nd Del. Day	Postage: $ 19.96
Date Accepted: Mo. 1 Day 21 Year 14	Scheduled Date of Delivery: Month 1 Day 22	Return Receipt Fee: $
Time Accepted: 12:18 ☐ AM ☒ PM	Scheduled Time of Delivery: ☒ Noon ☐ 3 PM	COD Fee: $ / Insurance Fee: $
Flat Rate ☐ or Weight: lbs. 1 6 ozs.	Military: ☐ 2nd Day ☐ 3rd Day	Total Postage & Fees: $ 19.96
	Int'l Alpha Country Code	Acceptance Emp. Initials

DELIVERY (POSTAL USE ONLY)

Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Date Mo. Day	Time ☐ AM ☐ PM	Employee Signature

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No.

Federal Agency Acct. No. or Postal Service Acct. No.

☒ WAIVER OF SIGNATURE *(Domestic Mail Only)*
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

☐ NO DELIVERY ☐ Weekend ☐ Holiday

Mailer Signature

FROM: (PLEASE PRINT) PHONE ( )
GRACE & GRACE
360 Underhill AV
Yorktown Heights NY
10598

TO: (PLEASE PRINT) PHONE ( )
SOUND SHORE MEDL CTR
c/o GCG, Inc
5151 Blazer Parkway Suite A
Dublin OH 43017

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)
4 3 0 1 7 + _ _ _ _

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

EMS

VISIT US AT USPS.COM®

UNITED STATES POSTAL SERVICE

UNITED STATE

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor (The person or entity to whom the debtor owes money or property)
Salveo Healthcare Solutions Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 31 2014

Name and Addresses Where Notices Should be Sent:
c/o Paul W. Meyer, Jr., Esq.
35 East Grassy Sprain Road
Yonkers, New York 10710

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN): labor supplied

FILED - 01332
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 24,919.82 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Helen Poppas
Title: President
Company: Salveo Healthcare Solutions Inc.
Address and telephone number (if different from notice address above):
157 Fisher Avenue
Eastchester, New York 10709
Telephone number: 914-222-9069

(Signature) 1/29/14 (Date)
email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

Case 7:20-cv-02840-rdd Document 1-20 Filed 03/30/20 Page 40 of 40 (Part 18) PageID #: 1014

UPS Next Day Air®
UPS Worldwide Express®

Shipping Document

WEIGHT*	LTR	PAK	WEIGHT	DIMENSIONAL WEIGHT If Applicable	LARGE PACKAGE	SHIPPER RELEASE
	X					

☐ EXPRESS (INT'L)

☐ DOCUMENTS ONLY

☐

The shipper authorizes UPS to act as forwarding agent for export control and customs purposes.
The shipper certifies that these commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

SATURDAY DELIVERY

1Z V86 230 22 1002 0678

EXPORT · EXPORT

SHIPMENT FROM

UPS ACCOUNT NO. **V86230**

REFERENCE NUMBER

TELEPHONE
914-961-3000

PAUL W MEYER JR ESQ

35 E. GRASSY SPRAIN RD SUITE 508

YONKERS **NY 10710-4610**

DELIVERY TO

TELEPHONE

Sound Shore of Westchester, et al

c/o GCG, 5151 Blazer Parkway, Suite

Dublin, OH 43017

Residential

UPS Next Day Air® **1**

1Z V86 230 22 1002 0678

DELIVERY

1Z V86 230 22 1002 0678

TRACKING NUMBER

DATE OF SHIPMENT
1/30/19

SHIPMENT ID NUMBER V862 3078 3G4

0101911202609 1/10 S

United Parcel Service, Louisville, KY

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
SOUND SHORE MEDICAL

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC JAN 21 2014

Name and Addresses Where Notices Should be Sent:
SCANLAN INTERNATIONAL, INC.
ONE SCANLAN PLAZA
ST. PAUL, MN 55107

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
91260

1. BASIS FOR CLAIM:
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 7/30/13

3. DESCRIPTION OF CLAIM (IF KNOWN):
GOODS SOLD - INVOICE 457000

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 3,720.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: NOU LO-XIONG
Title: CREDIT MANAGER ASSISTANT
Company: SCANLAN INTERNATIONAL, INC.
Address and telephone number (if different from notice address above):

_____

_____

_____

Telephone number: _____ email: _____

(Signature) 1/14/13 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01193
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

INVOICE No.: 457000

SCANLAN ★ INTERNATIONAL

Invoice Date: 5/01/13

ONE SCANLAN PLAZA * ST PAUL,MINNESOTA 55107-1681 * USA
TELEPHONE 651-298-0997
WATS 800-328-9458 FAX 651-298-0018
www.scanlangroup.com

Sold To: SOUND SHORE MEDICAL
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802

Ship To: SOUND SHORE MEDICAL
16 GUION PLACE
NEW ROCHELLE NY 10802

Customer.... : 91260-000
Cust. P.O. ..: NR176742
Shipped Via..: FEDEX STON 3PTY 183806629
Special Info.: 05/01/13 DR

Terms .....: Net 90 days
Salesrep ....: 21
Entry Date ..: 5/01/13
Our Order No.: 0ZJSJ

Qty Ord	Qty Shp	Qty B/O	Item Number	Description	Unit Price	Amount
6	6	0	7007-211SC		620.00	3720.00
				SCANLAN SUPER CUT STEVENS TENOTOMY SCISSORS CURVED 7" 18 CM		
				FREIGHT CHARGE		.00

A SERVICE CHARGE WILL BE ASSESSED ON ALL PAST DUE ACCOUNTS
ALL ITEMS REMAIN THE PROPERTY OF SCANLAN INTERNATIONAL UNTIL FULL PAYMENT IS RECEIVED

FRMCS0003S Rev C

$3,720.00

Thank You!

13-22840-rdd Doc 1135-21 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 19) Pg 3 of 28

SCANLAN ★ INTERN

Surgical products designed and manufactured by the Scan

7003 1010 0002 0726 7831

U.S. POSTAGE PITNEY BOWES

ZIP 55107 $ 006.11⁰
02 1W
0001379333 JAN 15. 2014

SOUND SHORE MEDICAL OF WESTCHESTER
C/O GCG, INC.
P.O. BOX 9982
DUBLIN, OH 43017-5982

43017$5982

One Scanlan Plaza •Saint Paul, Minnesota 55107 U.S.A.
800-328-9458 • 651-298-0997 • FAX 651-298-0018
www.scanlaninternational.com

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☑ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
MARK SCHER, MD

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 30 2014

Name and Addresses Where Notices Should be Sent
40 BYRON PLACE
SCARSDALE, NEW YORK 10583

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☑ Other(Specify): Biannual dues

2. DATE DEBT WAS INCURRED (IF KNOWN): 1/1/2013

3. DESCRIPTION OF CLAIM (IF KNOWN): Biannual Dues

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 200.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARK SCHER, MD
Title: _____
Company: _____
Address and telephone number (if different from notice address above):
_____
_____
_____
Telephone number: 718 519-2080

Mark Scher MD (Signature) 1/24/14 (Date)

email: _____

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

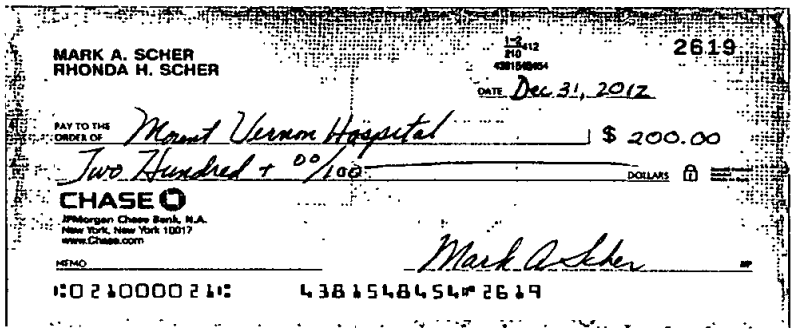
PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED

FILED - 01309
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Chase Online

CHASE BETTER BANKING (...8454)

Check Number: 2619 **Post Date:** 01/07/2013 **Amount of Check:** $200.00


MARK A. SCHER
RHONDA H. SCHER

2619

DATE Dec 31, 2012

PAY TO THE ORDER OF Mount Vernon Hospital $ 200.00

Two Hundred + 00/100 DOLLARS

CHASE

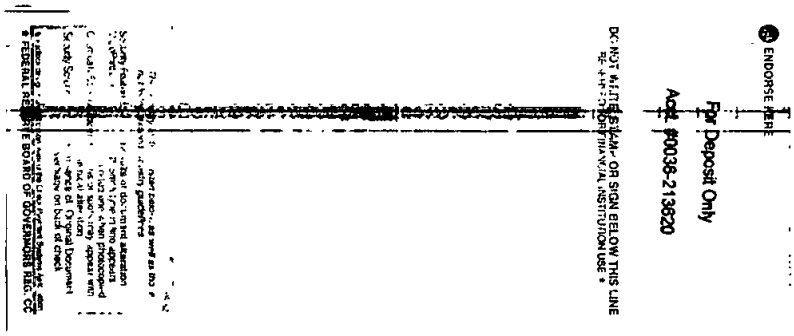
JPMorgan Chase Bank, N.A.
New York, New York 10017
www.Chase.com

MEMO

Mark A Scher

⑆021000021⑆ 438154845⑆ 2619

Need help printing or saving this check?


ENDORSE HERE

For Deposit Only

Acct #0038-213820

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Need help printing or saving this check?

© 2014 JPMorgan Chase & Co.

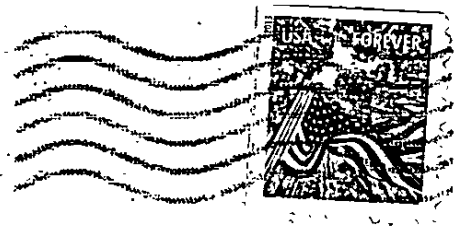
13-22840-rdd Doc 1135-21 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 19) Pg 6 of 28

RHONDA H. SCHER
40 BYRON PLACE
SCARSDALE, NY 10583

40 BYRON PLACE
SCARSDALE, NY 10583

WESTCHESTER NY 105

27 JAN 2014 PM 4 L



Sound Shore Medical of Westchester, et al
c/o GCG, Inc
P.O. Box 9982
Dublin, Ohio 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	PROOF OF CLAIM

Name of Debtor (Check Only One): — **Case No.**

- ☐ Sound Shore Medical Center of Westchester — 13-22840
- ☐ The Mount Vernon Hospital, Inc. — 13-22841
- ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center — 13-22842
- ☐ The M.V.H. Corporation — 13-22843
- ☐ Sound Shore Health System, Inc. — 13-22844
- ☐ NRHMC Services Corporation — 13-22845
- ☐ New Rochelle Sound Shore Housing, LLC — 13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:

Sound Shore Medical Center of Westchester

Unsecured: $775.00

THE GARDEN CITY GROUP SEP - 9 2013

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): SHORELINE PUBLISHING INC

Name and address where notices should be sent:

SHORELINE PUBLISHING INC
629 FIFTH AVE
PELHAM, NY 10803

FILED - 08480
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Telephone number:
Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:
Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed (May 29, 2013): $ 775-

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Newspaper ADVERTISING
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: ____ ____ ____ ____

3a. Debtor may have scheduled account as: _____ (See instruction #3a)

3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $_____

Annual Interest Rate _____ **%** ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

- ☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).
- ☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).
- ☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).
- ☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).
- ☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
- ☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $_____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 775-

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: EDWARD Shapiro (Signature) 9.5.13 (Date)

Title: President

Company: Shoreline Publishing INC

Address and telephone number (if different from notice address above):

_____

_____

_____

Telephone number: 914-500-5456 email: ES@Shorelinepub.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

Sound Shore
MEDICAL CENTER OF WESTCHESTER

Care. For Life.



Leading-Edge Solutions

Joint replacement and advanced orthopedics.

Sound Shore Medical Center is at the forefront of medical advances by introducing break-through technology, offering leading-edge medical procedures, expanding its Centers of Excellence and continuously providing the highest level of *Care. For Life.*

Commitment to advanced medical care is why Sound Shore was the first medical center in Westchester to offer a premier patient suite for advanced orthopedic surgery—lead by the area's most progressive medical team.

Steven Zelicof, MD, Director
Joint. Solutions.
Advanced Orthopedic Institute

Joint Solutions is Sound Shore Medical Center's latest innovative program. We believe the best outcomes happen when you are a key member of the team. Working with the joint replacement staff, a comprehensive course of treatment is planned that involves you in every step of the program—to promote a successful recovery. Find out more at **ssmc.org/JointSolutionsProgram.**

www.ssmc.org

westchester county

ABOUT WESTCHESTER COUNTY

Westchester County, with a population nearing one million residents, is the 450-square-mile county north of New York City. Its geographical setting is a favorable one, with the Long Island Sound on the southeast and the Hudson River on the west. Within the county's borders, the terrain is largely rolling hills, intersected by the Croton, Bronx and Saw Mill Rivers.

The County has retained much of its rural character, while adopting the urban and suburban lifestyles dictated by its proximity to New York City.

From Yonkers to Yorktown, Peekskill to Pelham, learn about this thriving county and its history, culture, geography and population trends by visiting www.westchestergov.com.

Cancer Support Team
875 Mamaroneck Avenue, Suite 204, Mamaroneck
914-777-2777
www.cancersupportteam.org
For over 30 years, thousands of individuals and families in Westchester have counted on Cancer Support Team. Cancer Support Team (CST) is a unique, non-profit home care organization that provides professional nursing, social work, and other supportive services, free of charge, to cancer patients and their families living in lower Westchester County.

Anyone with a primary diagnosis of cancer, who resides in lower Westchester County, New York, is eligible for the services of CST. Patients are required to have a physician and a responsible caregiver. Family members of eligible patients can also receive support services.

Volunteer Center of United Way
220 White Plains Road, Tarrytown
Main Phone: 948-4452
www.volunteer-center.org
Primary resource for connecting individuals and groups to non-profit agencies in eed, and helping develop effective and meaningful volunteer opportunities. Refers volunteers to the non-profit agencies best suited to their talents, interests, schedules and geographic preferences. Some of the services include: Business Volunteer Council; Board Bank; Job Readiness; Volunteer Internship Programs; and Retired and Senior Volunteer Program.

My Sisters' Place
One Water Street, White Plains
914-683-1333
Toll-free hotline: 1-800-298-7233
My Sisters' Place (MSP) strives to engage each member of society in their work to end domestic violence so that all relationships can embrace the principles of respect, equality, and peacefulness. Since 1978 they have advanced this mission in Westchester County and the surrounding region through advocacy, community education, and services to those harmed by domestic violence. Through advocacy, they act as a force for social change in law and public policy. Through community education, they challenge public perceptions of intimate violence and the social inequities that give rise to it, and they promote prevention with a special emphasis on youth. Through direct services, they support the abused, primarily women and their children, in seeking safety, self-determination, and justice.

Furniture Sharehouse
1 West Avenue - Suite 201, Larchmont
914-834-1294
www.furnituresharehouse.org
Furniture Sharehouse provides free furniture to economically disadvantaged individuals and families living in Westchester County, giving them the basic household furnishings that enable them to rebuild their lives and live with dignity. Their clients are referred by member social service agencies, and include: those moving out of homeless shelters into permanent housing, battered women and children escaping domestic violence, working families struggling to stay above the poverty line, young adults aging out of foster care, and victims of fires or other natural disasters.

Sheldrank Environmental Center, Larchmont



13-22840-rdd Doc 1135-21 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 2) Pg 12 of 28

Edward Shapiro
2712 Skimmer Point Dr S
Gulfport, FL 33707

TAMPA FL 335
SAINT PETERSBURG FL
05 SEP 2013 PM 7 L

Sound Shore Medical Center of Westchester et al
C/o GCG INC
PO Box 9982
Dublin, OH 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Sign DeSign + JC Awning

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 14 2014

Name and Addresses Where Notices Should be Sent:
501 Willett Ave
Port Chester, NY 10753

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 7/17/2012

3. *DESCRIPTION OF CLAIM (IF KNOWN):* Sign Repair and Installation

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 1,550.00 (Total)

5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Joseph Lanza
Title: President
Company: Sign DeSign + JC Awning
Address and telephone number (if different from notice address above):
Same as above

(Signature) (Date) 1/8/14

Telephone number: 914-937-6360 email: Joe@NYSignDesign.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01166
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Sign Design & JC Awning
501 Willett Avenue
Port Chester, NY 10573
Ph: (914) 937-6360
FAX: (914) 937-0105
Email: signs@nysigndesign.com OR
awnings@jcawnings.com
Web: www.nysigndesign.com

Invoice #: 6446

Order Created: 7/9/2012 3:36:57PM
Sale Date: 7/17/2012 4:45:50PM
PO #: NR171540

Sale Date: 7/17/2012 4:45:50PM

		Created Date:	7/9/2012 3:36:57PM
Billed To:	Sound Shore Medical Center	**Salesperson:**	Joseph Lanza
Contact:	Phil Dibuono	**Email:**	joe@nysigndesign.com
Address:	16 Guion Place New Rochelle,NY 10802	Office Phone:	(914) 937-6360
		Office Fax:	(914) 937-0105
Email:	pdibuono@sshsw.org		
Office Phone:	(914) 632- 5000		
Office Fax:	(914) 637--1117		

Description: Signage LED Repairs at Sound Shore Medical Center on 7/9/12

		Quantity	Unit Price	Subtotal
1	**Product:** Custom Fabricated Sign	1.00	$1,550.00	**$1,550.00**
	Description: SIGN REPAIR AND INSTALLATION: Inspection revealed that the word "Sound" is completely out. Other letters are showing weak LED's. OUR SUGGESTION IS TO REPLACE LEDS IN ALL LETTERS. LED'S IN CENTER CIRCLE APPEARS TO LIGHT PROPERLY SITEWORK: Remove all letter faces and clean. Remove all LED's and repopulate with new. Repopulate and wire. Install new Power Supplies under soffit.			

Sign Design & JC Awning
501 Willett Avenue
Port Chester, NY 10573
Ph: (914) 937-6360
FAX: (914) 937-0105
Email: signs@nysigndesign.com OR awnings@jcawnings.com
Web: www.nysigndesign.com

Invoice #: 6446

Order Created: 7/9/2012 3:36:57PM
Sale Date: 7/17/2012 4:45:50PM
PO #: NR171540

Notes

IN ORDER TO PROCESS YOUR ORDER WE MUST RECEIVE (1.) A SIGNED & DATED COPY OF YOUR ESTIMATE, AND (2.) A 50% DEPOSIT ON THE PROJECT. NO EXCEPTIONS! UNTIL WE HAVE RECEIVED THESE ITEMS NO WORK WILL COMMENCE ON ANY PROJECT. ONCE YOUR ORDER HAS BEEN PROCESSED, DEPENDING ON WHAT YOU ORDERED, WE MIGHT NEED TO SEND YOU A LAYOUT FOR ARTWORK APPROVAL---NOTHING WILL BE FABRICATED UNTIL THIS ARTWORK HAS BEEN APPROVED IN WRITING AND SENT BACK TO US.

50% DEPOSIT/FINAL PAYMENT TERMS: A 50% deposit is required to begin the project, unless full or progress payments are pre-arranged in writing. Balance is required at time of final installation, delivery or pick-up. By making a 50% deposit, customer agrees to the terms and conditions specified for this particular order. Please review this order carefully, once the order is approved SignDesign & JC Awning is not responsible for any errors arising from misinformation supplied by the customer. Any required changes or alterations will be billed separately as needed.

CAPITAL IMPROVEMENT: Per New York legislature, signs and awnings are NOT considered Capital Improvement. As such, we cannot and will not accept any Capital Improvement forms.

TAXES: If your company is tax exempt, all relevant documentation must be provided to Sign Design/JC Awning at the time of submitted deposits (or beforehand).

PLEASE NOTE: Any problems with artwork, colors, sizes, etc. may delay production and or incur additional cost. Before the order is finalized, alterations to the order may change the overall cost of the project. Please review the order carefully.

ARTWORK REQUIRED: vectorized artwork is required for this project and should be provided by the customer. If Sign Design needs to replicate the client's artwork/logo there will be an additional design fee added to the bill (the cost of which is dependent upon the complexity of the design and the time spent recreating it).

PRODUCTION TIME: approximately 20-25 business days from time of deposit, approved layouts and permit acquisition (if a permit is needed for this order). This schedule is dependent upon the absence of delays due to inclement weather, unforeseen difficulties, changes in scope or untimely receipt of documents, and excludes holidays.

QUOTATIONS: are effective for 30 days and are only valid for the specifications discussed. We cannot uphold competitive pricing for more than 30 days due to fluctuating material costs.

INSTALLATION: Cost includes installation at site. We assume that client wall, surface or ground is able to accept our standard method of product installation. Special modifications to installation substrate or need for special equipment will be billed at cost plus 15% and/ or our hourly labor rate for additional required work.

ENGINEERING: is not included in this cost. If engineering is required, it will be billed separately as an additional cost.

PERMITS: Permitting process and fees are not included in above cost.

ALL PRODUCTS: are property of Sign DeSign or JC Awning until payment in full is received.

Order Subtotal:	$1,550.00
Total Taxes:	$0.00
Total:	$1,550.00
Order Balance:	$1,550.00

Payment Terms: Balance is due upon receipt.

x_____ _____

If paying by credit card: (Cardholder's Signature). I agree to pay the above total amount according to the card issuer agreement. Date

13-22840-rdd Doc 1135-21 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 19) Pg 16 of 28

SIGN DESIGN
501 WILLETT AVENUE
PORT CHESTER, NY 10573

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.460
0001773020 JAN 08 2014
MAILED FROM ZIP CODE 10573

Sound Shore Medical of Westchester, et al
c/o GCG Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982

43017598262

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/aHelen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Smiths Medical ASD, Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC
JAN 28 2014

Name and Addresses Where Notices Should be Sent.
Smiths Medical ASD, Inc.
5200 Upper Metro Place. Ste 200
Dublin, OH 43017

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
043550

1. BASIS FOR CLAIM
☒ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): FEB 2012 – JULY 2012 * Statement attached *

3. DESCRIPTION OF CLAIM (IF KNOWN):
Medical Supplies

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 28,313.72 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof In filing this claim, claimant has deducted all amounts that claimant owes to debtor

6. SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests Do not send original documents. If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Trisha O'Hearn
Title: Manager, Accounts Receivable
Company: Smiths Medical ASD, Inc.
Address and telephone number (if different from notice address above):

(Signature) _____ (Date) 21-Jan-14

Telephone number: 614-210-6437 email: trisha.Ohearn@smiths-medical.com

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01253
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

smiths medical
bringing technology to life

REMIT TO:
Smiths Medical ASD Inc.
P.O. BOX 7247-7784
PHILADELPHIA PA 19170-7784
Phone: 800-796-8707
Fax: 800-886-6152
Email: Accounts.Receivable@smiths-medical.com

Statement

STATEMENT DATE	CUSTOMER I.D.
01-JUL-13	043550
AMOUNT REMITTED	**PAGE**
	1

BILL TO:
SOUND SHORE MEDICAL CENTER WESTCHESTE : NEW ROCHEL
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE

NEW ROCHELLE NY 10802-9982
United States

TRANSACTION NO.	TRANSACTION DATE	TRANSACTION TYPE	DUE DATE	REFERENCE	BILL TO LOCATION	TRANSACTION AMOUNT	AMOUNT DUE
12642235	24-FEB-12	Invoice	25-MAR-12	NR168349	NEW ROCHELLE	19,860.00	19,860.00
12681827	26-MAR-12	Invoice	25-APR-12	NR169166	NEW ROCHELLE	1,488.00	1,488.00
12717123	23-APR-12	Invoice	23-MAY-12	NR169772	NEW ROCHELLE	2,976.00	2,976.00
12731646	04-MAY-12	Invoice	03-JUN-12	NR170218	NEW ROCHELLE	2,480.00	2,480.00
12735817	08-MAY-12	Invoice	07-JUN-12	nr170276	NEW ROCHELLE	339.30	339.30
12807782	12-JUL-12	Invoice	11-AUG-12	NR171156	NEW ROCHELLE	2,480.00	2,480.00
12505428	04-NOV-11	Credit Memo	04-NOV-11	NR162170	NEW ROCHELLE	-1,379.45	-112.90
12714058	17-APR-12	Credit Memo	17-APR-12	BIVONATR3RECALL2011	NEW ROCHELLE	-1,196.68	-1,196.68

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days		Total Amount Due
0.00	0.00	0.00	0.00	28,313.72	0.00	28,313.72 USD
	Past Due				Finance Charges	

smiths

Please be advised any credit transaction older than 360 days still open on your account, will be adjusted and closed preventing future use in your favor towards new or outstanding invoices. For questions, please contact our Accounts Receivable Department.

