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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

Chapter 11

Case No.: 13-22840 (RDD)

Debtors.
-----X

**PLAN ADMINISTRATOR'S SEVENTH OBJECTION TO ALLOWANCE
OF CERTAIN ADMINISTRATIVE PROOFS OF CLAIM**

(Satisfied 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, hereby submits this application (the "Application") for entry of an Order pursuant to 11 USC § 502 and Fed. R. Bankr. P. 3007 disallowing and expunging certain proofs of claim identified on Exhibit A annexed hereto on the basis that the claims on Exhibit A have been previously paid and satisfied and no longer represent valid obligations of the Debtors. In support of the Application, the Plan Administrator represents as follows:

Background

1. On May 29, 2013 (the "Petition Date"), Sound Shore Medical Center of Westchester, and its affiliates (each a "Debtor" and together the "Debtors," and its debtor

affiliates, filed 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 schedule 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 “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, 2007 (the “Bar Date”) and the deadline for governmental units to file claims against the Debtors was established as November 25, 2015. On August 13, 2013, the Debtors caused written notice of the Bar Date to be mailed to the Debtors’ 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 The New York Times [Docket No. 299].

6. Thereafter, on December 13, 2015, 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 Debtor (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 Debtor’s known and potential 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].

Jurisdiction

9. 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 3001 and 3002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Relief Requested

10. Since the passing of the Administrative Bar Date, the Plan Administrator, together with her counsel and advisors, has 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 Seventh Objection. The claims that are the subject of this Seventh Objection are those claims which have been previously paid by the Debtors and no longer represent valid obligations of the Debtors.

11. Upon examining the proofs of claim identified on Exhibit A, the Plan Administrator determined that each such claim had been filed on account of obligations which have been previously satisfied and paid by the Debtors and/or the Plan Administrator (the "Satisfied Claims"). As such, the Satisfied Claims no longer constitute existing or valid obligations of the Debtors.

12. The Debtors thus seek entry of an order or orders pursuant to Section 502 of the Bankruptcy Code and Rule 3001 of the Federal Rules of Bankruptcy Procedure disallowing and expunging the Satisfied Claims identified on Exhibit A, as attached hereto.

Basis for Relief Requested

13. 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).

14. Pursuant to Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes *prima facie* evidence of the validity and the amount of the underlying claim under section 502(a) of the Bankruptcy Code. *See* Fed. R. Bankr. P. 3001(f). To receive the benefit of *prima facie* validity, however, “the proof of claim must ‘set forth facts necessary to support the claim.’”. *In re Chain*, 255 B.R. 278, 280 (Bankr. D.Conn. 2000) (quoting *In re Marino*, 90 B.R. 25, 28 (Bankr. D. Conn. 1988)).

15. As set forth herein, 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 previously satisfied and paid in full. The Plan Administrator thus seeks to disallow and expunge each of the objectionable claims identified on Exhibit A as having been satisfied.

RESERVATION OF RIGHTS

16. The Plan Administrator reserves all rights to object to any surviving claims asserted against the Debtors, as identified on the annexed exhibits, whether asserted or unasserted by any of the claimants affected by the Application against the Debtors. 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

17. Notice of this Seventh Objection will be given by mailing a copy of this Seventh Objection and the proposed order to (i) the Office of the United States Trustee for this district, (ii) counsel for the Committee, (iii) each of the claimants listed on Exhibit A, at their respective

addresses as set forth on such exhibit, and (iv) each of the entities who have filed a notice of appearance in accordance with Bankruptcy Rule 2002 and all other parties required to be notified under the Case Management Order. In addition, as required under the Order Approving Omnibus Claim Objection Procedures [Docket No. 1036], each claimant whose claim is subject to this Seventh Objection has received, in such claimant's respective notice packet, a separate individualized notice informing the claimant that its claim is covered by this Seventh 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 Seventh 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 A, 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

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

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111 Great Neck Road
Great Neck, New York 11021
Telephone: (516) 393-220
Facsimile: (516) 466-5964
Burton S. Weston
Afsheen A. Shah

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 SEVENTH 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' Seventh Omnibus Objection to Claims (the "Seventh 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 Estates. 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 Seventh Omnibus 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, assess the validity of the Proofs of Claim and obtain additional source documents when necessary.