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

INVOICE

INV/CM NUMBER	INVOICE DATE	PAGE
12642235	24-FEB-12	1 of 1
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	2735136
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
NR168349	ORIGIN	176923869

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
C/O SOUND SHORE MEDICAL
CENTER
WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
NET 30	24-FEB-12	25-MAR-12	UPS	NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	3500-306 PUMP, MEDFUSION, MODEL 3500, V 3.0.6 1/EA	10	2,434.00	24,340.00
2	PROMO-BAXTER 3500 MEDFUSION 3500 BAXTER TRADE OUT	10	-500.00	-5,000.00
3	3000RPC ROTATING POLE CLAMP 3000 SERIES 1/EA	10	52.00	520.00
4	G6000608 CD, OPERATION MANUAL, 3500, V3.0.6 1/EA	1	0.00	0.00
5	G6000609 CD, CONFIGURATION MANUAL, 3500, V3.0.6 1/EA	1	0.00	0.00

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431	19,860.00	0.00	0.00	19,860.00 USD

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

INVOICE

INV/CM NUMBER	INVOICE DATE	PAGE
12681827	26-MAR-12	1 of 1
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	2781251
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
NR169166	ORIGIN	178884095

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
C/O SOUND SHORE MEDICAL
CENTER
WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
NET 30	26-MAR-12	25-APR-12	FEDEX	NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	21-8468-24 TRAY, POWERPAC II, DL, LP, PU, 3.2MM, WING-LOCK, 10 FR/INTRO 1/EA	3	496.00	1,488.00

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431	1,488.00	0.00	0.00	1,488.00 USD

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

INVOICE

INV/CM NUMBER	INVOICE DATE	PAGE
12717123	23-APR-12	1 of 1
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	2824073
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
NR169772	ORIGIN	180848891

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
C/O SOUND SHORE MEDICAL
CENTER
WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
NET 30	23-APR-12	23-MAY-12	UPS	NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	21-8468-24 TRAY, POWERPAC II, DL, LP, PU, 3.2MM, WING-LOCK, 10 FR/INTRO 1/EA	5	496.00	2,480.00
2	21-8468-24 TRAY, POWERPAC II, DL, LP, PU, 3.2MM, WING-LOCK, 10 FR/INTRO 1/EA	1	496.00	496.00

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431	2,976.00	0.00	0.00	2,976.00 USD

Smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

INVOICE

INV/CM NUMBER	INVOICE DATE	PAGE
12731646	04-MAY-12	1 of 1
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	2834354
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
NR170218	ORIGIN	181691282

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
C/O SOUND SHORE MEDICAL
CENTER
WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
NET 30	04-MAY-12	03-JUN-12	UPS	NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	21-8468-24 TRAY, POWERPAC II, DL, LP, PU, 3.2MM, WING-LOCK, 10 FR/INTRO 1/EA	5	496.00	2,480.00

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431	2,480.00	0.00	0.00	2,480.00 USD

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

INVOICE

INV/CM NUMBER	INVOICE DATE	PAGE
12735817	08-MAY-12	1 of 1
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	2835902
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
nr170276	ORIGIN	181835895

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
C/O SOUND SHORE MEDICAL
CENTER
WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
NET 30	08-MAY-12	07-JUN-12	UPS	NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	21-2762-24 NDL, GRIPPER PLUS, 20G X 1" (25MM) 12/BX	6	56.55	339.30

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431	339.30	0.00	0.00	339.30 USD

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

INVOICE

INV/CM NUMBER	INVOICE DATE	PAGE
12807782	12-JUL-12	1 of 1
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	2892130
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
NR171156	ORIGIN	187144779

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
C/O SOUND SHORE MEDICAL
CENTER
WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
NET 30	12-JUL-12	11-AUG-12	UPS	NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	21-8468-24 TRAY, POWERPAC II, DL, LP, PU, 3.2MM, WING-LOCK, 10 FR/INTRO 1/EA	5	496.00	2,480.00

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431	2,480.00	0.00	0.00	2,480.00 USD

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

CREDIT MEMO

INV/CM NUMBER	INVOICE DATE	PAGE
12505428	04-NOV-11	1 of 1
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	253801
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
NR162170		

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
C/O SOUND SHORE MEDICAL
CENTER
WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
	04-NOV-11	04-NOV-11		NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	21-8068-24 TRAY, PAC II, DL, LP, PU, 3.2MM, WING-LOCK, 10FR/INTRO 1/EA *REFERENCE ORIGINAL INVOICE = 12254390*	-3	441.00	-1,323.00

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: *Smiths Medical ASD,Inc* 10 Bowman Drive Keene,NH 03431	**-1,323.00**	**-56.45**	**0.00**	**-1,379.45 USD**

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

CREDIT MEMO

INV/CM NUMBER	INVOICE DATE	PAGE
12714058	17-APR-12	1 of 2
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	263075
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
BIVONATR3RECALL2011		

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
16 GUION PL
NEW ROCHELLE NY 10801-5503

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
	17-APR-12	17-APR-12		NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
1	60N030 NEONATAL TRACH TUBE + 1/EA REFERENCE ORIGINAL INVOICE =	-1	57.75	-57 75
2	60N035 NEONATAL TRACH TUBE + 1/EA REFERENCE ORIGINAL INVOICE =	-1	57.75	-57.75
3	60N040 NEONATAL TRACH TUBE + 1/EA REFERENCE ORIGINAL INVOICE =	-2	57.75	-115.50
4	60P025 PAED. TRACHEOSTOMY TUBE 2.5MM UNCUFFED 1/EA REFERENCE ORIGINAL INVOICE =	-1	57.75	-57.75
5	60P030 PAED. TRACHEOSTOMY TUBE 3.0MM UNCUFFED 1/EA REFERENCE ORIGINAL INVOICE =	-1	57.75	-57.75
6	60P035 PAED. TRACHEOSTOMY TUBE 3.5MM UNCUFFED 1/EA REFERENCE ORIGINAL INVOICE =	-1	57.75	-57.75

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431				Continued

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

smiths medical
bringing technology to life

Smiths Medical ASD Inc.
REMIT PAYMENT TO
P.O. BOX 7247-7784
PHILADELPHIA PA
19170-7784
UNITED STATES
Phone: 800-258-5361
Fax: 800-621-2590

CREDIT MEMO

INV/CM NUMBER	INVOICE DATE	PAGE
12714058	17-APR-12	2 of 2
CUSTOMER NUMBER	**LOCATION**	**SALES ORDER NUMBER**
043550	NEW ROCHEL	263075
CUSTOMER PO NUMBER	**FOB**	**DELIVERY NOTE NUMBER**
BIVONATR3RECALL2011		

BILL TO:

Attn: Accounts Payable
SOUND SHORE MEDICAL CENTER WESTCHESTE
ATTN: ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

SHIP TO:

SOUND SHORE MEDICAL CENTER
WESTCHESTE
16 GUION PL
NEW ROCHELLE NY 10801-5503

Payment Terms	Ship Date	Due Date	Ship Via	Freight Terms
	17-APR-12	17-APR-12		NO FRT ORDER OVER > $300

Notes:

LINE	PRODUCT NUMBER/PRODUCT DESCRIPTION	QTY	UNIT PRICE	NET EXTENSION
7	60P040 PAED. TRACHEOSTOMY TUBE 4.0MM UNCUFFED 1/EA REFERENCE ORIGINAL INVOICE =	-1	57.75	-57.75
8	60P045 PAED. TRACHEOSTOMY TUBE 4.5MM UNCUFFED 1/EA REFERENCE ORIGINAL INVOICE =	-1	57.75	-57.75
9	60P050 PAED. TRACHEOSTOMY TUBE 5.0MM UNCUFFED 1/EA REFERENCE ORIGINAL INVOICE =	-2	57.75	-115.50
10	60P055 PAED. TRACHEOSTOMY TUBE 5.5MM UNCUFFED 1/EA REFERENCE ORIGINAL INVOICE =	-3	57.75	-173.25
11	65P040 PAED. TRACHEOSTOMY TUBE 4.0MM AIRE-CUF 1/EA REFERENCE ORIGINAL INVOICE =	-1	194.09	-194.09
12	65P055 PAED. TRACHEOSTOMY TUBE 5.5MM AIRE-CUF 1/EA REFERENCE ORIGINAL INVOICE =	-1	194.09	-194.09

Customer has an obligation to report any discounts, whether the dollar amount of the discount is calculated at the time of sale or at a later date, to the Department of Health and Human Services ("DHHS") or other federal agency and any applicable state agencies. Customer may also be required to submit other information upon request to DHHS or other federal agencies and any applicable state agencies.

SPECIAL INSTRUCTIONS	SUBTOTAL	SHIPPING	TAX	TOTAL
Florida Permit # 23 468 Issued to: Smiths Medical ASD,Inc 10 Bowman Drive Keene,NH 03431	-1,196.68	0.00	0.00	-1,196.68 USD

smiths
Smiths Medical - a part of Smiths Group plc

RETURNS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL

13-22840-rdd Doc 1135-21 Filed 06/29/15 Entered 06/29/15 14:27:56
(Part 19) Pg 28 of 28
Claims

smiths medical

bringing technology to life

Smiths Medical North America
Shared Services Center
5200 Upper Metro Place, Suite 200
Dublin, OH 43017-5379 USA

U.S. POSTAGE PITNEY BOWES
ZIP 43017 $ 001.32⁰
02 1W
0001382654 JAN 23. 2014

Sound Shore Medical of Westchester
et al., c/o GCG, Inc.
PO Box 9982
Dublin, OHIO
43017-5982

FILED - 01065
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of New York	**PROOF OF CLAIM**
Name of Debtor: Sound Shore Medical Center of Westchester Case Number: 13-22840(rdd)	THE GARDEN CITY GROUP INC. DEC 19 2013
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*	
Name of Creditor (the person or other entity to whom the debtor owes money or property): Soundview Management Associates, LLC	**COURT USE ONLY**
Name and address where notices should be sent: DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, One North Lexington Avenue, 11th Floor, White Plains, New York 10601, Attn: Erica Feynman Aisner, Esq. Telephone number: (914) 681-0200 email: eaisner@ddw-law.com	☐ Check this box if this claim amends a previously filed claim. Court Claim Number:_____ (*If known*) Filed on:_____
Name and address where payment should be sent (if different from above): Soundview Management Associates, LLC, P.O. Box 501, Greenwich, CT 06836, Attn: Mark DeFeo Telephone number: email:	☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. **Amount of Claim as of Date Case Filed:** $ 191,260.96

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. **Basis for Claim:** Relection of Commercial Real Property Lease Agreement
(See instruction #2)

3. **Last four digits of any number by which creditor identifies debtor:**	3a. **Debtor may have scheduled account as:** (See instruction #3a)	3b. **Uniform Claim Identifier (optional):** (See instruction #3b)

4. **Secured Claim** (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $_____

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Basis for perfection: _____

Value of Property: $_____

Amount of Secured Claim: $_____

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount Unsecured: $_____

5. **Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.**

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5)	**Amount entitled to priority:**
☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	☑ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(2).	$ 5,584.71

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. **Credits.** The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. *(See instruction #7, and the definition of "redacted".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Mark DeFeo
Title: Member
Company: Soundview Management Associates, LLC
Address and telephone number (if different from notice address above):

(Signature) 12/10/2013 (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

DEL BELLO DONNELLAN WEINGARTEN WISE & WIEDERKEHR, LLP

THOMAS R. BEIRNE
BRIAN T. BELOWICH°
ANN FARRISSEY CARLSON°
JULIE CVEK
ALFRED B. DELBELLO
ALFRED E. DONNELLAN†
ERICA FEYNMAN AISNER
JANET J. GIRIS▼
FRANK J. HAUPEL
ROBERT HERMANN
DAWN KIRBY°
FAITH G. MILLER
JONATHAN S. PASTERNAK
ROBERT L. RATTET
PATRICK M. REILLY
ELIOT M. SCHUMAN
BRADLEY D. WANK*
MARK P. WEINGARTEN°
EVAN WIEDERKEHR
LEE S. WIEDERKEHR
PETER J. WISE, AICP +

JACOB E. AMIR
JENNIFER M. JACKMAN°
ERIC J. MANDELL
SUSAN CURRIE MOREHOUSE
MICHAEL J. SCHWARZ°
DANIEL G. WALSH
HEIDI WINSLOW

COUNSELLORS AT LAW
THE GATEWAY BUILDING
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NEW YORK 10601
(914) 681-0200
FACSIMILE (914) 684-0288

ANDREW J. BALINT
RICHARD BEMPORAD
GERALD K. GEIST
JAMES B. GLUCKSMAN
BRANDON R. SALL★
DAVID R. SELZNICK & CO., LLP

COUNSEL

°MEMBER OF NY & CT BARS
†MEMBER OF NY & NJ BARS
*MEMBER OF NY & DC BARS
▼MEMBER OF NY, NJ & MA BARS
★MEMBER OF NY, NJ, CT & FL BARS

December 18, 2013

Via Federal Express

Sound Shore Medical Center of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017

RE: In re Sound Shore Medical Center of Westchester, et. al.
Lead SDNY Chapter 11 Case No. 13-22840(rdd)

Dear Sir or Madam,

Enclosed please find two (2) original proof of claim forms on behalf of creditor Soundview Management Associates, LLC with copies to be returned "filed" stamped. The first claim arises out of the rejection of a commercial real property lease and the second arises out of the rejection of eleven (11) residential real property leases. Each claim includes a portion thereof which Soundview seeks priority treatment as an Administrative Claim.

Also enclosed are duplicate copies of the proof of claim forms. Kindly acknowledge receipt on the enclosed copies and return to me in the enclosed pre-paid self-addressed Federal Express envelope.

Very truly yours,

Erica Feynman Aisner

EFA/
Encls.

1401908
10000120-001

In re Sound Shore Medical Center of Westchester, et. al.
Case No. 13-22840
(Lead Case)

Addendum to Rejection Damage Claim of Soundview Management Associates, LLC

Soundview Management Associates, LLC ("Soundview") was a party to Commercial Lease Agreement (the "Lease") with Sound Shore Medical Center of Westchester which commenced on April 15, 2013 for the premises located at 50 Guion Place, New Rochelle, New York 10802. A copy of the Lease is annexed hereto as Exhibit "A."

The Debtor has been advised that effective December 25, 2013, the Lease shall be rejected. Accordingly, Soundview hereby submits this Rejection Damage Claim, as calculated below, a portion of which is entitled to priority treatment as an Administrative Claim pursuant to 11 U.S.C. Sections 507(a)(2) and 503(b).

In the event that it is determined by the Bankruptcy Court that Soundview is not entitled to payment of its Administrative Claim asserted herein, such portion of its claim shall be and is hereby asserted as part and parcel of its Rejection Damage Claim. Soundview hereby reserves its right to supplement or amend this Claim.

Pre-Petition Date Lease arrears:	$10,431.25
Pre-Rejection Date arrears: (entitled to priority treatment as an Administrative Claim)	$ 5,584.71
Rejection Damage Claim: (15% of the remaining lease term)	$175,245.00
TOTAL:	**$191,260.96**

AGREEMENT OF LEASE

AGREEMENT OF LEASE made as of the _____ day of _____ by and between Soundview Management Associates, L.L.C., a New York limited liability company with an address at P.O Box 501, Greenwich, CT 06836 hereinafter referred to as the "Landlord", and Sound Shore Medical Center of Westchester, with an office at 16 Guion Place, New Rochelle, NY 10802, hereinafter referred to as the "Tenant".

WITNESSETH:

In consideration of the mutual representations, warranties, and covenants contained herein, the parties hereby do agree as follows:

1. **DEMISED PREMISES, AND RENT:**

A. The Landlord does hereby lease to the Tenant, and the Tenant does hereby hire from the Landlord, certain office space, agreed to contain approximately _____ Square Feet (more or less) in an area of rentable space, located on the first floor of the Building (the "Building") located at 50 Guion Place, New Rochelle, NY 10801, which demised area is shown and illustrated on Schedule "A" attached hereto and made a part hereof, (hereinafter the "Premises) for the purpose of conducting therein an office for the practice of medicine for a term (or until such term shall sooner cease and expire or be extended as hereinafter provided) to commence on the date hereof, and to end on the _____, those dates inclusive. Thereafter, Tenant shall make monthly payments at the annual rental rate as follows:

Year of Lease	Base Rent per square foot	Base Rent Per Year	Base Rent Per Month
Year 1	$25.00	$100,000	$8,333.34
Year 2	$25.00	$100,000	$8,333.34
Year 3	$25.00	$100,000	$8,333.34
Year 4	$25.00	$100,000	$8,333.34
Year 5	$25.00	$100,000	$8,333.34
Year 6	$25.00	$100,000	$8,333.34
Year 7	$25.00	$100,000	$8,333.34
Year 8	$25.00	$100,000	$8,333.34
Year 9	$25.00	$100,000	$8,333.34
Year 10	$25.00	$100,000	$8,333.34

Said installments are to be paid in advance on the First Day of each month during the term hereof, at the office of the Landlord or at such other place as the Landlord may designate, and prorated on a daily basis for a partial month at the commencement and expiration of the term. Should any installment or "added rent" be postmarked by the US Postmaster after the tenth (10th) day of the month any installment and/or "added rent is due, then a fee of 5% of that amount due will be assessed as a late fee which will be due and payable with the next monthly installment. Tenant will be charged 5% of the amount due for any check returned by Landlord's bank or lending institution as unpaid.

2. IMPROVEMENTS BY TENANT

Tenant shall have the right to make such alterations and changes in the demised premises as will adapt the same satisfactorily for its own use, provided however:

A. In addition to and notwithstanding the provisions set forth in Paragraph 9 hereof, Tenant shall require contractors to obtain liability insurance with the Tenant and Landlord named as additional insureds, against liability on account of death, personal injury, or property damage occurring in connection with any work by Tenant. Certificates of Insurance shall not be in amounts less than $1,000,000.00 for death or injury to one person and $3,000,000.00 for death or injury to more than one person per occurrence. Tenant through its insurance carrier, shall defend, indemnify and hold the Landlord harmless of and from any and all claims, suits, or actions by reason of any death or injury to person or damage to or destruction of property upon the Premises in connection with such work.

B. Tenant agrees to hold Landlord harmless in the event a mechanic's lien is filed against the Building as a result of said work, and to cause any such lien to be discharged within Forty-Five (45) Days of filing, in accordance with the terms of Paragraph 28 hereof. In the event any said lien is not discharged as aforesaid within Forty-Five (45) Days, Landlord shall have the right to cause said lien to be discharged, and shall look to Tenant to pay Landlord's costs, including reasonable attorneys' fees incurred in such matter. Said costs shall be considered "additional rent" hereunder and shall be due and payable to Landlord within Fifteen (15) Days after Tenant receives notice of same from Landlord. All of such improvements shall become the property of the Landlord as set forth in Paragraph 15 hereof. Tenant shall submit all plans and the identity of the general contractor to Landlord for approval, which approval shall not be unreasonably withheld. Landlord shall not be entitled to require changes to Tenants proposed work which will increase the cost of the improvements unless such changes are required to comply with any laws or regulations governing the use or occupation of the building. Tenant shall also review its bids with Landlord, but Landlord's approval of same shall not be required. Any work which would require or necessitate the entering of any other space in the Building occupied by other tenants shall require, prior to entering of the same, Tenant obtaining the approval of said tenant as to the time and manner of the work to be performed in order to avoid or minimize the interference with such other tenant's business.

C. Tenant agrees that it has inspected the Premises and is fully satisfied with the condition thereof and takes it in its present, as-is condition.

3. **QUIET ENJOYMENT**: The Landlord covenants with the Tenant that it has good right to lease said Premises in the manner aforesaid, and the Landlord will suffer and permit said Tenant (it keeping all the covenants on its part, as hereinafter contained) to exclusively occupy, possess, and enjoy said Premises during the term aforesaid, without hindrance or molestation from the Landlord or any person claiming by, from or under the Landlord.

The Tenant covenants with the Landlord to hire said Premises and to pay the rent therefore as aforesaid, that Tenant will commit no waste nor suffer the same to be committed thereon, nor misuse the Premises; and, also, that Tenant will not assign this Lease, nor underlet a part or the whole of the Premises, except as provided in Paragraph 5 hereof, and will deliver the Premises, at the expiration or sooner termination of its tenancy, in as good condition as they are now in, ordinary wear, damages by the elements, or other unavoidable casualties excepted, and with the improvements by Tenant as set forth in Paragraph 2 hereof, which improvements are part of the Premises and will become the property of the Landlord upon expiration of this Lease.

4. **DEFAULT**: If the rent shall remain unpaid Ten (10) days after receipt of notice from Landlord that a payment is overdue, or if the Tenant shall assign this Lease or underlet or otherwise dispose of any part or the whole of said Premises in violation of this Lease, or use the same for any purpose but that hereinbefore authorized, or make any material alterations in the Premises without the consent of the Landlord, in writing, or shall commit waste or suffer the same to be committed on the Premises, or shall violate any of the material agreements herein by the Tenant to be performed, beyond the reasonable cure period after notice from Landlord of the violation, then the Landlord may, , re-enter the Premises and have and possess the same as of the Landlord's former estate or, without such re-entry, may recover such possession thereof in the manner prescribed by the statute relating to summary process.

If Tenant shall be dispossessed for non-payment of rent, or for any other violation of this Lease, the Landlord shall use commercially reasonable efforts to re-let the Premises and receive the rent therefore, upon such reasonable terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the Premises under this Lease shall be forfeited, and any re-entry by the Landlord shall not operate to release the Tenant from any obligation for rent to be paid or covenants to be performed hereunder during the full term of this Lease; however, Tenant's obligations hereunder shall be offset by any and all sums received by Landlord in re-letting the Premises pursuant hereto.

5. **ASSIGNMENT, SUBLETTING**:

A. Tenant shall not assign, mortgage or encumber this Lease, or sublet, underlet, license or permit the Premises or any part thereof to be used by others, whether voluntarily or by operation of law or otherwise, without prior written consent of Landlord in each instance, which consent will not be unreasonably withheld. The sale or transfer of stock, if Tenant be a corporation, shall be deemed an assignment of this Lease, unless (i) it is made amongst the existing stockholders of Tenant; (ii) it results from the death of a stockholder of Tenant; or *(iii) involves less than 50% of the outstanding stock of the corporation.* In any event, Tenant shall notify Landlord in writing of such transfer. If this Lease be assigned or if the Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect Rent from the assignee, undertenant or occupant and apply the net amount collected to all Rent herein reserved, but no such assignment, underletting occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, undertenant or occupant as tenant or a release of the performance of the covenants on Tenant's part herein contained. Any consent by Landlord to an assignment or underletting shall not in any manner be construed to relieve Tenant or any assignee or undertenant from obtaining the consent in writing of Landlord to any further assignment or underletting. If Landlord shall not respond within twenty (20) days

after receipt of Tenant's written request for consent to an assignment or sublease, such consent shall be deemed given.

6. **HOLDING OVER**: In the event that the Tenant shall remain in the Premises after the expiration of the term of this Lease without having executed a new written Lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may, at its option elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions this Lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term, plus Fifty Percent (50%).

7. **COMPLIANCE WITH LAWS & REGULATIONS**: It is further agreed between the parties hereto that with respect to the operation of Tenant's business, it shall comply with, and conform to, all the laws of the State of New York, and the By-laws, rules, regulations and/or ordinances of the City of New Rochelle, relating to health, nuisance, and fire, so far as the Premises are or may be concerned; and to hold the Landlord harmless from all fines, penalties, costs for violations upon non-compliance with same. Landlord shall comply with all federal, state and local laws and regulations, including the Americans With Disabilities Act, with respect to the common areas of the Building and the land on which same is located. Tenant hereby agrees to abide by any reasonable rules and regulations which the Landlord shall make for the government and the management of the Building of which the Premises are a part. Tenant further covenants and agrees that no refuse or garbage shall be allowed to accumulate or remain in or upon the Premises, and that Tenant shall keep the Premises neat and clean.

8. **INSPECTION**: It is further agreed that the Premises shall, at all reasonable times, be open to the inspection of the Landlord and its agent(s) for necessary repairs. Upon reasonable notice, the Premises shall also be open to the Landlord and its agent(s) to show for purchase, mortgage, or during the last six months of the term, for lease.

9. **LANDLORD'S LIABILITY/INDEMNIFICATION/INSURANCE**:

A. Tenant shall defend, indemnify and hold the Landlord harmless of and from any and all claims, suits, or actions by reason of any death or injury to person or damage to or destruction of property upon the Premises, except that resulting from negligence of Landlord, its employees, agents or contractors. Tenant shall, at all times, keep in force and effect, and pay the premiums upon, policies of insurance, with the Landlord named as an additional insured, against liability on account of death, personal injury, or property damage due to any accident or tort in connection with the Premises. Certificates of Insurance shall not be in amounts less than $1,000,000.00 for death or injury to one person and $3,000,000.00 for death or injury to more than one person per occurrence. If Tenant fails to furnish such insurance, the Landlord may effect the same, and the amount of any such insurance premiums paid by the Landlord shall be due and payable from the Tenant as additional rent and may be added to any rent becoming due thereafter and collectible with the same rights and remedies attaching in favor of the Landlord as for non-payment of rent.

10. **HEATING AND AIR CONDITIONING**: It is understood and agreed that the Landlord shall, subject to the provisions of Paragraph 27 hereof, furnish reasonable heat and air conditioning for the Premises, if such heat and air conditioning is currently being provided by the current landlord, in season, during usual business hours Monday thru Friday from 8:00AM to 6:30PM, subject, however, to any governmental regulation, fuel shortages, inability to obtain fuel or limitations in the quantities available, or for other conditions beyond the control of the Landlord that may render impossible the full and total compliance with this obligation of the Landlord to furnish heat and/or air conditioning. Upon reasonable prior notice from Tenant, Landlord shall also furnish reasonable heat and air conditioning for the Premises during additional hours, at a cost of $50 per hour. In the event Landlord shall, by reason of any governmental regulations, restrictions, limitations or inability to obtain fuel, or any cause beyond Landlord's control, be unable to furnish such heat or air conditioning, either in whole or part, the Landlord shall not be liable for damages or otherwise, and the obligations of the Tenant to pay rent hereunder and to perform all of the covenants and agreements of this Lease shall in no way be affected, impaired, or excused by reason of the inability of the Landlord to furnish such heat and/or air conditioning by reason of any of the foregoing, but Landlord shall make diligent efforts to restore the service at the earliest possible time.

11. **ELECTRICITY/WATER SERVICES**: It is further agreed that the Landlord shall furnish electricity, and shall furnish cold water for the Premises. Tenant shall exercise energy conservation at all times including but limited to shutting all lighting in the demised space after business hours, as well as routinely check all plumbing fixtures for leaks/running water and make any repairs as needed.

12. **MAINTENANCE**: Landlord shall also maintain in good and clean condition the grounds and a dumpster for garbage removal. Landlord will be responsible for the removal of garbage and the clearing of snow and ice in the parking lot and on the sidewalks around the Building. Cleaning of the Premises shall be at Tenant's sole cost and expense. Furthermore, the disposal and removal of medical waste from the Premises shall be at Tenant's sole cost and expense, and Tenant agrees that the disposal and removal of such waste shall be in compliance with all applicable laws of the State of New York, and any applicable laws, rules, regulations and/or ordinances of the City of New Rochelle.

13. **CONTENTS INSURANCE**: It is further agreed that Tenant shall carry adequate fire insurance covering the contents of the Premises, and shall hold the Landlord harmless from any claim for damage to said contents, by fire or otherwise, unless resulting from the negligence of Landlord, its employees, agents or contractors.

14. **INCREASE IN FIRE INSURANCE PREMIUMS**: In addition to the rent as aforesaid, the Tenant shall pay any increase in fire insurance premiums on the Building of which the Premises are a part resulting solely from the type of use of the Premises made, or to be made, by the Tenant.

15. **IMPROVEMENTS PROPERTY OF LANDLORD**: Upon the termination of this Lease, any remodeling, alterations, or improvements which shall have been made by the Tenant shall become the property of the Landlord. The Tenant shall remove at its own expense, movable furniture, personal property, equipment and moveable trade fixtures not permanently

attached to the Premises, all of which shall be removed at the termination of this Lease; and, if the same are not so removed by Tenant by that time, they shall be deemed abandoned by the Tenant and may be removed by Landlord, the cost of which shall be borne by Tenant.

16. **SIGNS**: Tenant shall erect no signs in or on the Building without the prior express written consent of the Landlord, nor shall any sign, notice, or advertisement be inscribed, painted on, affixed to, or shown, in any window or glass in the Building, without such written consent, which consent shall not be unreasonably withheld. Tenant shall pay any costs and expenses of maintaining said signs erected by Tenant. Tenant shall be responsible for the removal of such signs erected by Tenant at the termination of this Lease and the costs and expenses in connection with such removal; and, if the same are not removed by Tenant by that time, they shall be deemed abandoned by the Tenant and may be removed by Landlord, the cost of which shall be borne by Tenant.

17. **REPAIRS**: The maintenance and repair of the Premises shall be, in general, governed as follows:

A. The Landlord shall make structural repairs and maintain and keep in good repair the roof, outside walls, foundation, grounds, parking lot and exterior signs.

B. Repairs to interior walls, floors, ceilings, stairs and common corridors when same become necessary not as a result of Tenant's negligence, shall be an obligation of the Landlord after receipt of written notice by the Tenant of such defect.

C. The Tenant shall be responsible for all repairs and maintenance to the interior of the Premises, at its own cost and expense, except that Landlord shall be responsible for any maintenance and repair resulting from the negligence or willful act of Landlord, its employees, agents or contractors. Further, Tenant, at its sole cost and expense, shall be responsible for all cleaning of the interior of the Premises.

18. **ATTORNEY'S FEES**: If any action, suit or proceeding is commenced under or in connection with this Lease, the losing party shall pay to the prevailing party, and the prevailing party shall be entitled to an award for; reasonable attorneys' fees, court costs and other litigation expenses incurred by the prevailing party in connection with such action, suit or proceeding.

19. **EMINENT DOMAIN**: If the whole or any part of the Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event at Tenant's option, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant waives all claim against Landlord for, on account of, or incident to, such taking; but Tenant reserves its right against the condemning authority for any expenses or removal damage to personal property to which it may be entitled and to Tenant's moving expenses.

20. **DESTRUCTION OF PREMISES**:

A. If the Premises shall be damaged or rendered unrentable by fire or other casualty, the damage shall be repaired by, and at the expense of, the Landlord, and the rent, until

such repairs shall have been made, shall be apportioned according to the part of the Premises that is usable by the Tenant. Landlord agrees, at its expense, to repair promptly any damage of the Premises, except that Tenant agrees to repair and replace its own furniture, furnishings and equipment. No penalty shall accrue for reasonable delay, which may arise by reason of adjustment of insurance on the part of Landlord, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control. If more than 50% of the Premises shall be damaged and if a reasonable estimate is that it will take more than 120 days to repair the damage, Tenant may terminate this Lease by Notice to Landlord.

B. If the Premises are totally damaged by, or are wholly untenantable by reason of fire or other casualty, and if Landlord shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then, in any of such events, Landlord shall, within Sixty (60) Days after such fire or other casualty, give Tenant notice, in writing, of such decision; and upon the Tenth day after such Notice is given, Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for rent shall cease as of the day following the casualty.

21. **FORCE MAJEURE**: The period of time during which a party is prevented or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God or the public enemy governmental prohibitions or regulations or inability or difficulty to obtain materials, or other causes beyond such party's control shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof.

22. **NO WAIVER**:

The failure of Landlord to seek redress for violation of, or to insist upon, the strict performance of any covenant or condition of this Lease, or any of the rules and regulations adopted by Landlord, shall not prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation.

The receipt by Landlord of rent with knowledge of the breach of any covenant or condition of this Lease shall not be deemed to be a waiver of such breach by Landlord, unless such waiver is in writing, signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check, or letter accompanying any check or payment as rent, be deemed an accord and satisfaction, and Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

23. **SUBORDINATION**:

A. This Lease is subject and subordinate to all mortgages and trust indentures, which may now or may hereafter affect the real property of which the Premises form a part, and to all modifications, consolidations, replacements, renewals, and extensions thereof.

This clause shall be self-operative, and any mortgagee shall require no further instrument of subordination. In confirmation of such subordination, Tenant shall execute promptly and deliver to Landlord any instrument that may be requested by Landlord.

24. **ATTORNMENT**: In the event someone other than Landlord comes into ownership or possession of the Premises, this Lease shall be valid and shall continue in full force and effect, and shall not be terminated. If requested by the holder of any mortgage, Tenant shall attorn to the holder of any mortgage acquiring title by virtue of a conveyance or through foreclosure proceedings.

25. **MECHANICS LIEN**: Any mechanic's lien resulting from work done for, or materials furnished to, Tenant, shall be discharged by Tenant within Forty-Five (45) days after filing, at Tenant's expense.

26. **SUCCESSORS AND ASSIGNS**:

The covenants, conditions and agreements contained in this Lease shall bind and enure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and except as otherwise provided herein, their assigns.

27. **NOTICES AND APPROVALS**:

A. All notices and demands which are required or permitted by the terms of this Lease shall be given in writing, whether herein specified or not, and shall be sent by United States registered or certified mail, postage prepaid, or by recognized overnight courier, addressed to the parties as follows, or to such other address as a party may hereafter designate by notice:

To or For the Landlord:
Soundview Management Associates, L.L.C.
P.O. Box 501
Greenwich, CT 06836

Copy To:
MICHELE DEFEO, Attorney At Law
P.O. Box 1677
Greenwich, CT 06836

To or For the Tenant:

With a copy of any default notice to:

B. Any consents or approvals by a party under this Lease shall not be unreasonably withheld, delayed or conditioned.

28. **SECURITY DEPOSIT**: The Tenant agrees to tender to Landlord the sum of $10,000.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this Lease upon Tenant's part to be performed, which said sum, without interest thereof, shall be returned to the Tenant after the time fixed as the expiration of the term hereof, provided the Tenant has fully and faithfully carried out the terms, covenants and conditions of this Lease upon Tenant's part to be performed. In the event of a bona fide sale, subject to the Lease, the Landlord shall transfer the security to the vendee for the benefit of the

Tenant, and thereupon Landlord shall be considered released by Tenant from all liability for the return of such security; and the Tenant agrees to look solely to the new Landlord for the return of said security. It is agreed that this shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by Tenant without the express written consent of Landlord.

29. **ENTIRE AGREEMENT**:

A. This Lease contains the entire agreement between Landlord and Tenant, and any executory agreement hereafter made between Landlord and Tenant shall be ineffective to change. modify, waive, release, discharge, terminate, or effect any abandonment of this Lease in whole or in part, unless such executory agreement is in writing and signed by the party against whom the enforcement of the change, modification, waiver, release, discharge, termination of the effecting of the abandonment is sought.

B. If any term or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the balance of the terms and provisions of this Lease shall be valid and enforceable to the fullest extent hereunder or as permitted by law.

30. **BROKERS:** None. All parties acknowledge and disclose that no Real Estate brokers(s) and/or agent(s) introduced the parties named herein in respect to the premises.

31. **RULES AND REGULATIONS**: Tenant acknowledges that Landlord has instituted a no-smoking policy for the Building and Tenant does hereby agree to abide by the same as a condition to leasing the subject Premises. In addition, Landlord shall have the right to institute reasonable rules and regulations in the operation and use of the Building in which the demised Premises are located.

32. **PARKING**: Tenant is aware that the parking lot is shared in common by all the tenants of the Building. Tenant shall be entitled to the exclusive use of sixteen (16) parking spaces at a location to be designated by Landlord If, in Landlord's reasonable opinion, there shall develop a problem of insufficient parking spaces on other than an occasional basis, Landlord shall hire a parking lot attendant to monitor and prevent (a) parking in the lot by others not visiting the Building; and (b) the use of the lot by employees of tenants of the Building, except for emergencies. Tenant shall also provide Landlord with a list identifying its employees and the make, model color and license plate numbers of each of their vehicles as requested by Landlord.

33. **OPTION TO EXTEND**.

A. Tenant shall have an option to extend the term for an additional period of five (5) years upon all of the terms and conditions of this Lease, except that (i) the base rent during the extension term shall be equal to 95% of the fair rental value of the Premises at the date six (6) months prior to the commencement of the extension term, but in no event less than the base rent payable in the last year of the initial term; (ii) Landlord shall have no obligation to give any work allowance; (iii) there shall be no rent abatement period; and (iv) there shall be no further option to extend beyond the expiration of such extension term. Tenant's option may be

exercised by notice of exercise given by Tenant to Landlord at least nine (9) months prior to the expiration of the initial term.

B. In the event that the parties have not agreed upon the fair rental value of the Premises prior to the date four (4) months before the commencement of the extension term, such value shall be determined by arbitration in New Rochelle, NY before a single arbitrator as follows:

(i) Landlord and Tenant shall have ten (10) days within which to select one (1) mutually agreeable arbitrator. If Landlord and Tenant fail to agree on one (1) arbitrator within the ten (10) day period, either party may promptly request the American Arbitration Association to appoint an arbitrator for the matter, and said Association's selection shall be binding upon Landlord and Tenant. Said Association shall appoint as arbitrator an individual with the following qualifications: not less than ten (10) years' experience in the valuation of commercial rental properties in Westchester County; and has never been a direct or indirect employee or agent of either Landlord or Tenant

(ii) Landlord and Tenant shall each submit to the arbitrator, in writing, a good faith determination of the fair rental value of the Premises.

(iii) The arbitrator selected must choose either Landlord's or Tenant's good faith determination of the fair rental value of the Premises, and the arbitrator's choice shall be final and binding upon the parties. In determining the fair rental value of the Premises and which of Landlord's or Tenant's determinations to select, the arbitrator shall consider all relevant factors, including the base years for payment of increase in expenses and taxes pursuant to Paragraphs 26 and 27 herein. From the date of appointment, the arbitrator shall have 30 days within which to render a decision as to the fair rental value of the Premises.

Judgment upon the award rendered by the arbitrator shall be binding upon the parties and may be entered in any court of competent jurisdiction. The arbitrator shall determine the liability of the parties for the costs of the arbitration and may allocate counsel fees, witness fees and other costs between the parties

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and to a duplicate hereof of the same tenor and date, as of the date first above written.

Signed, Sealed and Delivered
In the Presence of:

Soundview Management Associates, L.L.C.,
Landlord

By: _____

Duly Authorized

_____
Tenant

_____ By: John R. Spiess
Signature of a duly authorized representative

Schedule A
Floor Plan

Schedule B

N/A

Schedule C
Commission Terms

N/A

FIRST AMENDMENT TO AGREEMENT OF LEASE

THIS FIRST AMENDMENT TO AGREEMENT OF LEASE (this "Amendment") is made and entered into effective as of April 15, 2013 ('Effective Date"), by and between Soundview Management Associates, L.L.C. (hereinafter referred as "Landlord"), and Sound Shore Medical Center of Westchester (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have previously entered into that certain Agreement of Lease dated on or about December 24, 2012, (the "Lease"), for certain premises located at 50 Guion Place, New Rochelle, New York (the "Demised Premises"), and being more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to make certain amendments and modifications to the Lease in connection therewith as more fully set forth in this Amendment;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise clearly requires, each term used in this Amendment with its initial letter capitalized which has been defined in the Lease shall have the same meaning herein as given to such term in the Lease.

2. Amendments to Lease. The Lease is hereby amended and modified in the following respects:

(a) Notwithstanding any provision contained in the Lease to the contrary, Landlord and Tenant hereby agree that as of the Effective Date the Demised Premises shall consist of 5,007 rentable square feet.

(b) The Base Rent per Lease year shall be $125,175.00.

(c) The Base Rent per Month shall be $10,431.25.

(d) The Landlord hereby consents to the sublets of the Demised Premises to Dr. Subhash Gulati and Dr. Bernard Bernhardt/Montefiore Medical Center pursuant to the terms of sublease agreements dated as of January 1, 2013.

(e) Article 14 of the Lease is hereby stricken and deemed null and void.

3. Continuing Effect. The Lease, *as* modified by the terms and provisions of this Amendment, is hereby ratified and confirmed by the parties hereto and shall continue in full force and effect.

4. Parties Bound. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

5. Headings. The headings of the Sections in this Amendment are for convenience of reference only, and shall not be used in interpreting this Amendment.

6. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of or on behalf of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of; or on behalf of each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be binding upon the party so delivering.

{THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

LANDLORD:

Soundview Management Associates, L.LC.

By: _____
Name: _____
Title: _____

TENANT:

Sound Shore Medical Center of Westchester

By: _____
Name: JOHN R. SPICER
Title: PRESIDENT

dimovskiarchitecture PLLC

March 4, 2013

Soundview Management Associates, LLC
50 Guion Street
New Rochelle, NY
Attn: Mark DeFeo

PROJECT: 50 Guion Street
Area Survey of Ground Floor

Dear Mr DeFeo,

As per your request, we have field surveyed the existing Ground Floor at the above mentioned property. Upon completion of our survey, we documented our findings and identified the areas you requested as follows:

- Medical Office – 5,007 SF
- Entry/Lobby/Stairs/ Elevator – 1,702 SF
- **Total – 6,709 SF**

Attached is the drawing our office has prepared to illustrate the areas described above. If you have any further questions or need any additional information, please let us know. Thank you.

Very truly yours,
DIMOVSKI ARCHITECTURE PLLC

Paulette Dimovski
Principal

cc: SD/file

REGISTERED ARCHITECT
PAULETTE DIMOVSKI
032386
STATE OF NEW YORK

From: (914) 607-3149
Erica Feynman Aisner, Esq.
DelBello Donnellan et al LLP
One North Lexington Avenue
11th Floor
White Plains, NY 10601

Origin ID: NESA

FedEx Express

J13301306280326

Ship Date: 18DEC13
ActWgt: 1.0 LB
CAD: 104686209/INET3430

Delivery Address Bar Code

Ref # 50017560-003
Invoice #
PO #
Dept #

SHIP TO: (914) 681-0200 BILL SENDER
co GCG, Inc.
Sound Shore Medical Center et al.
5151 Blazer Parkway, Suite A

DUBLIN, OH 43017

THU - 19 DEC AA
STANDARD OVERNIGHT

TRK# 7974 4660 5724
0201

DSR
43017
OH-US
LCK

XX OSUA

51AG4/39D5/1A9E

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
STAT-TECH Surgical Supply Co., Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP INC. JAN 07 2014

Name and Addresses Where Notices Should be Sent.
STAT-TECH Surgical Supply Co., Inc.
20 Orlando DR
Fairfield, NJ 07004

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known). _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 1/12/12 #183.27 ; 8/7/12 #2945.00 ; 1/9/13 #5137.09

3. DESCRIPTION OF CLAIM (IF KNOWN): Service Sterilization containers

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 8265.36 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6 SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary

7 TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: BRIAN Fitzpatrick
Title: President
Company: STAT-TECH Surgical Supply Co., Inc.
Address and telephone number (if different from notice address above):

Brian Fitzpatrick (Signature) 12/24/13 (Date)

Telephone number: 973-227-0031 email: stattech@concastinet

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*., c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01128
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

13-22840-rdd Doc 1135-22 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 20) Pg 25 of 38

STAT - TECH
Surgical Supply Company, Inc.
20 Orlando Drive
Fairfield, New Jersey 07004-2109
Phone 973-227-0031 Fax 973-227-7055

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $000.46⁰
0001086046 JAN 01 2014
MAILED FROM ZIP CODE 07004

Sound Shore Medical of Westchester, et al.,
c/o GCG Inc.
PO Box 9982
Dublin, Ohio
43017-5982

43017$5982

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	**Case No.**
☑ Sound Shore Medical Center of Westchester	13-22840
☐ The Mount Vernon Hospital, Inc.	13-22841
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842
☐ The M.V.H. Corporation	13-22843
☐ Sound Shore Health System, Inc.	13-22844
☐ NRHMC Services Corporation	13-22845
☐ New Rochelle Sound Shore Housing, LLC	13-22846

NOTE: *Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).*

Your Claim is Scheduled As Follows:

THE GARDEN CITY GROUP, INC. OCT 28 2013

Name of Creditor (the person or other entity to whom the Debtor owes money or property): THD AMERICA, INC

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ *(If known)*

Filed on: _____

Name and address where notices should be sent:

THD AMERICA, INC
~~8020 BRITTANY WAY~~
~~TAMPA, FL 33610-4306~~
190 INDUSTRIAL RD.
SUITE #2
WRENTHAM, MA 02093

Telephone number: 866-374-9442
Email Address:

Name and address where payment should be sent (if different from above):

THD America
190 Industrial Rd #2, Wrentham, MA 02093

Telephone number: 866-374-9442
Email Address: CREDIT@THDAMERICA.com

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. **Amount of Claim as of Date Case Filed (May 29, 2013): $** 6532.47

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

FILED - 81036
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

2. **Basis for Claim:** GOODS SOLD
(See instruction #2)

3. **Last four digits of any number by which creditor identifies Debtor:** S S M 1

3a. **Debtor may have scheduled account as:** _____ (See instruction #3a)

3b. **Uniform Claim Identifier (optional):** _____ (See instruction #3b)

4. **Secured Claim** (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: $ _____

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Basis for perfection: _____

Amount of Secured Claim: $ _____

Amount Unsecured: $ _____

5. **Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.**

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $ _____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. **Claim Pursuant to 11 U.S.C. § 503(b)(9):** Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. $ 6532.47

7. **Credits.** The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (*See instruction #8, and the definition of "**redacted**"*)]

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

9. **Signature:** (See instruction #9) Check the appropriate box.

☒ I am the creditor ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: W. Barnett

Title: Gen. Mgr.

Company: THD America Inc

(Signature) (Date) 10/10/13

Address and telephone number (if different from notice address above):

THD America Inc.
190 Industrial Rd #2
Wrentham MA 02093

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A □SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website
As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

13-22840-rdd Doc 1135-22 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 20) Pg 29 of 38

THD America, Inc.
Aged Receivables
As of Oct 7, 2013

Filter Criteria includes: 1) IDs from SSM1 to SSM1; 2) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Customer ID / Customer / Bill To Contact / Telephone 1	Date	Invoice/CM #	Current	1-30	31-60	Over 60 days	Amount Due	Date Due	Age
SSM1	1/24/13	2191				6,514.28	6,514.28	2/23/13	256
Sound Shore Medical Ctr of Westc	1/24/13	2192				18.19	18.19	2/23/13	256
914-632-5000									
SSM1						**6,532.47**	**6,532.47**		
Sound Shore Medical Ctr of Westchester									
Report Total						**6,532.47**	**6,532.47**		

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

In re:	Chapter 11 Case
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,	Case No. 13- 22840 (RDD)
Debtors.	(Jointly Administered)

----------x

NOTICE OF DEADLINE REQUIRING FILING OF PROOFS OF CLAIM (INCLUDING CLAIMS UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE

The United States Bankruptcy Court for the Southern District of New York has entered an Order establishing (i) **September 16, 2013 at 4:00 p.m. (prevailing Eastern time)** as the last date for each person or entity (including individuals, partnerships, limited liability companies, corporations, joint ventures and trusts) to file a proof of claim based on prepetition claims, including claims under section 503(b)(9) of the Bankruptcy Code, and (ii) **November 25, 2013 at 4:00 p.m. (prevailing Eastern time)** as the last date for each governmental unit to file a proof of claim based on prepetition claims, as against any of the following Debtors:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in Last 5 Years
Sound Shore Health System, Inc.	13-22844	13-4011398	N/A
Sound Shore Medical Center of Westchester	13-22840	13-1740117	N/A
The Mount Vernon Hospital, Inc.	13-22841	13-1740115	N/A
Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	23-7000781	N/A
NRHMC Services Corporation	13-22845	13-3769137	N/A
The M.V.H. Corporation	13-22843	13-3281514	N/A
New Rochelle Sound Shore Housing, LLC	13-22846	13-1740117	N/A

The Bar Date and procedures set forth in the Order for filing proofs of claim apply to all claims against the Debtors that arose prior to May 29, 2013 (the "**Petition Date**"), the date on which the Debtors commenced their respective cases under chapter 11 of the Bankruptcy Code, except those holders of the certain claims listed in the Order that are specifically excluded from the Bar Date filing requirements ("**Excluded Claims**").

You MUST file a proof of claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from any of the Debtors' bankruptcy estates if you have a claim that arose prior to the Petition Date, and it is not one of the types of Excluded Claims described in the Order. Claims based on acts or omissions of the Debtors that occurred before the Petition Date (other than Excluded Claims) must be filed on or prior to the Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Filing Date.

For a copy of the Order and a sample proof of claim form, you may contact the Debtor's Claims Agent: GCG, Inc., P.O. Box 9982 Dublin, Ohio 43017-5982, by phone at (866) 300-1288, by email at SoundShoreInfo@gcginc.com, or visit their website at www.gcginc.com/cases/soundshore.

Except as provided for in the Order and herein, all proofs of claim must be filed **so as to be received on or before September 16, 2013 at 4:00 p.m. (Eastern time)** at the following address to:

IF BY MAIL:

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

IF BY HAND DELIVERY OR OVERNIGHT COURIER:

Sound Shore Medical Center of Westchester, *et al.*
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017
OR

IF BY HAND DELIVERY:

United States Bankruptcy Court, SDNY
300 Quarropas Street
White Plains, New York 10601
Attention: Clerk of the Court

Proofs of claim will be deemed filed only if received by the Bankruptcy Court **on or before 4:00 p.m. (prevailing Eastern Time)** on the Bar Date. Proofs of claim may not be delivered by facsimile, telecopy or electronic mail transmission.

ANY HOLDER OF A CLAIM THAT IS NOT EXCEPTED FROM THE AFOREMENTIONED FILING REQUIREMENTS OF THE COURT ORDER, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE BARRED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR CHAPTER 11 ESTATES, FROM VOTING ON ANY PLAN OF REORGANIZATION OR LIQUIDATION FILED IN THIS CASE, AND FROM PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CASES ON ACCOUNT OF SUCH CLAIM.

You may be listed as the holder of a claim against the Debtors in the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**"). Copies of the Debtor's Schedules are available for inspection on the Court's Internet Website at http://www.nysb.uscourts.gov. A login and password to the Court's Public Access to Electronic Court Records ("**PACER**") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov. Copies of the Schedules may also be examined between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday at the Office of the Debtor's Claims Agent GCG, Inc., 190 S. LaSalle St., Suite 1520, Chicago, IL 60603. Copies of the Debtor's Schedules may also be obtained on the website of GCG, Inc. at http://www.gcginc.com/cases/soundshore.

A holder of a possible claim against the Debtor should consult an attorney regarding any matters not covered by this notice, such as whether the holder should file a proof of claim.

Dated: Great Neck, New York
July 31, 2013

BY ORDER OF THE COURT

GARFUNKEL WILD, P.C.
Counsel to the Debtors
111 Great Neck Road
Great Neck, New York
(516) 393-2200

THD America
160 Industrial Rd #2
Wrentham MA 02093

Sound Shore Medical of Westchester
c/o G & G Inc
PO Box 9982
Dublin OH 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arisung between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
THOMPSON + BENDER LLC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP, INC. DEC 26 2013

Name and Addresses Where Notices Should be Sent:
1192 PLEASANTVILLE RD
BRIARCLIFF MANOR, NY
10510

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN)

3. DESCRIPTION OF CLAIM (IF KNOWN): PUBLIC RELATIONS SERVICES

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 5837.50 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

8 **Signature:** Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DEAN BENDER
Title: PARTNER
Company: _____
Address and telephone number (if different from notice address above).

_____ (Signature) 12/23/13 (Date)

Telephone number: 914 762-1900 email DEAN@THOMPSON-BENDER.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U S C §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND**: United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn. Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01068
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Thompson & Bender
1192 Pleasantville Road
Briarcliff Manor, NY 10510

13-22840-rdd Doc 1135-22 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 20) Pg 34 of 38

SOUNDSHORE MEDICAL
C/O GCG INC.
5151 BLAZER PARKWAY
SUITE A
DUBLIN, OHIO 43017

00 Claims 0 0 0

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
THOMPSON + BENDER LLC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. DEC 26 2013

Name and Addresses Where Notices Should be Sent
1192 PLEASANTVILLE RD
BRIARCLIFF MANOR, NY 10510

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN): PUBLIC RELATIONS SERVICES

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 7500.00 (Total)

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief

Print Name: DEAN BENDER
Title: PARTNER
Company: _____
Address and telephone number (if different from notice address above).

(Signature) 12/23/13 (Date)

Telephone number: 914-762-1900 email: DEAN@THOMPSON-BENDER.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01069
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

13-22840-rdd Doc 1135-22 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 20) Pg 37 of 38

Thompson & Bender
2192 Pleasantville Road
Briarcliff Manor, NY 10510

SOUNDSHORE MEDICAL
C/O GCG INC.
5151 BLAZER PARKWAY
SUITE A
DUBLIN, OHIO 43017

00 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
13-22840-rdd Doc 1135-22 (Part 20) Pg 38 of 38
fedex.com 1.800.GoFedEx 1.800.463.3339

FedEx Express US Airbill

FedEx Tracking Number 8730 9798 4902

Form ID No. 0215

Recipient's Copy

RECIPIENT: PEEL HERE

1 From This portion can be removed for Recipient's records.

Date 12/23/15 FedEx Tracking Number 873097984902

Sender's Name CAROL Phone 914 762-1900

Company THOMPSON & BENDER

Address 1192 PLEASANTVILLE RD Dept./Floor/Suite/Room

City BRIARCLIFF MANOR State NY ZIP 10510-1604

2 Your Internal Billing Reference T+B

3 To

Recipient's Name SOUNDSHORE MEDICAL Phone

Company C/O GCG INC.

Address 5151 BLAZER PARKWAY

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address SUITE A

Use this line for the HOLD location address or for continuation of your shipping address

City DUBLIN State OHIO ZIP 43017

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0423267019

8730 9798 4902

4a Express Package Service * To most locations. *Packages up to 150 lbs.*

- FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected
- FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available. ☒
- FedEx First Overnight — Earliest next business morning delivery to select locations.*
- FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. *Packages over 150 lbs.*

- FedEx 1Day Freight — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No.
- FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected
- FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available

5 Packaging * Declared value limit $500.

☒ FedEx Envelope* ☐ FedEx Pak* Includes FedEx Small Pak and FedEx Large Pak. ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

☐ SATURDAY Delivery NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 3Day Freight.

☐ No Signature Required — Package may be left without obtaining a signature for delivery

☐ Direct Signature — Someone at recipient's address may sign for delivery. *Fee applies.*

☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

Does this shipment contain dangerous goods?

One box must be checked.

☒ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required. ☐ Dry Ice Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. ☐ Cargo Aircraft Only

7 Payment *Bill to:*

☒ Sender ☐ Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Enter FedEx Acct. No. or Credit Card No. below

Obtain recip. Acct. No. ☐

Total Packages ____ Total Weight ____ lbs. Credit Card Auth. ____

†Our liability is limited to $100 unless you declare a higher value. See the current FedEx Service Guide for details.

605

Rev. Date 2/10 • Part #158279 • ©1994–2010 FedEx • PRINTED IN U.S.A. SRS

fedex.com 1.800.GoFedEx 1.800.463.3339

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
UpToDate, Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. JAN 28 2014

Name and Addresses Where Notices Should be Sent.
c/o Neal, Gerber & Eisenberg LLP
Attn: Kevin G. Schneider, Esq.
Two N. LaSalle Street, Suite 1700
Chicago, IL 60602
Ph: (312) 269-8000 Email: kschneider@ngelaw.com

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: Contract No.: 001-00-5170770

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify)_____

2. DATE DEBT WAS INCURRED (IF KNOWN): Subscription/License Agreement executed 12/31/2012 covering contract term 1/1/2013 - 12/31/2013

3. DESCRIPTION OF CLAIM (IF KNOWN):
Unpaid subscription/license fees for contract term covering post-petition period/Administrative Claim Period

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 11,547.94 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary. A copy of the relevant invoice is attached. A copy of the contract is not attached because it contains confidential information. However, a copy of the contract will be made available upon request.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Mark Clermont
Title: Chief Financial Officer
Company: UpToDate, Inc.

(Signature) 1/24/14 (Date)

Address and telephone number (if different from notice address above):
UpToDate, Inc
95 Sawyer Road
Waltham, MA 02453
Telephone number: (781) 392-2091 email: mark.clermont@wolterskluwer.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 81258
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Mirjana Mirkovic
Paralegal

Tel 312.269.5229
Fax 312.429.3513
mmirkovic@ngelaw.com

January 27, 2014

VIA OVERNIGHT DELIVERY

Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Re: *In re Sound Shore Medical Center of Westchester, et al.*
Case No. 13-22840(RDD)

To Whom It May Concern:

Enclosed are an original and two (2) copies of the proof of claim of UpToDate, Inc. for filing in the above-referenced case. Kindly acknowledge receipt of the proof of claim by returning a file-stamped copy of the claim in the enclosed self-addressed stamped envelope.

If you have any questions regarding this or any related issues, please feel free to contact me.

Very truly yours,

NEAL, GERBER & EISENBERG LLP

Mirjana Mirkovic
Paralegal

Enclosures

NGEDOCS: 2147235.1

95 Sawyer Road
Waltham, MA 02453-3471 USA
www.uptodate.com

INVOICE

Balance Due: ▶ $11,547.94 USD

Please disregard this invoice if you have remitted payment.

Billed to:

Daniel H Pomerantz
Sound Shore Medical Center of Westchester
Sound Shore Med Ctr
16 Guion Pl
New Rochelle, NY 10801-5502

Shipped to:

Daniel H Pomerantz
Sound Shore Medical Center of Westchester
Sound Shore Med Ctr
16 Guion Pl
New Rochelle, NY 10801-5502

ACCOUNT NUMBER	PURCHASE ORDER NUMBER	UPTODATE, INC TAX ID	ORDER DATE
159208	CONTRACT	04-3310941	December 31, 2012
INVOICE NUMBER	**INVOICE DATE**	**TAX REFERENCE/VAT #**	**PAYMENT TERMS**
4684585	January 01, 2013	001-005200008	Upon receipt

QUANTITY		UNIT PRICE	
	SITE LICENSE	27,715.00	27,715.00
	Contract Term: January 01, 2013 - December 31, 2013		
	Processing Fee		$0.00
	Sales Tax		$0.00

Order Total	$27,715.00 USD
Payments & Credits	$16,167.06 USD
Balance Due	**$11,547.94** USD

Please return this portion with payment.

Daniel Pomerantz
Account Number: 159208
Invoice Number: 4684585

Balance Due: ▶ $11,547.94 USD

□ Enclosed is my check (in U.S. dollars drawn on a U.S. bank). Please include your account number on your check.
□ Charge my credit card Visa Mastercard AMEX Discover

CARD NUMBER EXPIRATION DATE

SIGNATURE

□ **Change in contact information on back**

Part # 154250-354 FTRA 12/11 •

ORIGIN ID: CHIA (312) 269 5229
Mirkovic Mirjana
NEAL GERBER & EISENBERG LLP
2 N LA SALLE ST STE 2000

CHICAGO, IL 60602
UNITED STATES US

SHIP DATE: 27JAN14
ActWgt: 1 LB
System#: 255153/FXRS0775
Account: S 103162777

TO c/o GCG Inc.
Sound Shore Medical Center
5151 Blazer Parkway Suite A

Dublin, OH 43017

(614) 289 5400

FedEx
Express

CLS050107/22/23

Ref: 023855.0006
INV:
PO: Dept:

Delivery Address Barcode

BILL SENDER

PRIORITY OVERNIGHT

TRK# 5217 0422 1857

Form 0201

TUE
Deliver By
28JAN14

LCK A1

43017 -OH-US

XX OSUA

Administrative Expense

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT		**PROOF OF CLAIM**
Name of Debtor: NRHMC Services Corporation	Case Number: 13-22845 (RDD)	THE GARDEN CITY GROUP SEP 13 2013 COURT USE ONLY

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Urstadt Biddle Properties Inc

Name and address where notices should be sent:
Douglas M. Evans, Esq.
Kroll McNamara Evans & Delehanty, LLP
65 Memorial Rd, Suite 300 - West Hartford, CT 06107
Telephone number: (860) 561-7070 email: devans@kmelaw.com

☐ Check this box if this claim amends a previously filed claim.
Court Claim Number: _____ (*If known*)
Filed on: _____

Name and address where payment should be sent (if different from above):
Urstadt Biddle Properties Inc.
321 Railroad Ave
Greenwich, CT 06830 - Attn: Thomas D. Myers
Telephone number: (203) 863-8200 email: tmyers@ubproperties.com

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 5,288.54

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

FILED - 00589
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Lease
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	**3a. Debtor may have scheduled account as:** (See instruction #3a)	**3b. Uniform Claim Identifier (optional):** (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other **Describe:**

Basis for perfection: _____

Value of Property: $ _____

Amount of Secured Claim: $ _____

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable **(when case was filed)**

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S C § 507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

Amount entitled to priority:

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☑ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(2).

$ 5,288.54

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain.

8. Signature: (See instruction #8)

Check the appropriate box

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Thomas D. Myers
Title: Executive Vice President
Company: Urstadt Biddle Properties Inc.
Address and telephone number (if different from notice address above):
321 Railroad Ave
Greenwich, CT 06830

Telephone number: (203) 863-8200 email: tmyers@ubproperties.com

Thomas D. Myers 9/12/13
(Signature) (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien A claim also may be secured if the creditor owes the debtor money (has a right to setoff)

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

URSTADT BIDDLE PROPERTIES INC.

321 Railroad Avenue, Greenwich, Connecticut 06830
Tel: 203-863-8200 Fax: 203-861-6755 Web site: www.ubproperties.com
(New York Stock Exchange Symbols: UBA and UBP)

VIA FEDERAL EXPRESS:

September 12, 2013

Sound Shore Medical Center of Westchester, *et.al.*
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Re: Sound Shore Medical Center of Westchester and
NRHMC Services Corporation
Chapter 11, Case Nos. 13-22840 and 13-22845 (RDD)

Dear Sir or Madam:

Enclosed for filing please find one original Proof of Claim and corresponding original Addendum (Statement of Administrative Expense Claim) to the Proofs of Claim for each of the referenced Debtors, Sound Shore Medical Center of Westchester and NRHMC Services Corporation. Also enclosed are copies of each Proof of Claim and a self-addressed stamped envelope. Kindly file the original Proofs of Claim (with Addenda) and have the copies date-stamped and returned to me in the enclosed envelope.

Thank you in advance for your assistance.

Very truly yours,
Urstadt Biddle Properties Inc.

By: Thomas D. Myers
Thomas D. Myers
Executive Vice President

TDM/brc
Enclosures
cc: Douglas Evans, Esq. (via email w/encl.)
Willing L. Biddle (via email w/encl.)

UBA
UBP
Listed
NYSE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
NRHMC SERVICES CORPORATION	Case No. 13-22845 (RDD)
Debtor.	(Jointly Administered)

STATEMENT OF CHAPTER 11
ADMINISTRATIVE EXPENSE CLAIM AND REQUEST FOR PAYMENT

1. All communications regarding this proof of claim of Urstadt Biddle Properties Inc. ("Urstadt Biddle") should be addressed to: Douglas M. Evans, Esq., Kroll McNamara Evans & Delehanty, LLP, 65 Memorial Road – Suite 300, West Hartford, Connecticut 06107, Telephone (860) 561-7070.

2. Urstadt Biddle, as landlord, leased premises located at the Pelham Manor Shopping Center, Pelham, New York to NRHMC Services Corporation ("Debtor"), as tenant, pursuant to a certain Lease Agreement dated April 11, 2012 (the "Lease"). After this case was filed on May 29, 2013 (the "Petition Date"), the Debtor failed to pay certain Minimum Rent, Common Area Costs, real estate taxes, late fees and returned check charges due and owing to Urstadt Biddle under the Lease.

3. By reason of the foregoing, Urstadt Biddle asserts a Chapter 11 administrative expense claim in the aggregate sum of $5,288.54 (which consists of $3,699.76 for Minimum Rent,

$451.44 for Common Area Charges[1], and $616.00 for real estate taxes (each for September 2013), as well as $471.34 for accumulated late charges and $50.00 for returned check charges) for amounts due under the Lease, and requests payment in such amount.

4. Urstadt Biddle reserves its right to amend or further supplement this proof of claim in all respects including, but not limited to, asserting a claim or claims for additional amounts due and/or claims based on alternative theories or liabilities. Urstadt Biddle further reserves the right to assert or file additional administrative expense claims or other priority claims, or to assert all or part of this claim as a pre-petition claim if it is determined by final order of a court with jurisdiction that any part of this claim is not a post-petition administrative expense claim. Urstadt Biddle reserves the right to assert any additional post-petition administrative expense claims for post-petition Minimum Rent, Common Area Charges, real estate taxes, and any other amounts due under the Lease. This statement is without prejudice to Urstadt Biddle's separate unsecured claim set forth in a Proof of Claim filed on August 28, 2013.

5. Filing of this proof of claim is not (a) a waiver or release of Urstadt Biddle's rights against any person, entity or property; (b) a consent by Urstadt Biddle to the jurisdiction of this Court with respect to proceedings, if any, commenced in the case against or otherwise involving Urstadt Biddle; (c) a waiver or release of Urstadt Biddle's right to trial by jury in any proceeding as to any and all matters so triable herein, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. §157(b)(2); (d) a waiver or release of Urstadt Biddle's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; or (e) an election of remedy.

6. A copy of the Lease is available upon request.

[1] This estimated amount is subject to applicable year-end reconciliation and may increase. Urstadt Biddle reserves the right to revise its claim, particularly as to Common Area Costs, upon any applicable year-end reconciliation and any other changes to the amount owned under the Lease

WHEREFORE, Urstadt Biddle respectfully requests that this Court enter an order allowing and directing payment of its administrative expense claim in the full amount of $5,288.54.

Dated: Greenwich, Connecticut
September 12, 2013

By: Thomas D. Myers

Thomas D. Myers
Executive Vice President

From: (203) 863-8227 Origin ID: YAKA
Nicole Lamoreaux

Urstadt Biddle Properties Inc.
321 Railroad Avenue
Greenwich, CT 06830

FedEx Express

J13201306280326

Ship Date: 12SEP13
ActWgt: 1.0 LB
CAD: 104878159/INET3430

Delivery Address Bar Code

SHIP TO: (203) 863-8200 BILL SENDER

Sound Shore Medical Center of West.
c/o GCG, Inc.
5151 Blazer Parkways
Suite A
DUBLIN, OH 43017

Ref #
Invoice #
PO #
Dept #

RT 219 3 A
ST 16
9520 09.13

FRI - 13 SEP AA
NDARD OVERNIGHT

TRK# 7966 7388 9520
0201

ASR
43017
OH-US
LCK

XX OSUA

51AG1/9256/1A9E

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
DANIEL VALLARIO

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent:
DANIEL VALLARIO
144 MEADOW LANE
NEW ROCHELLE, N.Y. 10805

Check here if this claim: ☐ replaces or ☒ amends a previously filed administrative expense claim.
Claim Number (if known): 643
Dated: 9/13/2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 017

1. BASIS FOR CLAIM
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☒ Retiree Benefits as Defined in 11 U.S.C § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): APROX 9/10/2013

3. DESCRIPTION OF CLAIM (IF KNOWN): (1) GRANDFATHERED PENSION (SEE ATTACHED) (2) VALUE OF LIFE INS. & (3) VALUE OF HEALTH INS.

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $33,340.82 (Total)
(1) 8,652.82
(2) 12,500.00
(3) 12,188.00

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DANIEL VALLARIO
Title: BUYER - RETIRED
Company: SOUND SHORE MED. CTR
Address and telephone number (if different from notice address above)

Daniel Vallario (Signature) 12/23/13 (Date)

FILED - 01082
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Telephone number: (914) 837-9670 email: CGVALLARIO@GMAIL.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

Paperwork attached is for grandfathered pension only
Both Roxbury at Sound Shore Human Resources provided value of life ins & Health ins.

SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE (the "Agreement and Release"), by and between [**Daniel Vallario**], residing at [**144 Meadow Lane, New Rochelle, NY 10805**] (the "Employee") and the Sound Shore Medical Center, located at 16 Guion Place, New Rochelle, NY 10802, and all of its predecessors, successors, parent corporations, subsidiaries, affiliates, and each of their employees, officers, directors, and fiduciaries (the "Medical Center").

WITNESSETH:

WHEREAS, the Medical Center has the sole discretion to make both "regular" employer contributions and "special grandfathered participant" contributions pursuant to the terms of the Sound Shore Medical Center of Westchester Retirement Plan (the "Plan"); and

WHEREAS, the Medical Center has not made either regular employer contributions or special grandfathered participant contributions with respect to Plan years beginning on or after January 1, 2005 and may or may not make, in its sole discretion, regular and/or special grandfathered participant contributions after the date of this Agreement and Release; and

WHEREAS, the Employee was a participant in the Plan while the Employee was employed with the Medical Center; and

WHEREAS, the Employee will terminate employment with the Medical Center on [**12/31/12**] and such termination will be a Separation from Service within the meaning of Treasury Regulation Section 1.409A-1(h)(i); and

WHEREAS, the Employee and the Medical Center have agreed that the terms of this Agreement and Release satisfy the Explanation of the Special Grandfathered Participant Provisions and provide recognition for the Employee's prior service with the Medical Center;

WHEREAS, the Employee agrees that while payments are being made under this Agreement, the Employee will not be employed by the Sound Shore Health System or its affiliated entities; and

WHEREAS, the parties desire to set forth their agreement and their respective rights and obligations in regard to the Explanation of the Special Grandfathered Participant Provisions to comply with Section 409A of the Internal Revenue Code of 1986 (the "Code") and to qualify as a severance pay arrangement under Section 457(e)(11) of the Code;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties, intending to be legally bound, agree as follows:

1. Benefits and Restrictions. In consideration of the Employee's promises as set forth in this Agreement and Release, and provided that Employee signs this Agreement and

Release and does not revoke the Employee's signature of this Agreement and Release so that such Release becomes irrevocable on or before January 23, 2013:

(a) The Medical Center shall pay to the Employee (or the Employee's designated beneficiary under the Plan, in the event of the Employee's death) the amount of [____**$30,903.16**_____], in lieu of any additional regular or special grandfathered participant contributions that the Medical Center, subject to its discretion, may make in the future under the Plan on behalf of special grandfathered participants for any Plan year. Payment of such supplemental benefit shall be net of any applicable withholding taxes and shall be paid in equal installments in accordance with the normal payroll practices of the Medical Center from January 1, 2013 through December 31, 2013 on the payment dates specified in Appendix A. All amounts payable to the Employee hereunder shall be made no later than December 31, 2013.

(b) Notwithstanding the provisions of Paragraph 1(a) of this Agreement and Release to the contrary, if:

(i) The Medical Center makes a regular or special grandfathered participant contribution, in its sole discretion, after the date this Agreement and Release is signed by all parties, on behalf of special grandfathered participants under the Plan; and

(ii) It is determined that any part of such contribution is allocable to the Employee and/or the Employee's account under the Plan (if any), the Employee agrees, on behalf of the Employee and, in the event of the Employee's death, on behalf of the Employee's estate or beneficiaries, to refund this benefit, in an amount equivalent to the allocation made to the Employee and/or the Employee's account under the Plan (less any amount of income taxes, if any, previously paid by the Employee on the amount to be refunded) within thirty (30) days after the Plan pays out the allocation to the Employee, the Employee's estate, the Employee's beneficiaries, and/or the Employee's account under the Plan.

(c) The Employee agrees that while payments are being made under this Agreement, the Employee will not become employed by the Sound Shore Health System or its affiliated entities.

2. Release. In consideration of the Medical Center's payment of the benefits identified in Section 1(a) and (b) of this Agreement and Release, to which the Employee would not otherwise be entitled, the Employee agrees to generally release and discharge the Medical

Center and all of its officers, agents, governors, employees, fiduciaries, subsidiaries, attorneys, parent corporations, affiliates, and related entities, and their present and former affiliates, successors, and assigns and the Plan and its Trustees and Administrator (together, the "Released Parties"), from any and all manner of legal actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, and demands whatsoever which the Employee, or the Employee's agents, heirs, executors, administrators, beneficiaries, and assigns may now have or have had, whether known or unknown, against the Released Parties arising out of or by reason of any cause, matter, or thing whatsoever from the beginning of the world to the date hereof, including without limitation any and all matters relating to the Employee's employment by the Medical Center and the cessation thereof; the Employee's employee benefits, including the Employee's Plan benefits and any claim to a future or additional contribution made to the Plan by the Medical Center after the date all parties sign this Agreement and Release; and all matters arising under any federal, state, or local statute, rule or regulation or principle of contract law or common law. The claims against the Medical Center which the Employee hereby releases include, but are not limited to, the following:

(a) Any action or cause of action asserted or which could have been asserted under the Age Discrimination in Employment Act of 1967, as amended; Title VII of the Civil Rights Act of 1964, as amended; the New York Human Rights Law; the Employee Retirement Income Security Act of 1974, as amended; the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Uniformed Services Employment and Reemployment Rights Act of 1994; the Family Medical Leave Act; and the Equal Pay Act;

(b) All claims arising under the United States or New York Constitutions;

(c) All common law claims including claims for wrongful discharge, public policy claims, retaliation claims, whistleblower claims, claims for breach of an express or implied contract, claims for breach of an implied covenant of good faith and fair dealing, intentional infliction of emotional distress, defamation, conspiracy, loss of consortium, tortious interference with contract or prospective economic advantage, and negligence;

(d) All claims for any compensation including back wages, front pay, bonuses or awards, fringe benefits, reinstatement, retroactive seniority, additional contributions to any pension or retirement plan, or any other form of economic loss;

(e) All claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, liquidated damages, and punitive damages; and

(f) All claims for costs and attorneys' fees.

3. Confidentiality. The Employee agrees that the terms and conditions of this Agreement and Release are confidential and that the Employee will not disclose the existence of this Agreement and Release or any of its terms to any third parties, other than the Employee's spouse, attorney, tax professional, or as required by law or as may be necessary to enforce this Agreement and Release, provided that the Employee informs such person of this provision requiring confidentiality and such person agrees to be bound by its terms. The Employee agrees that a breach of this provision voids the Medical Center's obligations hereunder.

4. Representation of Non-Legal Action. The Employee represents and warrants that the Employee has not filed any charges, claims, or complaints of any kind seeking personal recovery or injunctive relief against the Released Parties with respect to any matter, including but not limited to, the Employee's employment with the Medical Center and/or the separation of that employment. The Employee promises never to file a lawsuit asserting any claim or demand against the Released Parties, including claims filed in state or federal court that arise from or are related to any claim that is within the scope of this Agreement and Release, or claims arising from or related to the Employee's employment with the Medical Center or the termination of that employment. Nothing contained in this paragraph shall prohibit the Employee from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission ("EEOC") or a state Fair Employment Practices Agency (except that the Employee acknowledges that the Employee may not recover any monetary benefits in connection with such claim, charge, or proceeding). Notwithstanding anything in this paragraph to the contrary, this provision does not affect the Employee's legal obligation, if any, to appear as a witness if subpoenaed for examination before trial or subpoenaed for trial or hearing.

5. Acknowledgement of Voluntariness. The Employee warrants that the Employee is entering into this Agreement and Release voluntarily, and that, except as set forth in this Agreement and Release, no promises or inducements for this Agreement and Release have been made, and the Employee is entering into this Agreement and Release without reliance upon any statement or representation by any of the Released Parties or any other person, concerning any fact material hereto. The Employee acknowledges that the consideration the Employee is receiving in exchange for executing this Agreement and Release is greater than that which the Employee would be entitled to in the absence of such Agreement and Release.

6. Recommendation to Consult with Legal Counsel. The Medical Center hereby advises the Employee that the Employee should consult with an attorney prior to signing this Agreement and Release. The Employee states that the Employee has had an opportunity to read, review, and consider all of the provisions of this Agreement and Release; that the Employee has had a reasonable amount of time to consider the Agreement and Release; that the Employee understands its provisions and its final and binding effect on the Employee; and that the Employee is accepting the benefits offered to the Employee and is entering into this Agreement and Release freely, voluntarily, and without duress or coercion.

7. Review and Revocation Timeframe and Procedures. The Employee understands that the Employee has twenty-one (21) calendar days within which to consider the Agreement and Release before signing it. The Employee also understands that the Employee is free to use as much of the twenty-one (21) day period as the Employee wishes or considers necessary before deciding to sign the Agreement and Release. The Employee also understands that after signing this Agreement and Release, the Employee may revoke the Employee's signature within seven (7) calendar days by delivering written notification of that revocation to Mr. Dennis Ashley, Senior Vice President of Human Resources, Sound Shore Medical Center, 16 Guion Place, New Rochelle, NY 10802. If the Employee has not revoked the Employee's signature of this Agreement and Release by written notice delivered within the seven (7) calendar day period, it becomes effective immediately thereafter.

8. General Provisions.

(a) Severability. If any provision of this Agreement and Release is invalid, illegal, or unenforceable in any respect, the remainder of the provisions of this Agreement and Release will remain in effect, and each and every other provision of this Agreement and Release shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

(b) Entire Agreement. This Agreement and Release constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements (including the Explanation of the Special Grandfathered Participant Provisions) or understandings between the parties arising out of or relating to the Employee's employment and the cessation thereof. This Agreement and Release cannot be modified, amended, waived, or terminated, in whole or in part, except in writing signed by both parties.

(c) Waiver and Amendments. This Agreement and Release may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power, or privilege nor any single or partial exercise of any such right, power, or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

(d) Withholding of Taxes. The Medical Center is authorized to withhold from any benefit provided or payment due hereunder the amount of withholding taxes due any federal, state, or local authority in respect of such benefit or payment and to take such

other action as may be necessary in the opinion of the Medical Center to satisfy all obligations for the payment of such withholding taxes. The Employee understands and acknowledges that the Employee is solely responsible and liable for the payment of any and all other local, State or federal taxes due in connection with the payment of any benefit under the Agreement and Release.

(e) Governing Law. This Agreement and Release shall be governed by the law of the State of New York, without giving effect to the principles of conflicts of law.

(f) Counterparts. This Agreement and Release may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument.

(g) Headings. The headings in this Agreement and Release are included for convenience of reference only and shall not affect the interpretation of this Agreement and Release.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Release as of the 27th day of December, 2012.

[_____]

BY: _____

DATE: 12/27/12

Emy Velez
Reg. No. 01VE6239601
Expires- 5/9/2015

SOUND SHORE MEDICAL CENTER

BY: _____
Dennis Ashley

DATE: 12/26/12

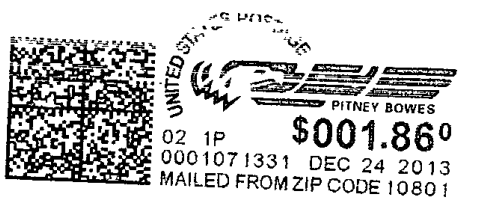
Emy Velez
Reg. No 01VE6239601
Expires 5/9/2015

Appendix A

PAY DATES
1/24/2013
2/7/2013
2/21/2013
3/6/2013
3/20/2013
4/3/2013
4/17/2013
5/1/2013
5/15/2013
5/29/2013
6/12/2013
6/26/2013
7/10/2013
7/24/2013
8/7/2013
8/21/2013
9/4/2013
9/18/2013
10/2/2013
10/16/2013
10/30/2013
11/13/2013
11/27/2013
12/11/2013
12/25/2013

13-22840-rdd Doc 1135-23 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 21) Pg 21 of 51

VALLARIO
844 MEADOW LANE
NEW ROCHELLE, N.Y. 10805



SOUND SHORE MEDICAL CENTER
C/O GCG, INC.
P.O. BOX 9982
DUBLIN, OH 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/aHelen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
DANIEL VALLARIO

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 13 2014

Name and Addresses Where Notices Should be Sent:
144 MEADOW LA.
NEW ROCHELLE, N.Y. 10805

Check here if this claim: ☒ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): See attached
Dated:

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
0112

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) GRANDFATHERED PENSION
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify):

2. DATE DEBT WAS INCURRED (IF KNOWN): 9/10/2013

3. DESCRIPTION OF CLAIM (IF KNOWN): GRANDFATHERED PENSION (SEE ATTACHED)

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. $ 8,652.82 (Total) THIS IS BALANCE SINCE BANKRUPTCY WAS FILED

5 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name:
Title:
Company:
Address and telephone number (if different from notice address above):

Daniel Vallario (Signature) 1/6/2014 (Date)

Telephone number: email: CGVALLARIO@GMAIL.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohi 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United State Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WIL NOT BE ACCEPTED.

FILED - 01151
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

6680

DANIEL VALLARIO - 091518

DATE				BALANCE
				$ 30,903.16
01/12/13			$ 1,236.13	$ 29,667.03
01/26/13			$ 1,236.13	$ 28,430.90
02/09/13			$ 1,236.13	$ 27,194.77
02/23/13			$ 1,236.13	$ 25,958.64
03/09/13			$ 1,236.13	$ 24,722.51
03/23/13			$ 1,236.13	$ 23,486.38
04/06/13			$ 1,236.13	$ 22,250.25
04/20/13			$ 1,236.13	$ 21,014.12
05/04/13			$ 1,236.13	$ 19,777.99
05/18/13			$ 1,236.13	$ 18,541.86
06/01/13			$ 1,236.13	$ 17,305.73
06/15/13			$ 1,236.13	$ 16,069.60
06/29/13			$ 1,236.13	$ 14,833.47
07/13/13			$ 1,236.13	$ 13,597.34
07/27/13			$ 1,236.13	$ 12,361.21
08/10/13			$ 1,236.13	$ 11,125.08
08/24/13			$ 1,236.13	$ 9,888.95
09/07/13			$ 1,236.13	$ 8,652.82
09/21/13				$ 8,652.82
10/05/13				$ 8,652.82
10/19/13				$ 8,652.82
11/02/13				$ 8,652.82
11/16/13				$ 8,652.82
11/30/13				$ 8,652.82
12/14/13				$ 8,652.82

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
DANIEL VALLARIO

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent
DANIEL VALLARIO
144 MEADOW LANE
NEW ROCHELLE, N.Y. 10805

Check here if this claim ☐ replaces or ☒ amends a previously filed administrative expense claim
Claim Number (if known): 643
Dated: 9/13/2013

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 0117

1. BASIS FOR CLAIM
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)
☐ Money loaned ☐ Taxes ☒ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify):

2. DATE DEBT WAS INCURRED (IF KNOWN): APPROX 9/10/2013

3. DESCRIPTION OF CLAIM (IF KNOWN): (1) GRANDFATHERED PENSION (SEE ATTACHED) (2) VALUE OF LIFE INS. & (3) VALUE OF HEALTH INS.

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $33,340.82 (Total)
(1) 8,652.82
(2) 12,500.00
(3) 12,188.00

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

COPY

8. **Signature:** Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: DANIEL VALLARIO
Title: BUYER - RETIRED
Company: SOUND SHORE MED. CTR
Address and telephone number (if different from notice address above):

Daniel Vallario (Signature) 12/23/13 (Date)

FILED - 01082
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Telephone number: (914) 837-9670 email: CGVALLARIO@GMAIL.COM

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

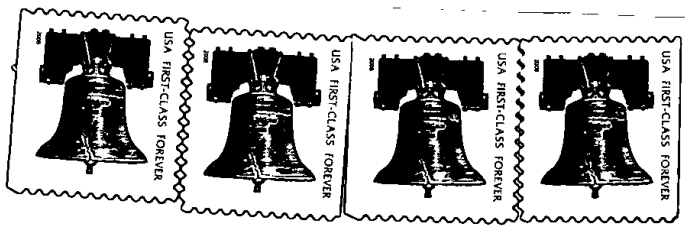
The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601, Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

Paperwork attached is for grandfathered pension only
Both Rodney at Sound Shore Human Resources provided value of life ins & Health ins.

13-22840-rdd Doc 1135-23 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims (Part 21) Pg 25 of 51

VALLARIO
144 MEADOW LANE
NEW ROCHELLE, NY 10805



SOUND SHORE MEDICAL CTR of WEST,
c/o GCG, INC.
P.O. Box 9982
DUBLIN, OHIO 43017-5982

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period") THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☑ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home. d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Sharif Washington

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 30 2014

Name and Addresses Where Notices Should be Sent:
Rice & Rice Attorneys at Law
270 North Avenue Suite 202
New Rochelle, New York 10801

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☑ Other (Specify): Medical Malpractice

2. DATE DEBT WAS INCURRED (IF KNOWN): June 15, 2010

3. DESCRIPTION OF CLAIM (IF KNOWN): Medical Malpractice

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 500,000.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. Signature: Check the appropriate box.
☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief

Print Name: J. Roger Rice
Title: Partner
Company: Rice & Rice Attorneys at Law
Address and telephone number (if different from notice address above):

(Signature) (Date) 1/26/14

Telephone number: 914 633-9200 email: ricelaw@aol.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01287
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Gmail by Google

Pilar Atterberry <paralegalricelaw@gmail.com>

Fwd: NYSCEF: Westchester - Medical Malpractice <SUMMONS + COMPLAINT> (Sharif Washington - v. - Sound Shore Medical Center et al) Confirmation Of EFiling

1 message

Jordan Rice <jordan@nyricelaw.com> Wed, Oct 17, 2012 at 4:01 PM
To: Pilar Atterberry <paralegalricelaw@gmail.com>, Dad <ricelaw@aol.com>

Sent from my iPhone. Please excuse any typos.

Begin forwarded message:

From: "9wesef@courts.state.ny.us" <9wesef@courts.state.ny.us>
Date: October 17, 2012, 4:01:03 PM EDT
To: Jordan Rice <jordan@nyricelaw.com>
Subject: NYSCEF: Westchester - Medical Malpractice <SUMMONS + COMPLAINT> (Sharif Washington - v. - Sound Shore Medical Center et al) Confirmation Of EFiling

Westchester County Supreme Court

Notification - 10/17/2012

This is an AUTOMATED response for Supreme Court / Court of Claims cases.
The NYSCEF web site has received document(s) from the filing user, **JORDAN RICE**, for case/claim number

NOT ASSIGNED

E-mail Notifications Sent to:

RICE, JORDAN - jordan@NYRicelaw.com

Please retain this notification for your records.

Case Caption: **Sharif Washington - v. - Sound Shore Medical Center et al**

Judge: **NOT ASSIGNED**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X INDEX NO.: 68016/2012

SHARIF WASHINGTON

Plaintiff (s),

AFFIDAVIT OF SERVICE

-against-

SOUND SHORE MEDICAL CENTER AND
HILTON MIRELS, M.D.

----------X

STATE OF NEW YORK, COUNTY OF WESTCHESTER).SS

Kwamain Dixon, being duly sworn deposes and says: that deponent is not a party to this action is over 18 years of age and resides in New York State.

That on 10-17-2012, at 3:09pm a.m./(p.m). I served the within Summons With Notice and Verified Complaint, on the following Defendant:

Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10801

Via personally service upon John P Mamangakis (Jade), whose title is Senior vice President, Operations

Description:

SEX	SKIN COLOR	HEIGHT	WEIGHT	HEIGHT	HAIR COLOR
M	White	5'11	150	5'11	Salt & Pepper

The above address being the usual place of business or dwelling of the above referenced Defendant.

KWAMAIN DIXON

Sworn to before me this
19th of October, 2012

Notary Public

PILAR WYNN ATTERBERRY
NOTARY PUBLIC STATE OF NEW YORK
01WY6108023 QUAL IN WESTCHESTER CO
COMMISSION EXPIRES APRIL 16, 2014

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X **INDEX NO.:** 68016/2012

SHARIF WASHINGTON

Plaintiff (s),

AFFIDAVIT OF SERVICE

-against-

SOUND SHORE MEDICAL CENTER AND
HILTON MIRELS, M.D.

----------X

STATE OF NEW YORK, COUNTY OF WESTCHESTER).SS

Kwamain Dixon being duly sworn deposes and says: that deponent is not a party to this action is over 18 years of age and resides in New York State.

That on 10-19-2012, at 9:25 a.m./p.m. I served the within Summons With Notice and Verified Complaint, on the following Defendant:

Hilton Mirels, MD.
116 5th Avenue
Pelham, New York 10803

Via personally service upon Mariela Ramirez, whose title is Receptionist

Description:

SEX	SKIN COLOR	HEIGHT	WEIGHT	HEIGHT	HAIR COLOR
F	Light Skn		100		Black

The above address being the usual place of business or dwelling of the above referenced Defendant.

KWAMAIN DIXON

Sworn to before me this

19 of October, 2012

Notary Public

PILAR WYNN ATTERBERRY
NOTARY PUBLIC STATE OF NEW YORK
01WY6108923 QUAL IN WESTCHESTER CO
COMMISSION EXPIRES APRIL 19, 2016

Gmail by Google

Pilar Atterberry <paralegalricelaw@gmail.com>

Fwd: NYSCEF: Westchester - Medical Malpractice <SUMMONS + COMPLAINT> (Sharif Washington - v. - Sound Shore Medical Center et al) Confirmation Of EFiling

1 message

Jordan Rice <jordan@nyricelaw.com> Wed, Oct 17, 2012 at 4:01 PM
To: Pilar Atterberry <paralegalricelaw@gmail.com>, Dad <ricelaw@aol.com>

Sent from my iPhone. Please excuse any typos.

Begin forwarded message:

From: "9wesef@courts.state.ny.us" <9wesef@courts.state.ny.us>
Date: October 17, 2012, 4:01:03 PM EDT
To: Jordan Rice <jordan@nyricelaw.com>
Subject: NYSCEF: Westchester - Medical Malpractice <SUMMONS + COMPLAINT> (Sharif Washington - v. - Sound Shore Medical Center et al) Confirmation Of EFiling

Westchester County Supreme Court

Notification - 10/17/2012

This is an AUTOMATED response for Supreme Court / Court of Claims cases.
The NYSCEF web site has received document(s) from the filing user, **JORDAN RICE**, for case/claim number

NOT ASSIGNED

E-mail Notifications Sent to:

RICE, JORDAN - jordan@NYRicelaw.com

Please retain this notification for your records.

Case Caption: **Sharif Washington - v. - Sound Shore Medical Center et al**

Judge: **NOT ASSIGNED**

If the parties submit this form 3 business days prior to the scheduled preliminary conference date, completed and executed by all parties, and the Court finds no problems, counsel need not appear. This form may be sent by mail, facsimile to (914)995-2194 or by email to PreliminaryConferenceWestchester@courts.state.ny.us. Pursuant to 22 NYCRR §202.19, all disclosure must be completed within 8, 12 or 15 months in expedited, standard and complex cases, respectively. If this form is not properly completed and submitted in advance, the conference shall take place as scheduled.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER
PRELIMINARY CONFERENCE PART

----------x

Sharif Washington
Plaintiff(s),

-against-

Sound Shore Medical and Hilton Mirels M.D.

Defendant(s).

----------x

PRELIMINARY CONFERENCE STIPULATION

Index No.: 68016/12

Date RJI Filed:

It is hereby STIPULATED by and between all parties to the within action that disclosure shall proceed and be completed as follows:

(1) Nature of Case:

a. DCM track: ☐ Standard (12 Mos.) ☐ Complex (15 mos.) ☐ Expedited (8 mos.)

b. Plaintiff(s) Claims: Medical Malpractice

c. Defendant(s) Claims and Defenses: TP was properly treated

(2) Insurance Coverage:

If not yet provided, by 6/15/13 shall disclose in writing the existence and contents of any insurance agreement as described in CPLR §3101(f) on or before ____
N/A ☐ Previously provided ☐

(3) Bill of Particulars:

a. A Demand for a Bill of Particulars shall be served by ____ on or before ____.
b. A Bill of Particulars shall be served by N/A for Sound Shore Medical Center on or before 5/20/13.
c. A Supplemental Bill of Particulars shall be served by 6/15/13 as to items 12, 9a, 16; 17 and 20 on or before 6/15/13.

TT hereby agrees to remove all "including but not limited to" language from the Bill of Particulars"

(4) Medical Records and authorizations:

On or before 5/20/13, duly executed written authorizations shall be furnished by ____ for the following:
- ✓ Physician, and/or hospital, and/or autopsy records;
- ___ Employment records for the period ____;
- ___ No-fault file;
- ✓ Other (specify) collateral source including medicaid if applicable.

(5) Physical Examinations:

a. Examination of TT shall be held on or before as per CPLR.
b. Pursuant to 22 NYCRR §202.17(b), at least 20 days before such examination, TT shall serve upon all other parties copies of the medical reports of those physicians who have previously treated or examined him/her.
c. A copy of the examining physician's report shall be furnished to all parties on w/i 45 days of exam by A Defendant or within 45 days of the examination.

(6) Depositions:

a. Examinations before trial shall be conducted as follows (priority shall be in accordance with CPLR§3106 unless otherwise agreed or ordered):
Plaintiff(s) shall appear for examination before trial at 9/4/13 TT's atty office on 9/4/13, at 10 a.m./p.m. and shall produce all relevant books, papers, records, and other

material for use at the deposition, including _____.

Defendant(s) shall appear for examination before trial at _____ on _____, at _____ a.m./p.m. and shall produce all relevant books, papers, records, and other material for use at the deposition, including _____.

b. Attorneys seeking rulings on objections or making application for any other relief pertaining to the depositions shall communicate with the Preliminary Conference Part by telephone conference call for a determination and shall make no motion in the absence of a conference with the Court and a good faith effort to resolve the matter without unnecessary motion practice.

c. Once begun, a deposition shall continue until completed and shall not be adjourned without further order of the Court, unless all parties agree that the adjournment of such deposition does not delay or otherwise impede any party's ability to perform or enforce any of the terms of this Stipulation.

d. The transcript of an examination before trial shall be delivered to the party deposed within forty-five (45) days of the deposition, and shall be returned, duly executed thereafter pursuant to CPLR 3116 (a).

e. Depositions of all parties shall be completed on or before 11/18/13.

f. Depositions of all non-party witnesses shall be completed on or before 11/18/13.

(7) Other Disclosure:

a. On or before 6/15/13, all parties shall exchange names and addresses of all witnesses, and shall exchange statements of opposing parties and photographs, or if none, shall so state in writing.

b. All parties shall exchange information relating to expert witnesses in compliance with CPLR §3101 and the governing case law.

c. Demands for Discovery and Inspection (CPLR §3120)shall be served on or before as per CPLR.

d. All responses to Discovery and Inspection demands shall be served no later than as per CPLR after receipt of the opposing party's demands.

e. Objections to disclosure, inspection or examination shall be made in conformity with the provisions of CPLR §3122.

f. Supplemental Demands for Discovery and Inspection may be served with respect to items as to which the demanding party could not reasonably have demanded in such party's prior Demand(s) for Discovery and Inspection, provided such Supplemental Demands are served at least twenty (20) days (or if service is by mail twenty-five [25] days) prior to the expiration of the time herein set forth for the completion of disclosure. Responses to such Supplemental Demands shall be served within the time provided by CPLR §3120, except that objections to Supplemental Demands shall be interposed sufficiently in advance of the time hereinafter set forth for the completion of disclosure so as to permit the demanding party a reasonable time to seek, and obtain a conference with the Court with respect to such objections and to request an extension of the time to complete disclosure.

g. All demands for production of books, documents, records and other writings relevant to the issues in this case shall be deemed to include a demand for production of any photograph, audiotape, videotape, computer disk or program and e-mail.
h. All Interrogatories shall be served on or before N/A. Responses shall be served in conformity with CPLR §3133.

(8) Additional Disclosure issues:

With respect to additional disclosure issues, the parties shall comply with the following agreement: Ti to respond to discovery demands of Ds served with their answers dated November 12, 2012. Yt to provide Medicaid / Medicaid lien payoff letters to extent applicable.

(9) Impleaders:

All third-party actions shall be commenced on or before 11/15/13.
Joinder of a third-party action beyond this date without leave of Court may result in a severance.

(10) Confidentiality/Non-Disclosure Agreement:

a. In the event that there is a need for a Confidentiality/Non-Disclosure Agreement prior to disclosure, the part(y) demanding same shall prepare and circulate the proposed agreement. If the parties cannot agree as to same, they shall promptly notify the Court. The failure to promptly seek a confidentiality agreement may result in a waiver of same (22 NYCRR §216.1). Any Confidentality/Non-Disclosure Agreement will be "so ordered" or entered as an Order of the Court only upon compliance with 22 N.Y.C.R.R. §216.1.
b. N/A anticipates the need for a Confidentiality Agreement and will prepare and circulate same on or before at this time as to the following issues: _____.

[To be filled in by Court]
COMPLETION OF DISCLOSURE:
ALL DISCLOSURE SHALL BE COMPLETED ON OR BEFORE_____.
Compliance Conference: Counsel for all parties shall appear at a compliance conference which shall be held in the Compliance Part on _____.

Pursuant to 22 NYCRR §202.28, the attorney for defendant is directed to file a stipulation or statement of discontinuance with the Court within (a) 30 days of the making of the payment required as a condition of the discontinuance; or (b) 30 days of the discontinuance in the event no payment is required as a condition of the discontinuance.

The failure of any party to perform any of the requirements contained in this Stipulation shall not excuse any other party from performing any other requirement contained herein. Failure to comply with any provision of this Stipulation may result in the imposition of costs, or sanctions, or other action authorized by law, including but not limited to contempt, dismissal and the striking of pleadings.

No adjournments of any time directive above shall be permitted without the permission of the Court. This stipulation supercedes the statutory stay in CPLR §3214 for dispositive motions made pursuant to CPLR §§3211, 3212, or 3213.

The contents and provisions of the foregoing proposed stipulation are agreed to, and the parties request that the Court order same.

Dated: 5/2/13

Attorneys for Plaintiff:
(Print Name) J. Roger Rice
(Signature) _____
Mailing Address:
270 North Avenue suite 202
New Rochelle N.Y. 10801
914-633-9200
Phone/Facsimile Number:
E-mail Address:
nyc.relaw@aol.com

Attorneys for Defendant:
(Print Name): _____
(Signature) _____
Mailing Address:
_____
Phone/Facsimile Number:
E-mail Address:

****

Attorneys for/or *pro se* party:
(Print Name)_____
(Signature) _____
Mailing Address:
_____
Phone/Facsimile Number:
E-mail Address:

Attorneys for/or *pro se* party:
(Print Name)_____
(Signature) _____
Mailing Address:
_____
Phone/Facsimile Number:
E-mail Address:

SO ORDERED:

_____
Hon. Joan B. Lefkowitz, J.S.C.

The failure of any party to perform any of the requirements contained in this Stipulation shall not excuse any other party from performing any other requirement contained herein. Failure to comply with any provision of this Stipulation may result in the imposition of costs, or sanctions, or other action authorized by law, including but not limited to contempt, dismissal and the striking of pleadings.

No adjournments of any time directive above shall be permitted without the permission of the Court. This stipulation supercedes the statutory stay in CPLR §3214 for dispositive motions made pursuant to CPLR §§3211, 3212, or 3213.

The contents and provisions of the foregoing proposed stipulation are agreed to, and the parties request that the Court order same.

Dated: 2/3/13

Attorneys for Plaintiff:
(Print Name) J. Roger Rice
(Signature)
Mailing Address:
270 North Ave # 202 New Rochelle NY 10801
914 633 9200 / 914 633 9291
Phone/Facsimile Number:
Rice Law at AOL.CoN
E-mail Address:

Karen Lawrence
by
Attorneys for Defendant:
(Print Name) Andrea Cru
(Signature)
Mailing Address:
600 White Plains Rd
Tarrytown NY 10591
Phone/Facsimile Number:
914 · 366 57 53
E-mail Address:
914 · 366 57 59

****

Attorneys for/or *pro se* party:
(Print Name)
(Signature)
Mailing Address:

Phone/Facsimile Number:

E-mail Address:

Attorneys for/or *pro se* party:
(Print Name)
(Signature)
Mailing Address:

Phone/Facsimile Number:

E-mail Address:

SO ORDERED:
Jon B. Lefkowitz
Hon. Joan B. Lefkowitz, J.S.C.

If the parties submit this form 3 business days prior to the scheduled preliminary conference date, completed and executed by all parties, and the Court finds no problems, counsel need not appear. This form may be sent by mail, facsimile to (914)995-2194 or by email to PreliminaryConferenceWestchester@courts.state.ny.us. Pursuant to 22 NYCRR §202.19, all disclosure must be completed within 8, 12 or 15 months in expedited, standard and complex cases, respectively. If this form is not properly completed and submitted in advance, the conference shall take place as scheduled.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER
PRELIMINARY CONFERENCE PART

----------x

Sharif Washington Plaintiff(s),

Sound Shore Medical and Hilton Mirels M.D. -against-

PRELIMINARY CONFERENCE STIPULATION

Index No.: 68016/12

Date RJI Filed: _____

Defendant(s).

----------x

It is hereby STIPULATED by and between all parties to the within action that disclosure shall proceed and be completed as follows:

(1) Nature of Case:

a. DCM track: ☐ Standard (12 Mos.) ☐ Complex (15 mos.) ☐ Expedited (8 mos.)

b. Plaintiff(s) Claims: Medical Malpractice

c. Defendant(s) Claims and Defenses: TT was properly treated

(2) Insurance Coverage:

If not yet provided, by 6/15/13
shall disclose in writing the existence and contents of any insurance agreement as described in CPLR §3101(f) on or before _____
N/A ☐ Previously provided ☐

(3) Bill of Particulars:

a. A Demand for a Bill of Particulars shall be served by _____
on or before _____.
b. A Bill of Particulars shall be served by ~~N/A for South Shore Medical Center~~
on or before ~~5/20/13~~.
c. A Supplemental Bill of Particulars shall be served by 6/15/13
as to items 12, 9a, 16, 17 and 20
on or before 7/15/13

TT hereby agrees to remove all "included but not limited to language from the Bill of Particulars"

(4) Medical Records and authorizations:

On or before 5/20/13, duly executed written authorizations shall be furnished by _____ for the following:
✓ Physician, and/or hospital, and/or autopsy records;
___ Employment records for the period _____;
___ No-fault file;
✓ Other (specify) collateral source including medicaid if applicable.

(5) Physical Examinations:

a. Examination of TT shall be held on or before as per CPLR.
b. Pursuant to 22 NYCRR §202.17(b), at least 20 days before such examination, TT shall serve upon all other parties copies of the medical reports of those physicians who have previously treated or examined him/her.
c. A copy of the examining physician's report shall be furnished to all parties on w/i 45 days of exam by A Defendant or within 45 days of the examination.

(6) Depositions:

a. Examinations before trial shall be conducted as follows (priority shall be in accordance with CPLR§3106 unless otherwise agreed or ordered):
Plaintiff(s) shall appear for examination before trial at ~~9/4/13~~ TT's atty office
on 9/4/13, at 10 a.m./p.m. and shall produce all relevant books, papers, records, and other

material for use at the deposition, including _____.

Sound Shore Defendant(s) shall appear for examination before trial at _____, on or before 10/4/13 _____, at _____ a.m./p.m. and shall produce all relevant books, papers, records, and other material for use at the deposition, including _____.

b. Attorneys seeking rulings on objections or making application for any other relief pertaining to the depositions shall communicate with the Preliminary Conference Part by telephone conference call for a determination and shall make no motion in the absence of a conference with the Court and a good faith effort to resolve the matter without unnecessary motion practice.

Dr Mirels on or before 10/22/13.

c. Once begun, a deposition shall continue until completed and shall not be adjourned without further order of the Court, unless all parties agree that the adjournment of such deposition does not delay or otherwise impede any party's ability to perform or enforce any of the terms of this Stipulation.

To do designate a witness from Sound Shore 45 days prior to EBT date.

d. The transcript of an examination before trial shall be delivered to the party deposed within forty-five (45) days of the deposition, and shall be returned, duly executed thereafter pursuant to CPLR 3116 (a).

e. Depositions of all parties shall be completed on or before 11/18/13.

f. Depositions of all non-party witnesses shall be completed on or before 11/18/13.

(7) Other Disclosure:

a. On or before 6/15/13, all parties shall exchange names and addresses of all witnesses, and shall exchange statements of opposing parties and photographs, or if none, shall so state in writing.

b. All parties shall exchange information relating to expert witnesses in compliance with CPLR §3101 and the governing case law.

c. Demands for Discovery and Inspection (CPLR §3120)shall be served on or before as per CPLR.

d. All responses to Discovery and Inspection demands shall be served no later than as per CPLR after receipt of the opposing party's demands.

e. Objections to disclosure, inspection or examination shall be made in conformity with the provisions of CPLR §3122.

f. Supplemental Demands for Discovery and Inspection may be served with respect to items as to which the demanding party could not reasonably have demanded in such party's prior Demand(s) for Discovery and Inspection, provided such Supplemental Demands are served at least twenty (20) days (or if service is by mail twenty-five [25] days) prior to the expiration of the time herein set forth for the completion of disclosure. Responses to such Supplemental Demands shall be served within the time provided by CPLR §3120, except that objections to Supplemental Demands shall be interposed sufficiently in advance of the time hereinafter set forth for the completion of disclosure so as to permit the demanding party a reasonable time to seek, and obtain a conference with the Court with respect to such objections and to request an extension of the time to complete disclosure.

g. All demands for production of books, documents, records and other writings relevant to the issues in this case shall be deemed to include a demand for production of any photograph, audiotape, videotape, computer disk or program and e-mail.
h. All Interrogatories shall be served on or before N/A. Responses shall be served in conformity with CPLR §3133.

(8) Additional Disclosure issues:

With respect to additional disclosure issues, the parties shall comply with the following agreement: TT to respond to discovery demands at Os served with their answers dated November 12, 2012. TT to provide Medicare / Medicaid lien payoff letters to extent applicable.

(9) Impleaders:

All third-party actions shall be commenced on or before 11/15/13. Joinder of a third-party action beyond this date without leave of Court may result in a severance.

(10) Confidentiality/Non-Disclosure Agreement:

a. In the event that there is a need for a Confidentiality/Non-Disclosure Agreement prior to disclosure, the part(y) demanding same shall prepare and circulate the proposed agreement. If the parties cannot agree as to same, they shall promptly notify the Court. The failure to promptly seek a confidentiality agreement may result in a waiver of same (22 NYCRR §216.1). Any Confidentality/Non-Disclosure Agreement will be "so ordered" or entered as an Order of the Court only upon compliance with 22 N.Y.C.R.R. §216.1.
b. _____ anticipates the need for a Confidentiality Agreement and will prepare and circulate same on or before _____ as to the following issues: _____.

[To be filled in by Court]
COMPLETION OF DISCLOSURE:
ALL DISCLOSURE SHALL BE COMPLETED ON OR BEFORE_____.
Compliance Conference: Counsel for all parties shall appear at a compliance conference which shall be held in the Compliance Part on _____.

Pursuant to 22 NYCRR §202.28, the attorney for defendant is directed to file a stipulation or statement of discontinuance with the Court within (a) 30 days of the making of the payment required as a condition of the discontinuance; or (b) 30 days of the discontinuance in the event no payment is required as a condition of the discontinuance.

The failure of any party to perform any of the requirements contained in this Stipulation shall not excuse any other party from performing any other requirement contained herein. Failure to comply with any provision of this Stipulation may result in the imposition of costs, or sanctions, or other action authorized by law, including but not limited to contempt, dismissal and the striking of pleadings.

No adjournments of any time directive above shall be permitted without the permission of the Court. This stipulation supercedes the statutory stay in CPLR §3214 for dispositive motions made pursuant to CPLR §§3211, 3212, or 3213.

The contents and provisions of the foregoing proposed stipulation are agreed to, and the parties request that the Court order same.

Dated: 5/2/13

Attorneys for Plaintiff:
(Print Name) J Roger Rice
(Signature) [signature]
Mailing Address:
270 North Avenue suite 202
New Rochelle N.Y. 10801
914-633-9200
Phone/Facsimile Number:

E-mail Address:
nyricelaw@aol.com

Attorneys for Defendant:
(Print Name)
(Signature)
Mailing Address:

Phone/Facsimile Number:

E-mail Address:

****

Attorneys for/or *pro se* party:
(Print Name)
(Signature)
Mailing Address:

Phone/Facsimile Number:

E-mail Address:

Attorneys for/or *pro se* party:
(Print Name)
(Signature)
Mailing Address:

Phone/Facsimile Number:

E-mail Address:

SO ORDERED:

Hon. Joan B. Lefkowitz, J.S.C.

The failure of any party to perform any of the requirements contained in this Stipulation shall not excuse any other party from performing any other requirement contained herein. Failure to comply with any provision of this Stipulation may result in the imposition of costs, or sanctions, or other action authorized by law, including but not limited to contempt, dismissal and the striking of pleadings.

No adjournments of any time directive above shall be permitted without the permission of the Court. This stipulation supercedes the statutory stay in CPLR §3214 for dispositive motions made pursuant to CPLR §§3211, 3212, or 3213.

The contents and provisions of the foregoing proposed stipulation are agreed to, and the parties request that the Court order same.

Dated: 2/3/13

Attorneys for Plaintiff:
(Print Name) J. Roger Rice
(Signature)
Mailing Address:
270 North Ave #202 New Rochelle NY 10801
914 633 9200 / 914 633 9291
Phone/Facsimile Number:
RiceLaw at AOL.com
E-mail Address:

Karen Lawrence
by
Attorneys for Defendant:
(Print Name) Andrea Pru
(Signature)
Mailing Address:
600 White Plains Rd
Tarrytown NY 10591
Phone/Facsimile Number:
914-366-5753
E-mail Address:
914-366-5759

****

Attorneys for/or *pro se* party:
(Print Name)
(Signature)
Mailing Address:

Phone/Facsimile Number:

E-mail Address:

Attorneys for/or *pro se* party:
(Print Name)
(Signature)
Mailing Address:

Phone/Facsimile Number:

E-mail Address:

SO ORDERED:
Joan B. Lefkowitz
Hon. Joan B Lefkowitz, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

SHARIF WASHINGTON,

Plaintiff,

-against-

SOUND SHORE MEDICAL CENTER and HILTON MIRELS, M.D.

Defendants.

----------X

Index No.: 60816 2012
Date Summons filed: 10-17-12
Plaintiff designates Westchester County as the place of trial
The basis of venue is:
Plaintiff's Residence

SUMMONS WITH NOTICE

Plaintiff resides at:
1 Alexander Street, Apt. 205
Yonkers, New York 10701

To the above named Defendants:

YOU ARE HEREBY SUMMONED to serve a notice of appearance on the Plaintiff's Attorney within 20 days after service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear, judgment will be entered against you by default for the relief demanded in the notice set below.

Dated: New Rochelle, New York
September 19, 2012

Defendants' Addresses:

Sound Shore Medical Center
16 Guion Place
New Rochelle, New York 10801

Hilton Mirels, M.D.
175 Memorial Highway, #L-15
New Rochelle, NY 10801

Yours, etc.
J. Roger Rice, Esq.
Rice & Rice, Esqs.
Attorneys for Plaintiff
270 North Avenue - Suite 202
New Rochelle, N.Y. 10801
(914) 633-920

NOTICE: The nature of this action is Medical Malpractice. The relief sought is damages in an amount that exceeds the jurisdictional limits of all lower Courts. Upon your failure to appear, judgment will be taken against you by default for an amount that the exceeds the jurisdictional limits of all lower Courts with fees and interest from June 15, 2010, together with the costs of this action

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X

SHARIF WASHINGTON,

VERIFIED COMPLAINT

Plaintiff,

-against-

Index No: 68016-2012

SOUND SHORE MEDICAL CENTER and,
HILTON MIRELS, M.D.

Defendants.

----------X

Plaintiff, complaining of the Defendants herein, by his attorneys RICE & RICE, ESQS., as and for his Verified Complaint, states and alleges as follows:

FIRST: That at all times hereinafter mentioned, the Plaintiff SHARIF WASHINGTON, was and is a resident of the City of Yonkers, County of Westchester, and State of New York.

SECOND: That at all times hereinafter mentioned, the Defendant SOUND SHORE MEDICAL CENTER, is and at all times hereinafter mentioned a company, duly existing in the State of New York, and transacts and conducts business at 16 Guion Place, New Rochelle, New York 10802, the site of the subject incident.

THIRD: Upon information and belief, at all times hereinafter mentioned, the Defendant HILTON MIRELS, M.D. was and is a physician and surgeon duly licensed to practice as such in the State of New York.

FIRST CAUSE OF ACTION:
MEDICAL MALPRACTICE AGAINST DEFENDANT HILTON MIRELS, M.D.

FOURTH: That on or about October, 2006, Plaintiff sustained a left knee injury and tore the anterior cruciate ligament (ACL) of his left knee while playing football. Plaintiff then underwent an ACL reconstruction with a hamstring allograft in January, 2007, performed by Defendant HILTON MIRELS, M.D.

FIFTH: Plaintiff subsequently reinjured his left knee in April, 2010, during an athletic event. Plaintiff again sought the professional medical services of Defendant HILTON MIRELS M.D. who ordered an MRI which purportedly only showed a medial meniscus tear.

SIXTH: That on or about June 15, 2010, Defendant HILTON MIRELS M.D. undertook and endeavored to perform and did perform an arthroscopy of Plaintiff's left knee including a partial medial meniscectomy, partial lateral meniscetomy, and abrasion chondroplasty and endeavored to treat and advise the Plaintiff prior to and subsequent to the performance of the aforementioned arthroscopy. However, at such time, Defendant HILTON MIRELS M.D. failed to diagnose a new ACL tear on Plaintiff's left knee.

SEVENTH: That in July, 2010, Plaintiff had a postoperative visit with Defendant HILTON MIRELS M.D. when HILTON MIRELS M.D. finally discovered that Plaintiff's ACL was in need of reconstruction, hence another surgery was needed.

EIGHTH: That between October, 2006 and July, 2010, the Defendant HILTON MIRELS M.D. undertook and endeavored to, and did, advise and treat the Plaintiff SHARIF WASHINGTON as a physician and surgeon.

NINTH: That the surgical operations and procedures and advice and treatment were given and rendered in an improper, negligent and careless manner in that the Defendant failed to employ the skill, care, and diligence commonly and ordinarily possessed by, and required of, physicians and surgeons in the locality where the Defendant HILTON MIRELS M.D. practices; in that he was careless and negligent in the circumstances by failing to employ reasonable and proper steps, procedures, and practices for the health, welfare, and safety of the Plaintiff; in that he failed to properly diagnose a tear in Plaintiff's left ACL. Specifically, in June, 2010, Defendant HILTON MIRELS M.D. negligently, improperly, and wrongfully performed an arthroscopy on Plaintiff's left meniscus despite the fact that Plaintiff's left ACL was actually in

need of reconstruction.

TENTH: That as a result of Defendant HILTON MIRELS M.D.'s medical malpractice, Plaintiff was forced to undergo another surgery on November, 1, 2010; an arthroscopic ACL reconstruction with patellar bone-tendon-bone autograft, a medial mesicus resection, a patellofemoral chondroplasty, and a notchplasy (See Exhibit A).

ELEVENTH: That as a result of Defendant HILTON MIRELS M.D's medical malpractice, the Plaintiff suffered injuries including but not limited to tremendous conscious pain and suffering for a matter of weeks; loss of enjoyment of life; emotional upset, shock, and fright.

TWELFTH: But for the negligent treatment, Plaintiff would not have suffered his injuries accordingly, Plaintiff SHARIF WASHINGTON demands judgment for medical malpractice against the Defendant HILTON MIRELS M.D., in a sum exceeding the jurisdictional limits of all the lower courts.

SECOND CAUSE OF ACTION:
MEDICAL MALPRACTICE AGAINST DEFENDANT SOUND SHORE

THIRTEENTH: Plaintiff repeats, reiterates, and realleges paragraphs "1" through "12" inclusive, with the same force and effect as if more fully and specifically set forth herein at length.

FOURTEENTH: That on or about June 15, 2010, Plaintiff was a patient under the professional care of Defendant SOUND SHORE MEDICAL CENTER.

FIFTEENTH: That on or about June 15, 2010, the Defendant SOUND SHORE's employees undertook and endeavored to, and did, advise and treat the plaintiff, SHARIF WASHINGTON, as physicians and surgeons.

SIXTEENTH: That Defendant SOUND SHORE had the ability to control and direct Defendant HILTON MIRELS M.D. on or about June 15, 2010.

SEVENTEENTH: That on or about June 15, 2010, Defendant HILTON MIRELS M.D. was acting within the scope of his employment and in furtherance of Defendant SOUND SHORE's purpose and that Defendant SOUND SHORE had some degree of control over Defendant HILTON MIRELS M.D.'s actions.

EIGHTEENTH: That on or about June 15, 2010, Defendant HILTON MIRELS M.D. undertook and endeavored to perform and did negligently perform certain surgical arthroscopy operations and procedures of the Plaintiff, failed to diagnose a tear of his left ACL, and undertook and endeavored to treat and advise the plaintiff prior to and subsequent to the performance of the aforementioned arthroscopy. Said action was foreseeable and in furtherance of Defendant SOUND SHORE's purpose as such act was within reasonable contemplation of Defendant SOUND SHORE.

NINETEENTH: That as a result of Defendant HILTON MIRELS M.D. aforementioned actions and other employees' medical malpractice, the Plaintiff, suffered injuries including but not limited to tremendous conscious pain and suffering for a matter of weeks; loss of enjoyment of life; emotional upset, shock, and fright; and that Defendant SOUND SHORE is vicariously liable for said damages.

TWENTIETH: Plaintiff SHARIF WASHINGTON demands judgment for medical malpractice against the Defendant HILTON MIRELS M.D., in a sum exceeding the jurisdictional limits of all the lower courts.

WHEREFORE, the Plaintiff demands judgment against the Defendants in an amount to be determined upon the trial of this action, together with the costs and disbursements of this action.

Dated: September 19, 2012
New Rochelle, New York

Yours, etc.
RICE & RICE, ESQS.

Attorneys for Plaintiff
270 North Ave., Suite 202
New Rochelle, NY 10801
(914) 633-9200

To: Sound Shore Medical Center
16 Guion Place
New Rochelle, New York 10801

Hilton Mirels, M.D.
175 Memorial Highway, #L-15
New Rochelle, NY 10801



VERIFICATION

I, SHARIF WASHINGTON, being duly sworn deposes and says: I am the Plaintiff in the within action, have read the foregoing Verified Complaint, know the contents thereof; the same is true to my own knowledge, except to these matters said to be upon information and belief and as to those matters I believe them to be true.

Sharif Washington

Sworn to me this 21 day
of September, 2012

Notary Public

ELAR WYNNE ATTERBERRY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER CO
MY COMMISSION EXPIRES

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----------X **Index No.:** 68016/2012

SHARIF WASHINGTON,

Plaintiff,

-against-

SOUND SHORE MEDICAL CENTER and HILTON MIRLES. M.D.

Defendants.

----------X

SUMMONS AND COMPLAINT

ATTORNEYS FOR:
PLANTIFF

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: New Rochelle, N.Y.
OCTOBER 18, 2012

*Signature*_____

J.ROGER RICE, ESQ.

RICE & RICE ATTORNEYS AT LAW
Attorney(s) for Plaintiff
270 North Avenue-Suite 202
New Rochelle, New York 10801
Tel. (914) 633-9200/Fax 914-633-9291

Filed 06/29/15 Entered 06/29/15 14:27:26 Claims
(Part 21) Pg 51 of 51
Doc 1135-23
12-12840-rdd

UNITED STATES POSTAL SERVICE

PAID
NEW ROCHELLE.NY
10801
JAN 29.14
AMOUNT
$19.99
00061112-11

1007

EK 039036142 US

UNITED STATES POSTAL SERVICE®

PRIORITY ★ MAIL ★ EXPRESS™

Post Office To Addressee

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (914) 633-9200

Rice & Rice Attorneys at Law
270 North Avenue Suite 202
New Rochelle, New York 10801

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct No	Federal Agency Acct. No. or Postal Service™ Acct. No.

DELIVERY OPTIONS (Customer Use Only)

☐ **SIGNATURE REQUIRED**

Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery

Delivery Options

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ( )

Sound Shore Medical Center
C/O GCG, Inc.
5151 Blazer Parkway, Suite A,
Dublin, OH 43017

ZIP + 4® (U.S. ADDRESSES ONLY)

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.

ORIGIN (POSTAL SERVICE USE ONLY)

☑ 1-Day ☐ 2-Day ☐ Military ☐ DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage
10802	01/30/14	$ 19.99

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
01/29/14	3pm ☐ AM ☐ PM	$	$

Time Accepted		Return Receipt Fee
4:00 ☐ AM ☑ PM	☐ Loss Guarantee Only	$

Weight ☐ Flat Rate		Total Postage & Fee
lbs. ozs	☐ Live Shipment ☐ Sunday/Holiday Premium	$ 19.99 Acceptance Employee Initials

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- $100.00 Insurance included.

LABEL 11-B, JULY 2013 PSN 7690-02-000-9996 1-ORIGIN POST OFFICE COPY

destinations. See D...

+ Money Back Guarantee for U.S. destinations only.

‹ 9.5

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ Sound Shore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
We Recycle LLC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. DEC 31 2013

Name and Addresses Where Notices Should be Sent:
Hugo New Recycling LLC
249 E. Sandford Blvd.
Mount Vernon NY 10550

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR.

1. BASIS FOR CLAIM:
☐ Goods sold ☒ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify) _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 11/1/12 & 4/23/13

3. DESCRIPTION OF CLAIM (IF KNOWN): See attached invoices (52914, 55155)

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $2403.45 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☒ I am the creditor. ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Kenneth S. Hodges
Title: Controller
Company: We Recycle LLC
Address and telephone number (if different from notice address above):

Kenneth S Hodges (Signature) 12/26/13 (Date)

Telephone number: 914-530-2350 Ext 2206 email: Khodges@hugonewrecycling.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01089
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Invoice

WeRecycle!

Please note remit to address:

Hugo Neu Recycling LLC Phone: (914) 530-2350
PO Box 47
Mount Vernon, NY 10550

Bill To
Sound Shore Medical Center Attn: Raina Taylor 16 Guion Place New Rochelle, NY 10802

Invoice #	52914
Date	11/1/2012
P.O. Number	M12466
Terms	Net 30
Sales Order #	

Pick up at 16 Guion Place

WR Lot #	18399
Service Date	10/25/2012

Quantity	Item Code	Description	Price Each	Amount
356	BLST	Recycling Charge - Ballast (PCB & Non-PCB), per pound	0.58	206.48
68	BAT-MX	Recycling Charge - Mixed Batteries, per pound	1.45	98.60
170	TV-LB	Recycling Charge - CRT TV's, per pound	0.15	25.50
75	UOFT	Recycling Charge - U-Shaped, Circleline & Compact Light Bulbs, each	0.45	33.75
4,057	FTFT	Recycling Charge - Fluorescent Tubes, per foot	0.065	263.71
459	Med-Equip	Recycling Charge - Medical Equipment, per pound	0.15	68.85
724	MX-ELCTR-LB	Recycling Charge - Mixed Electronics, per pound	0.27	195.48
2	PACK 3	Labor for On-Site Packing, Driver, per hour	43.00	86.00
2	PACK 4	Labor for On-Site Packing, Assistant, per hour	35.00	70.00
1	PU WR	Handling & Transportation	125.00	125.00
		Recycling Subtotal		1,173.37
	ESRF	Energy/Services Recovery Fee	8.00%	93.87
		Sales Tax	7.375%	0.00

PAST DUE

Thank You!

Total $1,267.24

****** WeRecycle! LLC., accepts Mastercard, Visa and American Express ******
****** 2% per month finance charge applied to all past due invoices ******

Invoice

WeRecycle!

Please note remit to address:

Hugo Neu Recycling LLC Phone: (914) 530-2350
PO Box 47
Mount Vernon, NY 10550

Bill To
Sound Shore Medical Center Attn: Raina Taylor 16 Guion Place New Rochelle, NY 10802

Invoice #	55155
Date	4/23/2013
P.O. Number	M12466
Terms	Net 30
Sales Order #	

Pick up at 16 Guion Place

WR Lot #	**21165**
Service Date	**4/5/2013**

Quantity	Item Code	Description	Price Each	Amount
885	BLST	Recycling Charge - MX Ballast (PCB & Non-PCB), per pound	0.58	513.30
4,210	FTFT	Recycling Charge - Fluorescent Tubes, per foot	0.075	315.75
79	UOFT	Recycling Charge - U-Shaped, Circleline & Compact Light Bulbs, each	0.50	39.50
0.75	PACK 3	Labor for On-Site Packing, Driver, per hour	43.00	32.25
0.75	PACK 4	Labor for On-Site Packing, Assistant, per hour	35.00	26.25
1	PU WR	Handling & Transportation	125.00	125.00
		Recycling Subtotal		1,052.05
	ESRF	Energy/Services Recovery Fee	8.00%	84.16
		Sales Tax	7.375%	0.00

PAST DUE

Thank You!

Total $1,136.21

****** WeRecycle! LLC., accepts Mastercard, Visa and American Express ******
****** 2% per month finance charge applied to all past due invoices ******

Administrative Bar Date: January 31, 2014 at 4:00 p.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

---------- x

In re:	Chapter 11 Case
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,	Case No. 13- 22840 (RDD)
Debtors.	(Jointly Administered)

---------- x

NOTICE OF DEADLINE REQUIRING FILING OF ADMINISTRATIVE PROOFS OF CLAIM THAT AROSE, ACCRUED OR OTHERWISE BECAME PAYABLE FROM MAY 29, 2013 THROUGH NOVEMBER 6, 2013

TO ALL CREDITORS, PARTIES IN INTEREST AND GOVERNMENTAL UNITS THAT MAY HAVE AN ADMINISTRATIVE CLAIM AGAINST ANY OF THE DEBTORS SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in Last 5 Years
Sound Shore Medical Center of Westchester	13-22840	13-1740117	N/A
The Mount Vernon Hospital, Inc.	13-22841	13-1740115	N/A
Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	23-7000781	N/A
The M.V.H. Corporation	13-22843	13-3281514	N/A
Sound Shore Health System, Inc.	13-22844	13-4011398	N/A

NRHMC Services Corporation	13-22845	13-3769137	N/A
New Rochelle Sound Shore Housing, LLC	13-22846	13-1740117	N/A

The United States Bankruptcy Court for the Southern District of New York (the "**Court**") has entered an Order (the "**Administrative Bar Date Order**") establishing (i) **January 31, 2014 at 4:00 p.m. (prevailing Eastern time)** as the last date for each person or entity (including individuals, partnerships, limited liability companies, corporations, joint ventures, trusts and governmental units) to file requests for allowance and payment of administrative claims (the "**Administrative Claim**"), against any of the Debtors listed above (the "**Administrative Bar Date**"), for the period of May 29, 2013 through November 6, 2013 (the "**Administrative Claim Period**"), including claims entitled to priority in accordance with sections 503 and 507(a) of the Bankruptcy Code (the "**Administrative Claims**"). **Such Administrative Claims shall be deemed filed only when they are actually received.** With respect to any Administrative Claims that arise, accrue or otherwise become payable after November 6, 2013, the Court will fix a supplemental bar date. You will receive notice of that date at a later time.

If you have any questions relating to this Notice or would like a copy of the Administrative Bar Date Order, please feel free to contact the Debtors' claims agent, GCG, Inc., at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com, or visit their website at www.gcginc.com/cases/soundshore.

1. WHO MUST FILE AN ADMINISTRATIVE CLAIM FORM

Pursuant to the terms of the Administrative Bar Date Order, and except as otherwise provided herein, each person or entity (including without limitation individuals, partnerships, limited liability companies, corporations, joint ventures, trusts, estates or governmental units) that hold or assert a claim that: (a) arose under 11 U.S.C. §§ 503(b)(1)-(8) and 507(a)(2) from May 29, 2013 through November 6, 2013, and (c) is not one of the types of claims described in Section 2 below, as against any of the Debtors MUST timely file an Administrative Claim that conforms substantially to the Administrative Claim Form (as defined below) attached hereto, so that it is **actually received** by GCG, Inc. ("**GCG**"), the Bankruptcy Court approved claims agent, or the Clerk of the Bankruptcy Court in these Chapter 11 cases, on or before the Administrative Bar Date set forth below.

You MUST file a Administrative Claim Form to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose during the Administrative Claim Period of May 29, 2013 through November 6, 2013, and it is not one of the types of Excluded Claims described in Section 4 below. Claims based on acts or omissions of the Debtors that occurred during the Administrative Claim Period (other than Excluded Claims), must be filed on or prior to the

WHEN AND WHERE TO FILE

Except as provided for in the Order and herein, all original Administrative Claim Forms (and, where necessary, accompanying documentation) must be filed **so as to be actually received on or before January 31, 2014 at 4:00 p.m. (prevailing Eastern time)**, at the following addresses:

IF BY MAIL:
Sound Shore Medical Center
c/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

IF BY HAND DELIVERY OR OVERNIGHT MAIL:
Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A,
Dublin, OH 43017

-OR-

IF BY HAND DELIVERY:
United States Bankruptcy Court, SDNY
300 Quarropas Street
Room 248
White Plains, New York 10601
Attn: Clerk of the Court

Administrative Claim Forms will be deemed filed only when actually received by GCG or the Bankruptcy Court **on or before 4:00 p.m. (prevailing Eastern Time)** on the Administrative Bar Date. Administrative Claim Forms may not be delivered by facsimile, telecopy or electronic mail transmission.

WHO NEED NOT FILE AN ADMINISTRATIVE CLAIM FORM

You need not file an Administrative Claim Form on or prior to the Administrative Bar Date if you are:

(a) Any person or entity that holds an Administrative Claim that has been allowed by an order of the Bankruptcy Court entered on or before the Administrative Bar Date;

(b) Any person or entity that holds an Administrative Claim that has been paid in full;

(c) Any holder of an Administrative Claim which arises, accrues or otherwise becomes payable after the Administrative Bar Date;

(d) Any person or entity that has already properly filed an Administrative Claim against any of the Debtors with the Clerk of the Bankruptcy Court for the Southern District of New York or GCG, the Debtors' claims agent, in a form that is substantially similar to the Administrative Claim Form;

(e) Any Administrative Claim held by the Office of the United States Trustee under section 1930(a)(6) of title 28, United States Code;

(f) Any professionals retained by the Debtors or the Creditors' Committee under Court order pursuant to sections 327, 328, 330, 331, or 1103 of the Bankruptcy Code, (including any "ordinary course" professionals);

(g) The court appointed Ombudsman and any professionals retained by the Ombudsman;

(h) Any Administrative Claim held by Midcap Financial, LLC arising out of the DIP credit agreement or the Midcap prepetition credit agreement;

(i) Any Administrative Claim held by Montefiore SS Holdings, LLC; Montefiore MV Holdings, LLC; Montefiore HA Holdings, LLC; Montefiore New Rochelle Hospital; Montefiore Mount Vernon Hospital; or Schaeffer Extended Care Center arising out of or relating to the sale of substantially all of the Debtors' assets;

(j) A Debtor in these cases having a claim against another Debtor; and

(k) A holder of any Administrative Claim against any of the Debtors for which a separate deadline has been previously fixed by this Court, including holders of claims under section 503(b)(9) of the Bankruptcy Code (whereupon you will be required to file a Proof of Claim by that separate deadline).

THE ADMINISTRATIVE BAR DATE ALSO DOES NOT APPLY TO CLAIMS THAT AROSE BEFORE MAY 29, 2013. IF YOUR CLAIM AROSE BEFORE MAY 29, 2013, THIS NOTICE DOES NOT AFFECT YOU, AND YOU DO NOT NEED TO FILE AN ADMINISTRATIVE PROOF OF CLAIM FORM.

YOU SHOULD NOT FILE AN ADMINISTRATIVE CLAIM FORM IF YOU DO NOT HAVE AN ADMINISTRATIVE CLAIM AGAINST THE DEBTORS, OR IF THE ADMINISTRATIVE CLAIM YOU HELD AGAINST THE DEBTORS HAS ALREADY BEEN PAID IN FULL.

THIS NOTICE IS BEING SENT TO MANY PERSONS AND ENTITIES THAT HAVE HAD SOME RELATIONSHIP WITH OR MAY HAVE DONE BUSINESS WITH THE DEBTORS. SOME RECIPIENTS OF THIS NOTICE MAY NOT HAVE AN UNPAID ADMINISTRATIVE CLAIM. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

CONSEQUENCES OF FAILURE TO FILE AN ADMINISTRATIVE CLAIM FORM

EXCEPT WITH RESPECT TO CLAIMS OF THE TYPE SET FORTH IN SECTION 4 ABOVE, ANY HOLDER OF AN ADMINISTRATIVE CLAIM THAT FAILS TO PROPERLY FILE AN ADMINISTRATIVE CLAIM WITH PROPER SUPPORTING DOCUMENTATION ON OR BEFORE THE ADMINISTRATIVE BAR DATE, FOR ANY ADMINISTRATIVE CLAIMS AGAINST THE DEBTOR WILL BE FOREVER

BARRED, ESTOPPED AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS, THEIR ESTATES OR THEIR PROPERTY, AND THE DEBTORS' ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM, AND THE POTENTIAL CLAIMANT SHALL NOT BE PERMITTED TO PARTICIPATE IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM OR TO RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

A HOLDER OF A POSSIBLE ADMINISTRATIVE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF ADMINISTRATIVE CLAIM.

Dated: Great Neck, New York
December 18, 2013

BY ORDER OF THE COURT

GARFUNKEL WILD, P.C.
Counsel to the Debtors
111 Great Neck Road
Great Neck, New York 11021
(516) 393-2200

Administrative Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before November 6, 2013.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

11 U.S.C. § 503 defines administrative expense claims, in part, as all "necessary costs and expenses" of preserving the debtor's estate, including wages, salaries and commissions (and any taxes withheld from such wages, salaries or commissions). If you supplied goods or services to the Debtor during the period of May 29, 2013 through November 6, 2013, and have not been paid for those goods or services, then you may have an administrative claim. If you provided goods or services before May 29, 2013, then you do not have an administrative claim for those goods or services. Please consult your legal advisor if you have any uncertainty as to whether your proposed claim may constitute an administrative claim. The preceding explanation is intended to provide guidance, not to serve as legal advice.

For avoidance of doubt, claims do not include section 503(b)(9) Claims which were subject to the General Bar Date established pursuant to an Order of the Bankruptcy Court entered on July 25, 2013 [Docket No. 194]. For purposes of the Administrative Bar Date Order and as used in this Notice, the term "section 503(b)(9) Claim" means the value of any goods received by the Debtors within twenty (20) days prior to the Petition Date (May 29, 2013), which goods were sold to the Debtors in the ordinary course of their business.

WHAT TO FILE

If you file an Administrative Claim it must conform substantially to the claim form provided with this Notice ("**Administrative Claim Form**"). The Debtors are enclosing an Administrative Claim Form for use in these cases. Any holder of an Administrative Claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor and all holders of claims must identify on their proof of claim the specific Debtor against which their claim is asserted and the case number of that Debtor's bankruptcy case. A list of the names of the Debtors and their case numbers is set forth above. Additional proofs of claim forms may be obtained from the Debtors' website at www.gcginc.com/cases/soundshore or by calling 866-300-1288.

All proof of claim forms must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. They must be written in the English language and be denominated in lawful United States currency. All requests for allowance and payment of administrative claims must include all documents establishing the alleged claimant's right to such administrative claim and all corresponding documents proving the administrative nature of the claim (if voluminous, attach a summary).

13-22840-rdd Doc 1135-24 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 22) Pg 210 of 33

HUGO NEU Recycling
HUGO NEU RECYCLING, LLC
240 EAST SANDFORD BLVD.
MOUNT VERNON, NY 10550

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.66⁰
0001910233 DEC 26 2013
MAILED FROM ZIP CODE 10550

Sound Shore Medical Center
C/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2).

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc.	13-22841	☐ Sound Shore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
WessBack LLC dba Diversified Consulting

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

Name and Addresses Where Notices Should be Sent:
P.O Box 34
Rochdale MA 01542

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

THE GARDEN CITY GROUP, INC. JAN 10 2014

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)_____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other(Specify)_____

2. DATE DEBT WAS INCURRED (IF KNOWN): 9/11 thru 5/13

3. DESCRIPTION OF CLAIM (IF KNOWN): Computer System Support

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 18,980.25 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: James Wessell
Title: President
Company: WessBack LLC
Address and telephone number (if different from notice address above):
PO Box 34
Rochdale MA 01542
Telephone number: 508 450 3573

(Signature) (Date) 1/6/14

email: JIM@DIVC.COM

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND.** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01140
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
9/5/2011	4089

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	9/5/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Oct	980.00	980.00

thanx

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
10/4/2011	4121

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	10/4/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Nov	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
11/2/2011	4153

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	11/2/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Dec	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
12/1/2011	4184

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	12/1/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Jan	980.00	980.00

thanx

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
1/3/2012	4215

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	1/3/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Feb	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
2/1/2012	4246

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	2/1/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - March	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
3/2/2012	4274

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	3/2/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - April	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
4/18/2012	4308

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	4/18/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - May	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
4/30/2012	4332

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	4/30/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - June	980.00	980.00

Thank you

Total $980.00

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
5/31/2012	4356

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	5/31/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - July	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
7/2/2012	4389

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	7/2/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Aug	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
7/31/2012	4414

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	7/31/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Sept	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
9/4/2012	4435

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	9/4/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Oct	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
10/1/2012	4463

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	10/1/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Nov	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
10/31/2012	4483

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	10/31/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Dec	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
12/2/2012	4501

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	12/2/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Jan	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
1/1/2013	4523

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L.Signore	Due on receipt	JW	1/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Feb	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
2/1/2013	4541

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	2/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - March	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
3/1/2013	4559

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	3/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - April	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
4/1/2013	4583

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	4/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - May	980.00	980.00

send payment!!!!!!!

Total $980.00

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
5/1/2013	4598

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	5/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - June	980.00	980.00

please address open invoices

Total $980.00

Claims
6/29/15 14:27:20
13-22840-rdd Doc 1135-24

NessBACK LLC
PO Box 34
Rochdale MA 01542

U.S. POSTAGE
PAID
ROCHDALE,MA
01542
JAN 06, 14
AMOUNT
$1.92
00088745-03

1000 43017

eadyPost

To: Sound Shore Medical c/o
GCG
PO Box 9982
Dublin, OH 43017-5982

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADMINISTRATIVE EXPENSE PROOF OF CLAIM

Administrative Expense Bar Date
January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☒ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
WessBack LLC dba Diversified Consulting

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars

THE GARDEN CITY GROUP, INC. JAN 13 2014

Name and Addresses Where Notices Should be Sent.
P.O. Box 34
Rochdale MA 01542

Check here if this claim ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known). _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 9/11 thru 5/13

3. DESCRIPTION OF CLAIM (IF KNOWN): Computer system support

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $ 18,980.25 (Total)

5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: James Wessell
Title: President
Company: WessBack LLC
Address and telephone number (if different from notice address above):
PO Box 34
Rochdale MA 01542
Telephone number: 508 450 3573

(Signature) _____ (Date) 1/6/14

email: Jim@DIVC.com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982 **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01160
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
9/5/2011	4089

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	9/5/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Oct	980.00	980.00

thanx

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
10/4/2011	4121

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	10/4/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Nov	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
11/2/2011	4153

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	11/2/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Dec	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
12/1/2011	4184

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	12/1/2011	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Jan	980.00	980.00

thanx

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
1/3/2012	4215

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	1/3/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Feb	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
2/1/2012	4246

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	2/1/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - March	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
3/2/2012	4274

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	3/2/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - April	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
4/18/2012	4308

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	4/18/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - May	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
4/30/2012	4332

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	4/30/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - June	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
5/31/2012	4356

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	5/31/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - July	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

Invoice

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
7/2/2012	4389

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	7/2/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Aug	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
7/31/2012	4414

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	7/31/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Sept	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
9/4/2012	4435

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	9/4/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Oct	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Contracting
P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
10/1/2012	4463

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	10/1/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Nov	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
10/31/2012	4483

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	10/31/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Dec	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
12/2/2012	4501

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	12/2/2012	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Jan	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
1/1/2013	4523

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	1/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - Feb	980.00	980.00

Thank you

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
2/1/2013	4541

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	2/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - March	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
3/1/2013	4559

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	3/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - April	980.00	980.00

Thank you

Total $980.00

Invoice

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Date	Invoice #
4/1/2013	4583

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	4/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - May	980.00	980.00

send payment!!!!!!!

Total $980.00

Wessback LLC dba Diversified Consulting

P.O. Box 34
Rochdale, MA 01542-0034

Invoice

Date	Invoice #
5/1/2013	4598

Bill To	Ship To
Sound Shore Medical 16 Guion Place New Rochelle, NY 10802	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal / L Signore	Due on receipt	JW	5/1/2013	NA		

Quantity	Item Code	Description	Price Each	Amount
1	SC	Self Maintainer Service Contract per Agreement - June	980.00	980.00

please address open invoices

Total $980.00

13-22840-rdd Doc 1135-2 Filed 06/29/15 14:27:20 Claims

WessBack LLC
PO Box 34
Rochdale MA 01542



To: Sound Shore Medical c/o
GCG
PO Box 9982
Dublin OH 43017-5982

eadyPost®

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	**Administrative Expense Bar Date** January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☑ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc.	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation	13-22845
		☐ New Rochelle Sound Shore Housing LLC	13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Young Equipment Sales, Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP, INC. JAN 13 2014

Name and Addresses Where Notices Should be Sent
Young Equipment Sales, Inc.
325 Rabro Drive - Suite 1
Hauppauge, NY 11788

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.
Claim Number (if known): _____
Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM
☑ Goods sold ☐ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates) _____
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Other (Specify): _____

2. DATE DEBT WAS INCURRED (IF KNOWN): 1/6/2012

3. DESCRIPTION OF CLAIM (IF KNOWN): AB04 Dyson Air Blade with built-in HEPA filter Hi-Speed Dryer

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM $ 1,099.00 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS. *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box.
☑ I am the creditor ☐ I am the creditor's authorized agent (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Brian Burke
Title: CFO/COO
Company: Young Equipment Sales, Inc.
Address and telephone number (if different from notice address above):
325 Rabro Drive - Suite 1
Hauppauge, NY 11788
Telephone number: (631) 582-5900

(Signature) CFO/COO (Date) 1/7/13

email: Brian@youngequipmentsales.com

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn. Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

FILED - 01153
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Young Equipment Sales, Inc.

Invoice

325 Rabro Drive - Suite 1
Hauppauge, NY 11788
Phone # (631) 582-5900
Fax # (631) 582-9520

DATE	INVOICE NO.
1/6/2012	28045

BILL TO
Mount Vernon Hospital Attn: James Pajuelo 12 N. Seventh Avenue Mount Vernon, NY 10550

SHIP TO
Mount Vernon Hospital Attn: James Pajuelo 12 N. Seventh Avenue Mount Vernon, NY 10550

Job. No.	P.O. NO.	TERMS
	MV24027	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
AB04 Dyson AirBlade with built in HEPA filter Hi-speed		1,099.00	1,099.00
	Total		$1,099.00

Administrative Bar Date: January 31, 2014 at 4:00 p.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

---------- x

In re:	Chapter 11 Case
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,	Case No. 13- 22840 (RDD)
Debtors.	(Jointly Administered)

---------- x

NOTICE OF DEADLINE REQUIRING FILING OF ADMINISTRATIVE PROOFS OF CLAIM THAT AROSE, ACCRUED OR OTHERWISE BECAME PAYABLE FROM MAY 29, 2013 THROUGH NOVEMBER 6, 2013

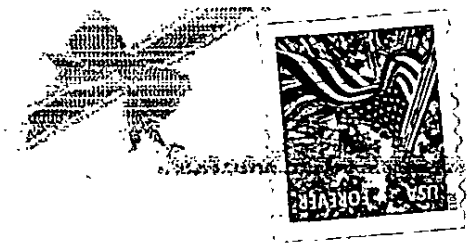
TO ALL CREDITORS, PARTIES IN INTEREST AND GOVERNMENTAL UNITS THAT MAY HAVE AN ADMINISTRATIVE CLAIM AGAINST ANY OF THE DEBTORS SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in Last 5 Years
Sound Shore Medical Center of Westchester	13-22840	13-1740117	N/A
The Mount Vernon Hospital, Inc.	13-22841	13-1740115	N/A
Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	23-7000781	N/A
The M.V.H. Corporation	13-22843	13-3281514	N/A
Sound Shore Health System, Inc.	13-22844	13-4011398	N/A

13-22840-rdd Doc 1135-25 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 23) Pg 27 of 43

YES
YOUNG EQUIPMENT SALES, INC
325 Rabro Drive
Hauppauge, N.Y. 11788

MID-ISLAND NY 117
08 JAN 2019 PM 1 L



Sound Shore Medical of Wistchester
et al.; C/O GCG. Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982

"Providing The YES Experience For Over Three Decades"
www.TheYesExperience.com

43017598282

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**	Administrative Expense Bar Date January 31, 2014

Note: This form should only be used by claimants asserting an Administrative Expense arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b) and 507(a)(2)

Indicate Debtor(s) against which you assert a claim by checking the appropriate box(es) below.

Name of Debtor (Check Only One):	Case No.	Name of Debtor (Check Only One):	Case No.
☐ Sound Shore Medical Center of Westchester	13-22840	☐ The M.V.H. Corporation	13-22843
☐ The Mount Vernon Hospital, Inc.	13-22841	☐ SoundShore Health System, Inc	13-22844
☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC	13-22845 13-22846

Name of Creditor
(The person or entity to whom the debtor owes money or property)
ZENAIDA YOUNG

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.

THE GARDEN CITY GROUP INC
JAN 21 2014

Name and Addresses Where Notices Should be Sent:

FILED - 01189
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. BASIS FOR CLAIM:
☐ Goods sold ☑ Services performed ☐ Personal Injury/Wrongful Death ☐ Wages (Dates)
☐ Money loaned ☐ Taxes ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☑ Other (Specify): Continuing Medical Education

2. DATE DEBT WAS INCURRED (IF KNOWN):

3. DESCRIPTION OF CLAIM (IF KNOWN): Previously submitted $12,000 6 mos pent my Vernon Office
Previously submitted $6,000 incentive Pay

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: $9,841.95 (Total)

5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

6. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

8. **Signature:** Check the appropriate box
☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any) ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: ZENAIDA YOUNG MD (Signature) 1-14-12 (Date)
Title: MD Physician
Company:
Address and telephone number (if different from notice address above):

Telephone number: 914 522 6284 email: ZYoung MD @ aol. Com

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. **IF BY HAND OR OVERNIGHT COURIER:** Sound Shore Medical of Westchester, *et al.*, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017 **IF BY HAND:** United States Bankruptcy Court, SDNY, 300 Quarropas Street, Room 248, White Plains, New York 10601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

NRHMC Services Corporation
16 GUION PLACE
NEW ROCHELLE, N.Y. 10802

VENDOR NUMBER

Accounts Payable
Disbursement Order

Check to be drawn to:

Name	DR. ZENAIDA L YOUNG
Street Address	4 SUNSET LANE
City, State, & Zip	HARTSDALE, NY 10530-3109

Reason for Disbursement:

REIMBURSEMENT FOR CONTINUING MEDICAL EDUCATION PROGRAM
COPY OF CANCELLED CHECK (FRONT & BACK) ATTACHED
USTMAAA PROGRAM "CLINICAL UPDATES IN MEDICINE & SURGERY 2013"

Invoice	Invoice Date Mo/Day/Year	Charge To Cost Center	Distribution Amount
Jun-13	6/10/2013	5011-520	$600.00
			$600.00 TOTAL

Requested Issue Date:
ASAP 10/31/2013

Return Check To (Please Print)
Cherie Doherty-Salerno ext 3721
Person / Mail

D. Camilo 10/31/2013
Check Requested By Date

Administrative Approval Date

PAID CHECK NUMBER

PAID DATE

12,000
160,000
124 95
600
04195

12
1
60
124.95
600
898 95

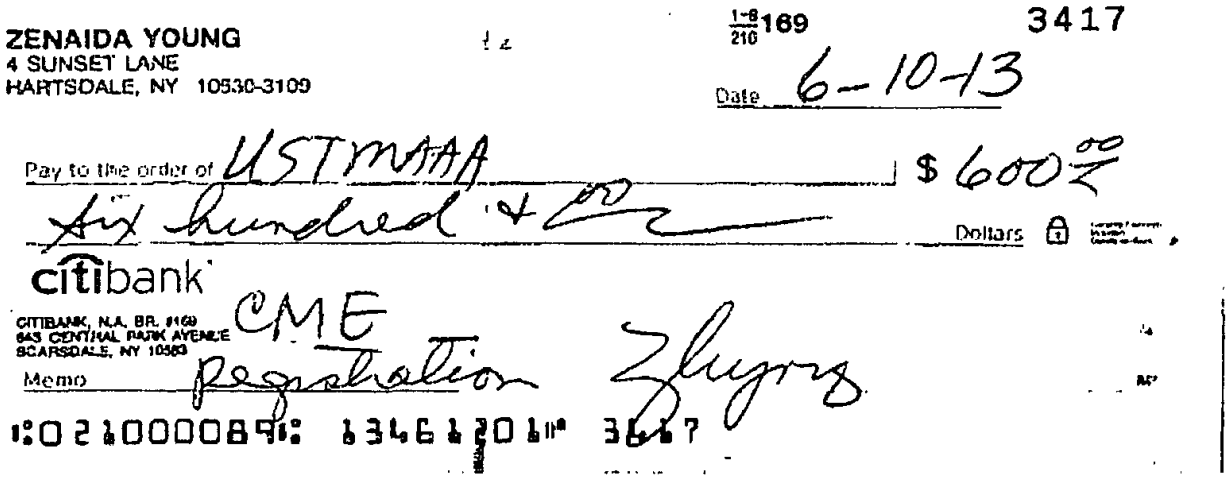
citibank

ZENAIDA YOUNG
4 SUNSET LANE
HARTSDALE, NY 10530-3109

XXXXX201
INT. CHK.

Item Information :

Date Posted :	**08/13/2013**
Type :	**Check #3417,**
Description :	**Check #3417,**
Amount :	**$600.00**



ZENAIDA YOUNG
4 SUNSET LANE
HARTSDALE, NY 10530-3109

1-8 / 210 169 3417

Date 6-10-13

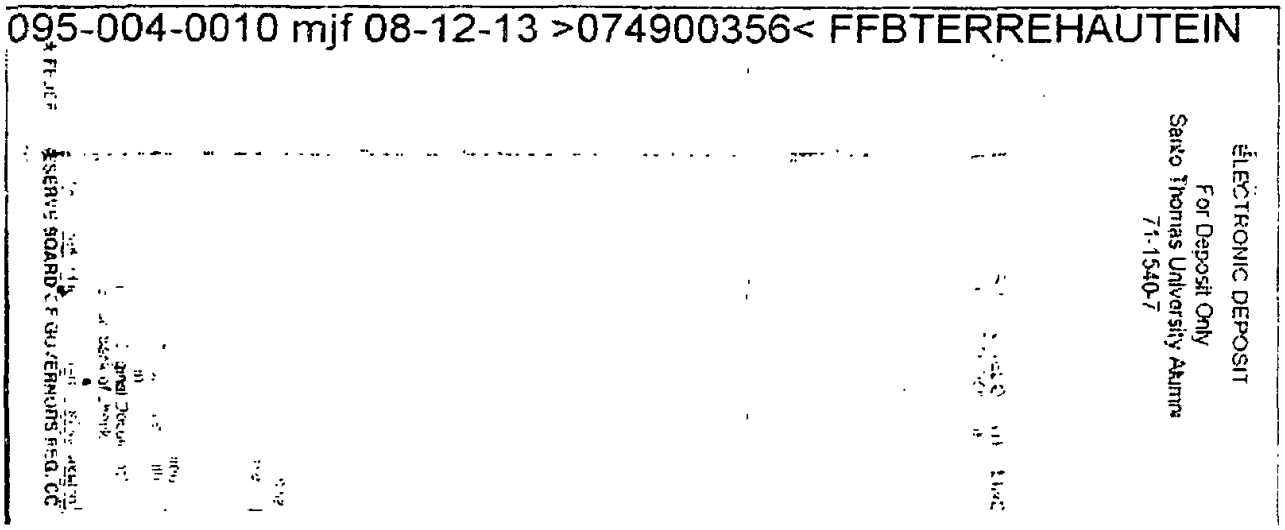
Pay to the order of USTMAAA $ 600 00

Six hundred + 00 Dollars

citibank
CITIBANK, N.A. BR. #169
643 CENTRAL PARK AVENUE
SCARSDALE, NY 10583

Memo CME registration

⑆021000089⑆ 3461201⑈ 3417



095-004-0010 mjf 08-12-13 >074900356< FFBTERREHAUTEIN

ELECTRONIC DEPOSIT
For Deposit Only
Sanko Thomas University Alumni
71-1540-7

RESERVE BOARD OF GOVERNORS REG. CC

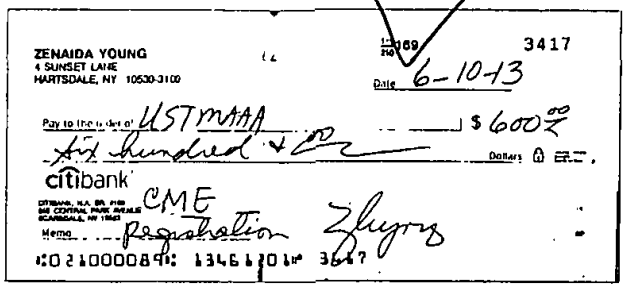
citibank

ZENAIDA YOUNG

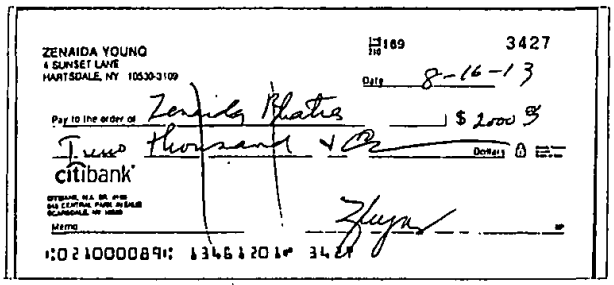
Account [redacted] Page 5 of 6
Statement Period - Aug 12 - Sep 9, 2013

001R11/20F000

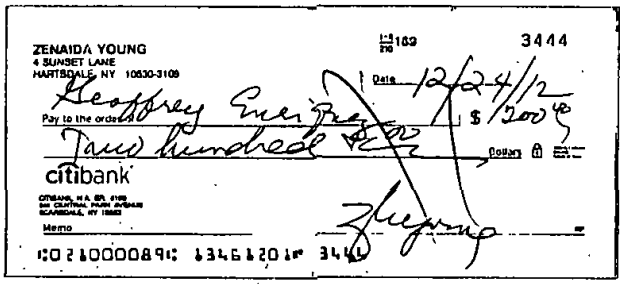
Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.



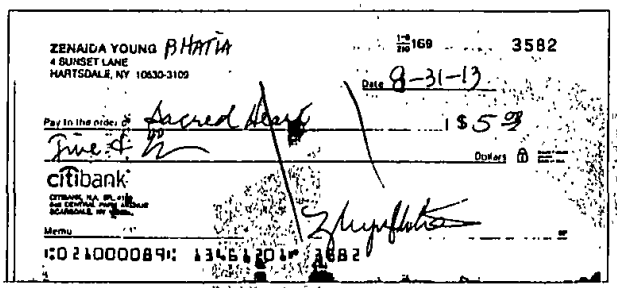
Ck Date: 08/13/2013 Ck No: 3417 Amt: $600.00



Ck Date: 08/16/2013 Ck No: 3427 Amt: $2000.00



Ck Date: 08/14/2013 Ck No: 3444 Amt: $200.00



Ck Date: 09/04/2013 Ck No: 3582 Amt: $5.00

D14092520036530003
NNNN-NNNN-NNNN-NNNN

VISTA HEALTH SYSTEM

Joint Sponsorship with

UST Medical Alumni Association in America
Continuing Medical Education
certifies that

Zenaida Young, M.D.

Participated in the following

Continuing Medical Education Program
21st USTMAAA Grand Reunion & Medical Convention
"Clinical Updates in Medicine & Surgery 2013"
June 28-29, 2013 • Hilton Hawaiian Village • Honolulu, HI

This program is awarded 12 Category 1 credit hours towards AMA PRA™

Mahesh Agarwal, M.D.	**Alfonso Q. Estrada, M.D.**	**Dionisio B. Yorro, Jr., MD, FACC**
Director, CME	Chairperson, CME	Director, CME
Vista Health System	USTMAAA	USTMAAA

Accreditation Statement: This activity has been planned and implemented in accordance with the Essential Areas and Policies of the Illinois State Medical Society (ISMS) through the joint sponsorship of Vista Health System and the University of Santo Tomas Medical Alumni Association in America. The Vista Health System is accredited by the Illinois State Medical Society to provide continuing medical education for physicians.

REGISTRATION FORM

UST Mid-Year Meeting & Medical Convention June 26–30, 2013
Hilton Hawaiian Village Waikiki Beach Resort

REGISTRATION AFTER MAY 24, 2013: Add $50.00 | CANCELLATION AFTER MAY 24, 2013 will incur a $50.00 fee.

PLEASE PRINT:

ZENAIDA YOUNG | OB-GYN | YES NO | 1972 Clerks

NAME | SPECIALTY | UST ALUMNI | YEAR

ADDRESS | CITY SHERTSDALE | STATE NY | ZIP 10530

CELL PHONE | HOME PHONE | FAX

EMAIL ADDRESS REQUIRED *(Must provide for confirmation, receipt & other updates sent via email)*

2youngusa@aol.com

SPOUSE/GUEST NAME | SPECIALTY (IF MD) | YES NO UST ALUMNI | YEAR

NAMES OF ADDITIONAL GUESTS (1) | (2)

Dinner Seating: By CLASS, Indicate Class Year you & your guest/s want to be seated with: _____

LEGEND: M *(current paid member)* NM *(non-member)* O *(other for Nurses & Allied Practitioner)* GG *(Giving Golden, USTMAAA member at least 50 years from graduation or MDs in training)*	FEE M (MD)	FEE NM (MD)	FEE GG	FEE O	QUANTITY	TOTAL
PACKAGE A: For One Member (1 MD) 1 CME; 1 Luau; 1 Hawaiian Night; 1 Gala Dinner/Dance *(Paid Member & Non-member rates apply)*	$600	$750	$325	$550	NA	600
PACKAGE B: For 2 Members Needing CME (2 MDs) 2 CMEs; 2 Luau; 2 Hawaiian Night; 2 Gala Dinner/Dance *(Paid Member & Non-member rates apply)*	$1,100	$1,400	$650		NA	
PACKAGE C: For One Member with CME and 1 Guest 1 CME; 2 Luau; 2 Hawaiian Night; 2 Gala Dinner/Dance *(Paid Member & Non-member rates apply)*	$950	$1,100	$775	$850	NA	
ALA CARTE ITEMS BELOW						
Continuing Medical Education (CME) for 1 CME sessions are applicable towards your annual accreditation for a maximum of 12 hours in Category 1 credit towards the AMA Physician's Recognition Award. *(Paid Member & Non-member rates apply)*	$300	$350	$50	$200		
Chief's LUAU at Sea Life Park, Thursday, June 27 An exclusive USTMAAA only Hawaiian Luau; includes transportation from the Hilton Hawaiian Village *(Paid Member & Non-member rates apply; Infants 12 mos old & under)*	$100	$125	<12 yrs: $75			
Hawaiian Night, Friday, June 28 After-dinner event with a Hawaiian theme; featuring UST Got Talent & Dancing with Stars *(Paid Member & Non-member rates apply)*	$100	$125		$75		
Gala Dinner/Dance, Saturday, June 29 Formal dinner/dance, "South Pacific" theme; Jubilarian marches & presentations; induction of officers, lots of music & dancing *(Paid Member & Non-member rates apply)*	$200	$250		$150		
Exhibits Open to all attendees, family and guests	FREE					
USTMAAA Membership ☐ Annual Membership (yearly dues) ☐ Lifetime Membership	☐ $100 ☐ $500					
REGISTRATION POSTMARKED AFTER MAY 24, 2013 AND ALL ON-SITE REGISTRATION MUST ADD	$50					
OPTIONAL ACTIVITIES BELOW						
Golf Outing, Hoakalei Golf Course in Kapolei, Wednesday, June 26 Wednesday, June 26, Pick-up time at Hilton Hawaiian Village Bus Depot (behind Tapa Tower) 5:45 AM; Tee time at 7:00 AM. Includes 18-hole golf, golf carts, tournament scoring, boxed brunch, lunch, give-aways and roundtrip transportation	$195					
Tennis – Singles or Doubles, Wednesday, June 26 Call for more information or email tbuendia@gmail.com	TBD					
5K Fun Run/Walk, Saturday, June 29, 6 AM A 3-mile fun run or walk that will take you to the picturesque Ala Moana Beach Park	$30					
TOTAL AMOUNT PAID ON THIS REGISTRATION						600.00

PAYMENT METHOD (please check one):

Please note: Credit Cards processed by USTMAAAA.

☑ **CHECK** – pay to USTMAAA ☐ **VISA** ☐ **MC** ☐ **AMEX**

CREDIT CARD #

NAME ON CARD | EXP DATE

AUTHORIZED SIGNATURE | BILLING ZIP CODE

MAIL REGISTRATION FORM TO:
USTMAAA EXECUTIVE OFFICE, P.O. BOX 2240, Terre Haute, IN 47802
OR FAX FORM TO: (812) 232-0341

CANCELLATION POLICY
No refunds will be issued for cancellations made after May 24, 2013 due to hotel food guarantees. Cancellations after May 24, 2013 will be assessed a $75.00 administrative fee.

FOR MORE INFORMATION
Call **(248) 626-2878** OR **(812) 238-1216** OR e-mail ustmaaa@ustmaaamerica.com or log on to **http://ustmaaamerica.wildapricot.org**

21st USTMAAA Grand Reunion & Medical Convention

Hilton Hawaiian Village Waikiki Resort Hotel

Schedule of Continuing Medical Education

June 28, 2013, Friday

7:50 AM	Welcome from the President of USTMAAA	Eustaquio O. Abay, MD
8:00 – 8:40 AM	Healthy Living: Essential Nutrition, Weight Control and Exercise	Jose de Guzman, MD
8:40 – 9:20 AM	Hepatitis C	Sam Saab, MD
9:20 – 10:00 AM	Update: C. Difficile Infection	Mark Asperilla, MD
10:00 – 10:20 AM	COFFEE BREAK	
10:20 – 11:00 AM	Geriatric Medicine: Update	Ruben de los Santos, MD
11:00 – 11:40 AM	Drug Allergy and Interaction	Emmanuel Eugenio, MD
11:40 – 12:20 AM	Drug Development and Role of Pharmaceutical Physician	Reneiro Deza, MD
12:20 – 1:20 PM	Lunch Meeting : Tax/Retirement Strategy	
	Sponsored by Wells Fargo Advisors, LLC; Kelly Costello, Financial Advisor	
1:20 – 2:00 PM	Prevention Of Coronary Artery Disease	Dionisio B. Yorro, MD
2:00 – 2:40 PM	Malignant Hypertension and Hypertensive Crisis	Gerry Flores, MD
2:40 – 3:20 PM	Update in the Management of Sepsis	Jose Evangelista, Jr., MD
3:20 – 3:40 PM	COFFEE BREAK	
3:40 – 4:20PM	Update: GERD	Fernando V. Ona, MD
4:20 – 5:00 PM	Updates in Cataract Surgery	Antonio Gonzales, MD

June 29, 2013, Saturday

8:00 – 8:40 AM	Alzheimers Dementia	Kore Liow, MD
8:40 – 9:20 AM	Update: Spinal Diseases	Eustaquio Abay, MD
9:20 – 10:00 AM	Potpourri of Nasal/Sinus Cases for the Non-specialist	Toribio C. Flores, MD
10:00 – 10:20 AM	COFFEE BREAK	
10:20 – 11:00 AM	Updates in Emergency Medicine	Ed Cabigao, MD
11:00 – 11:40 AM	The Clinician as an Investigator: Potential Impact of Recent Trends in Clinical Research	Fidela Moreno, MD
11:40 – 12:40 Noon	Preceptorship/Observership in Medicine	Eustaquio Abay, MD, Primo Andres, MD, Ray Romero, MD

Payment Due Date	New Balance	Last Stmt Amount	Minimum Payment Amount
08/25/13	$6,046.93	$0.00	$149.00

MileagePlus UNITED

Account number: [redacted]

$ [ ]

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

[redacted]

31017 BEA 9 20913 C
ZENAIDA BHATIA
4 SUNSET LN
HARTSDALE NY 10530-3109

YOUNG

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

5000160 28 236606 2271 30 28

MileagePlus UNITED

Manage your account online: www.chase.com/united

Customer Service 1-800-537-7783

Additional contact information on back

ACCOUNT SUMMARY

Account Number: [redacted]

Previous Balance	$6,193.60
Payment, Credits	-$2,000.00
Purchases	+$1,764.48
Cash Advances	$0.00
Balance Transfers	$0.00
Fees Charged	$0.00
Interest Charged	+$88.85
New Balance	$6,046.93
Opening/Closing Date	06/29/13 - 07/28/13
Credit Access Line	$48,400
Available Credit	$42,353
Cash Access Line	$9,680
Available for Cash	$9,680

PAYMENT INFORMATION

New Balance	$6,046 93
Payment Due Date	08/25/13
Minimum Payment Due	$149.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	19 years	$12,425
$208	3 years	$7,474 (Savings=$4,951)

If you would like information about credit counseling services, call 1-866-797-2885.

YOUR ACCOUNT MESSAGES

New York Residents: New York residents may contact the New York State Banking Department at 1-800-518-8866 to obtain a comparative list of credit card rates, fees and grace periods.

& Item was transferred from lost / stolen account.

MILEAGEPLUS MILES EARNED

+ Miles earned this statement from purchases	1,765
- Total miles earned this statement	1,765
Total miles transferred to United	1,765
Year-to-date miles earned on credit card	25,070

Thank you for choosing the United MileagePlus Visa! Please visit www.united.com/chase to see all of your redemption options!
1-800-421-4655 (MileagePlus) 1-800-241-6522 (Reservations)

Your United Mileage Plus Visa allows you to earn unlimited miles for your everyday spend! You earn 1 mile for every $1 you spend on purchases Add authorized users, and sign up to have your monthly bills charged to your card- why not get miles for all those purchases too?

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	$ Amount
	PAYMENTS AND OTHER CREDITS	
07/25	Payment Thank You - Web	-2,000.00
	PURCHASES	
06/30	HILTON HOTELS HONOLULU HI	1,241.95
07/01	&EZPASS PREPAID TOLL 800-333-8655 NY	190.00
07/01	UNITED 0162602082980 800-932-2732 TX	25.00
	0701131 E HNL SFO	
	2 E SFO JFK	
07/01	LONGS #9317 KAPOLEI HI	73 42
07/02	H MART HARTSDALE HARTSDALE NY	17.63

Administrative Bar Date: January 31, 2014 at 4:00 p.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

---------- x

In re:	Chapter 11 Case
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,	Case No. 13- 22840 (RDD)
Debtors.	(Jointly Administered)

---------- x

NOTICE OF DEADLINE REQUIRING FILING OF ADMINISTRATIVE PROOFS OF CLAIM THAT AROSE, ACCRUED OR OTHERWISE BECAME PAYABLE FROM MAY 29, 2013 THROUGH NOVEMBER 6, 2013

TO ALL CREDITORS, PARTIES IN INTEREST AND GOVERNMENTAL UNITS THAT MAY HAVE AN ADMINISTRATIVE CLAIM AGAINST ANY OF THE DEBTORS SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in Last 5 Years
Sound Shore Medical Center of Westchester	13-22840	13-1740117	N/A
The Mount Vernon Hospital, Inc.	13-22841	13-1740115	N/A
Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center	13-22842	23-7000781	N/A
The M.V.H. Corporation	13-22843	13-3281514	N/A
Sound Shore Health System, Inc.	13-22844	13-4011398	N/A

NRHMC Services Corporation	13-22845	13-3769137	N/A
New Rochelle Sound Shore Housing, LLC	13-22846	13-1740117	N/A

The United States Bankruptcy Court for the Southern District of New York (the "**Court**") has entered an Order (the "**Administrative Bar Date Order**") establishing (i) **January 31, 2014 at 4:00 p.m. (prevailing Eastern time)** as the last date for each person or entity (including individuals, partnerships, limited liability companies, corporations, joint ventures, trusts and governmental units) to file requests for allowance and payment of administrative claims (the "**Administrative Claim**"), against any of the Debtors listed above (the "**Administrative Bar Date**"), for the period of May 29, 2013 through November 6, 2013 (the "**Administrative Claim Period**"), including claims entitled to priority in accordance with sections 503 and 507(a) of the Bankruptcy Code (the "**Administrative Claims**"). **Such Administrative Claims shall be deemed filed only when they are actually received.** With respect to any Administrative Claims that arise, accrue or otherwise become payable after November 6, 2013, the Court will fix a supplemental bar date. You will receive notice of that date at a later time.

If you have any questions relating to this Notice or would like a copy of the Administrative Bar Date Order, please feel free to contact the Debtors' claims agent, GCG, Inc., at (866) 300-1288 or by email at SoundShoreInfo@gcginc.com, or visit their website at www.gcginc.com/cases/soundshore.

1. WHO MUST FILE AN ADMINISTRATIVE CLAIM FORM

Pursuant to the terms of the Administrative Bar Date Order, and except as otherwise provided herein, each person or entity (including without limitation individuals, partnerships, limited liability companies, corporations, joint ventures, trusts, estates or governmental units) that hold or assert a claim that: (a) arose under 11 U.S.C. §§ 503(b)(1)-(8) and 507(a)(2) from May 29, 2013 through November 6, 2013, and (c) is not one of the types of claims described in Section 2 below, as against any of the Debtors MUST timely file an Administrative Claim that conforms substantially to the Administrative Claim Form (as defined below) attached hereto, so that it is **actually received** by GCG, Inc. ("**GCG**"), the Bankruptcy Court approved claims agent, or the Clerk of the Bankruptcy Court in these Chapter 11 cases, on or before the Administrative Bar Date set forth below.

You MUST file a Administrative Claim Form to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose during the Administrative Claim Period of May 29, 2013 through November 6, 2013, and it is not one of the types of Excluded Claims described in Section 4 below. Claims based on acts or omissions of the Debtors that occurred during the Administrative Claim Period (other than Excluded Claims), must be filed on or prior to the

Administrative Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before November 6, 2013.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

11 U.S.C. § 503 defines administrative expense claims, in part, as all "necessary costs and expenses" of preserving the debtor's estate, including wages, salaries and commissions (and any taxes withheld from such wages, salaries or commissions). If you supplied goods or services to the Debtor during the period of May 29, 2013 through November 6, 2013, and have not been paid for those goods or services, then you may have an administrative claim. If you provided goods or services before May 29, 2013, then you do not have an administrative claim for those goods or services. Please consult your legal advisor if you have any uncertainty as to whether your proposed claim may constitute an administrative claim. The preceding explanation is intended to provide guidance, not to serve as legal advice.

For avoidance of doubt, claims do not include section 503(b)(9) Claims which were subject to the General Bar Date established pursuant to an Order of the Bankruptcy Court entered on July 25, 2013 [Docket No. 194]. For purposes of the Administrative Bar Date Order and as used in this Notice, the term "section 503(b)(9) Claim" means the value of any goods received by the Debtors within twenty (20) days prior to the Petition Date (May 29, 2013), which goods were sold to the Debtors in the ordinary course of their business.

WHAT TO FILE

If you file an Administrative Claim it must conform substantially to the claim form provided with this Notice ("**Administrative Claim Form**"). The Debtors are enclosing an Administrative Claim Form for use in these cases. Any holder of an Administrative Claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor and all holders of claims must identify on their proof of claim the specific Debtor against which their claim is asserted and the case number of that Debtor's bankruptcy case. A list of the names of the Debtors and their case numbers is set forth above. Additional proofs of claim forms may be obtained from the Debtors' website at www.gcginc.com/cases/soundshore or by calling 866-300-1288.

All proof of claim forms must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. They must be written in the English language and be denominated in lawful United States currency. All requests for allowance and payment of administrative claims must include all documents establishing the alleged claimant's right to such administrative claim and all corresponding documents proving the administrative nature of the claim (if voluminous, attach a summary).

BARRED, ESTOPPED AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS, THEIR ESTATES OR THEIR PROPERTY, AND THE DEBTORS' ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM, AND THE POTENTIAL CLAIMANT SHALL NOT BE PERMITTED TO PARTICIPATE IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM OR TO RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

A HOLDER OF A POSSIBLE ADMINISTRATIVE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF ADMINISTRATIVE CLAIM.

Dated: Great Neck, New York
December 18, 2013

BY ORDER OF THE COURT

GARFUNKEL WILD, P.C.
Counsel to the Debtors
111 Great Neck Road
Great Neck, New York 11021
(516) 393-2200

WHEN AND WHERE TO FILE

Except as provided for in the Order and herein, all original Administrative Claim Forms (and, where necessary, accompanying documentation) must be filed **so as to be actually received on or before January 31, 2014 at 4:00 p.m. (prevailing Eastern time)**, at the following addresses:

IF BY MAIL:
Sound Shore Medical Center
c/o GCG, Inc.
P.O. Box 9982
Dublin, OH 43017-5982

IF BY HAND DELIVERY OR OVERNIGHT MAIL:
Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A,
Dublin, OH 43017

-OR-

IF BY HAND DELIVERY:
United States Bankruptcy Court, SDNY
300 Quarropas Street
Room 248
White Plains, New York 10601
Attn: Clerk of the Court

Administrative Claim Forms will be deemed filed only when actually received by GCG or the Bankruptcy Court **on or before 4:00 p.m. (prevailing Eastern Time)** on the Administrative Bar Date. Administrative Claim Forms may not be delivered by facsimile, telecopy or electronic mail transmission.

WHO NEED NOT FILE AN ADMINISTRATIVE CLAIM FORM

You need not file an Administrative Claim Form on or prior to the Administrative Bar Date if you are:

(a) Any person or entity that holds an Administrative Claim that has been allowed by an order of the Bankruptcy Court entered on or before the Administrative Bar Date;

(b) Any person or entity that holds an Administrative Claim that has been paid in full;

(c) Any holder of an Administrative Claim which arises, accrues or otherwise becomes payable after the Administrative Bar Date;

(d) Any person or entity that has already properly filed an Administrative Claim against any of the Debtors with the Clerk of the Bankruptcy Court for the Southern District of New York or GCG, the Debtors' claims agent, in a form that is substantially similar to the Administrative Claim Form;

(e) Any Administrative Claim held by the Office of the United States Trustee under section 1930(a)(6) of title 28, United States Code;

(f) Any professionals retained by the Debtors or the Creditors' Committee under Court order pursuant to sections 327, 328, 330, 331, or 1103 of the Bankruptcy Code, (including any "ordinary course" professionals);

(g) The court appointed Ombudsman and any professionals retained by the Ombudsman;

(h) Any Administrative Claim held by Midcap Financial, LLC arising out of the DIP credit agreement or the Midcap prepetition credit agreement;

(i) Any Administrative Claim held by Montefiore SS Holdings, LLC; Montefiore MV Holdings, LLC; Montefiore HA Holdings, LLC; Montefiore New Rochelle Hospital; Montefiore Mount Vernon Hospital; or Schaeffer Extended Care Center arising out of or relating to the sale of substantially all of the Debtors' assets;

(j) A Debtor in these cases having a claim against another Debtor; and

(k) A holder of any Administrative Claim against any of the Debtors for which a separate deadline has been previously fixed by this Court, including holders of claims under section 503(b)(9) of the Bankruptcy Code (whereupon you will be required to file a Proof of Claim by that separate deadline).

THE ADMINISTRATIVE BAR DATE ALSO DOES NOT APPLY TO CLAIMS THAT AROSE BEFORE MAY 29, 2013. IF YOUR CLAIM AROSE BEFORE MAY 29, 2013, THIS NOTICE DOES NOT AFFECT YOU, AND YOU DO NOT NEED TO FILE AN ADMINISTRATIVE PROOF OF CLAIM FORM.

YOU SHOULD NOT FILE AN ADMINISTRATIVE CLAIM FORM IF YOU DO NOT HAVE AN ADMINISTRATIVE CLAIM AGAINST THE DEBTORS, OR IF THE ADMINISTRATIVE CLAIM YOU HELD AGAINST THE DEBTORS HAS ALREADY BEEN PAID IN FULL.

THIS NOTICE IS BEING SENT TO MANY PERSONS AND ENTITIES THAT HAVE HAD SOME RELATIONSHIP WITH OR MAY HAVE DONE BUSINESS WITH THE DEBTORS. SOME RECIPIENTS OF THIS NOTICE MAY NOT HAVE AN UNPAID ADMINISTRATIVE CLAIM. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

CONSEQUENCES OF FAILURE TO FILE AN ADMINISTRATIVE CLAIM FORM

EXCEPT WITH RESPECT TO CLAIMS OF THE TYPE SET FORTH IN SECTION 4 ABOVE, ANY HOLDER OF AN ADMINISTRATIVE CLAIM THAT FAILS TO PROPERLY FILE AN ADMINISTRATIVE CLAIM WITH PROPER SUPPORTING DOCUMENTATION ON OR BEFORE THE ADMINISTRATIVE BAR DATE, FOR ANY ADMINISTRATIVE CLAIMS AGAINST THE DEBTOR WILL BE FOREVER

13-22840-rdd Doc 1135-6 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
Pg 8 (Page 8) Pg 42 of 43

Sound Shore Medical Center of Westchester
c/o GCG
PO Box 9982
Dublin, OH 43017-5982

IMPORTANT TIME SENSITIVE BANKRUPTCY COURT DOCUMENTS ENCLOSED

SSM0212331934

ZENAIDA YOUNG MD
110 LOCKWOOD AVENUE
NEW ROCHELLE NY 10801

First Class Mail
U.S. Postage
PAID
S. Hackensack, NJ
Permit No. 1450

Please Direct to Addressee, President or General Counsel

10801@5012 C016

13-22840-rdd Doc 1135-25 Filed 06/29/15 Entered 06/29/15 14:27:20 Claims
(Part 23) Pg 43 of 43

Dr. Zenaida L. Young
4 Sunset Ln..
Hartsdale, NY 10530



Sound Shore Med. CTR Westchester et al
c/o GCG Inc.
P.O. Box 9982
Dublin, Ohio 43017-5982

43017E5982

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.	Chapter 11 Case No. 13-22840 (RDD)
Debtors.	(Jointly Administered)

ORDER GRANTING FOURTH OMNIBUS OBJECTION TO CLAIMS

THIS MATTER having come before the Court upon the motion of the Plan Administrator appointed in these cases (the "Motion")[1] for entry of an order pursuant to 11 U.S.C. § 502 and Rule 3007 of the Federal Rules of Bankruptcy reclassifying, expunging, and/or disallowing each of the proofs of claim listed on Exhibit A attached hereto, on the basis that they were incorrectly classified; the Court having reviewed the Fourth Objection; and notice having been provided (i) to the claimants listed on Exhibit A at the addresses set forth on the claimants' respective proofs of claim, (ii) counsel for the Committee, and (iii) the Office of the United States Trustee; and no response having been filed thereto; and the Court having jurisdiction to consider the Fourth Objection; and the Fourth Objection having come before the Court for a hearing held on August 4, 2015 (the "Hearing"); and upon the record made before the Court on that date; and the Court having found that the relief requested in the Fourth Objection is in the best interest of the Debtors' estate, creditors and other parties in interest; and it appearing that sufficient notice of the Fourth Objection has been given, and the Court having determined that the legal and factual basis set forth in the Fourth Objection establish cause for the relief

[1] Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion

granted herein; and after due deliberation and consideration of the Motion having been had; and it appearing that good and sufficient cause exists for granting the Fourth Objection, it is hereby

ORDERED, that the relief requested in the Fourth Objection is GRANTED to the extent set forth below and upon the terms and conditions set forth herein; and it is further

ORDERED, that the Claims listed on Exhibit A, as attached hereto, are hereby reclassified, expunged and disallowed; and it is further

ORDERED, that the Debtors' claims and noticing agent, Garden City Group, LLC, and the Clerk of this Court are authorized to take any and all actions that are necessary or appropriate to give effect to this Order; and it is further

ORDERED, that this Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.

Dated: August____, 2015
White Plains, New York

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Hearing Date: August 4, 2015 at 10:00 a.m. (Prevailing Eastern Time)
Objection Deadline: July 28, 2015 at 4:00 p.m. (Prevailing Eastern Time)

GARFUNKEL WILD, P.C.
Counsel for the Plan Administrator and Estate
111 Great Neck Road
Great Neck, New York 11021
Phone: 516.393-2200
Fax: 516.466-5964
Burton S. Weston
Afsheen A. Shah

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

In re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al[1].,

Debtors.

Chapter 11 Case

No. 13-22840 (RDD)
(Jointly Administered)

----------x

THE OMNIBUS CLAIMS OBJECTION LISTED BELOW SEEKS TO DISALLOW AND EXPUNGE CERTAIN FILED PROOFS OF CLAIM. YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR CLAIM IS COVERED BY THE FOURTH OMNIBUS OBJECTION. YOUR FAILURE TO TIMELY OPPOSE THE RELIEF SOUGHT HEREIN MAY RESULT IN THE GRANTING OF THE RELIEF REQUESTED BY THIS OBJECTION.

NOTICE OF PLAN ADMINISTRATOR'S FOURTH OMNIBUS OBJECTION TO CLAIMS THAT HAVE BEEN INCORRECTLY CLASSIFIED

PLEASE TAKE NOTICE, that a hearing on the annexed Fourth Omnibus Objection to Claims, dated June 30, 2015 (the "Fourth Omnibus Objection"), of the Post Confirmation Estate of Sound Shore Medical Center of Westchester, et al. (the "Estate"), will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: Sound Shore Health System, Inc. (1398), Sound Shore Medical Center of Westchester (0117), The Mount Vernon Hospital (0115), Howe Avenue Nursing Home, Inc., d/b/a Helen and Michael Schaffer Extended Care Center (0781), NRHMC Services Corporation (9137), The M.V.H. Corporation (1514) and New Rochelle Sound Shore Housing, LLC (0117). There are certain additional affiliates of the Debtors who are not debtors and have not sought relief under Chapter 11.

Court for the Southern District of New York (the "Court"), 300 Quarropas Street, White Plains, New York, on the 4th day of August 2015 at 10:00 a.m. or as soon thereafter as counsel may be hard seeking the relief set forth on Exhibit A to the Fourth Omnibus Objection.

ALL PARTIES RECEIVING THIS NOTICE SHOULD REVIEW THE FOURTH OMNIBUS OBJECTION CAREFULLY TO DETERMINE IF A RESPONSE IS REQUIRED. THE FAILURE TO TIMELY FILE A RESPONSE OR OTHERWISE OPPOSE THE OBJECTION MAY RESULT IN THE GRANTING OF THE RELIEF SOUGHT BY THE FOURTH OMNIBUS OBJECTION AS TO YOUR CLAIM.

PLEASE TAKE FURTHER NOTICE that responses if any, to the proposed Fourth Omnibus Objection (the "Responses") shall be made in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the Southern District of New York, shall state with particularity the grounds upon with such Response is based, and shall be filed with the Bankruptcy Court, in electronic format in accordance with General Order M-399, by utilizing the Court's electronic case filing system at www.nysb.uscourts.gov, or if the same cannot be filed electronically, by manually filing same with the Clerk of the Court together with a cd-rom containing same in Word, Wordperfect or pdf format, with a hard copy provided to the Clerk's Office at the Bankruptcy Court for delivery to the Chambers of the Honorable Robert D. Drain and served on (i) Garfunkel Wild, P.C., 111 Great Neck Road, Great Neck, New York 11021, Attention: Burton S. Weston, Esq., Afsheen A. Shah, Esq. and Adam T. Berkowitz, Esq., counsel to the Plan Administrator; (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 Attention: Martin G. Bunin, Esq. and Craig E. Freeman, Esq., counsel to the Committee; and (iii) the Office of the United States Trustee for this district so as to be received by all such parties no later than 4:00 p.m. (Prevailing Eastern Time) on July 28, 2015.

PLEASE TAKE FURTHER NOTICE that if no Responses are timely filed and served with respect to the Fourth Omnibus Objection, the Estate may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Fourth Omnibus Objection, which order may be entered with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the hearing on the Fourth Omnibus Objection may be adjourned without further notice except an announced in open court on the Hearing Date, or at any adjourned hearing.

Dated: Great Neck, New York
June 30, 2015

GARFUNKEL WILD, P.C.
Counsel for the Plan Administrator and Estate

By: _____
Burton S. Weston
Afsheen A. Shah
111 Great Neck Road
Great Neck, NY 11021
(516) 393-2200