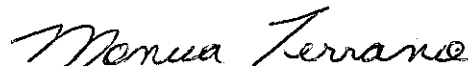
THE SATISFIED CLAIMS

5. I am generally familiar with the information contained in the Seventh Objection. Based on my review of the Proofs of Claim, I assisted the Estates' bankruptcy counsel in the preparation of the Seventh Objection and related schedules by identifying all filed claims that had been paid in full by the Debtors and thus should be disallowed, expunged, or otherwise reduced (the "Satisfied Claims").

6. In evaluating the Satisfied 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 Satisfied Claim had been paid in full by the Debtors and therefore, no longer represented existing or valid objections of the Debtors. Therefore, I believe that disallowance, expungement, reclassification, reduction, or modification of each Satisfied Claim, 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 - Paid/Satisfied/Released Claims

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

SEQ NO.	NAME	CLAIM NO.	DATE FILED	CLAIMED DEBTOR	CASE NO.	CLAIM AMOUNT	ALLOWED AMOUNT
1	A-PLUS COMPUTER SOLUTIONS INC 10 WALNUT RIDGE RD NEW FAIRFIELD, CT 06812	1129	01/07/14	Howe Avenue Nursing Home, Inc.	13-22842	Admin: \$169.00	Admin: \$0.00
2	AETNA INC ATTN JOAN CONEJO 3200 HIGHLAND AVE DOWNER GROVE, IL 60515	1321	01/31/14	Howe Avenue Nursing Home, Inc.	13-22842	Admin: \$1,000.00	Admin: \$0.00
3	AETNA INC ATTN JOANN CONEJO 3200 HIGHLAND AVE DOWNERS GROVE, IL 60515	1320	01/31/14	New Rochelle Sound Shore Housing, LLC	13-22846	Admin: \$66,708.21	Admin: \$0.00
4	ALLEGIANCE BILLING & CONSULTING LLC 333 JERICHO TPKE STE 102 JERICHO, NY 11753	1214	01/24/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$113,790.96	Admin: \$0.00
5	ASAP MESSENGER 6 SKYLINE DR HAWTHORNE, NY 10532	1102	12/31/13	Sound Shore Medical Center of Westchester	13-22840	Admin: \$1,703.77	Admin: \$0.00
6	BROWN, LORNA 3638 PALMER AVE 3RD FL BRONX, NY 10466	1224	01/24/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$485.56	Admin: \$0.00
7	CARDONE RECORD SERVICES INC 1960 S CARBOY RD MOUNT PROSPECT, IL 60056	1355	02/03/14	Sound Shore Health System, Inc.	13-22844	Admin: \$41,230.05	Admin: \$0.00
8	CHEATHAM, ROCHELLE 45 S 7TH AVE FL 1 MT VERNON, NY 10550	1222	01/24/14	Sound Shore Medical Center of Westchester	13-22840	Unliquidated	Admin: \$0.00
9	COACTIV LLC 900 ETHAN ALLEN HWY RIDGEFIELD, CT 06877	1240	01/27/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$46,293.30	Admin: \$0.00
10	COACTIV LLC 900 ETHAN ALLEN HWY RIDGEFIELD, CT 06877	1241	01/27/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$31,294.34	Admin: \$0.00
11	COACTIV LLC 900 ETHAN ALLEN HWY RIDGEFIELD, CT 06877	1531	12/29/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$5,392.74	Admin: \$0.00

Sound Shore Medical Center of Westchester, *et al.*, Exhibit A - Paid/Satisfied/Released Claims

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

SEQ NO.	NAME	CLAIM NO.	DATE FILED	CLAIMED DEBTOR	CASE NO.	CLAIM AMOUNT	ALLOWED AMOUNT
12	COACTIV LLC 900 ETHAN ALLEN HWY RIDGEFIELD, CT 06877	1532	12/29/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$8,442.09	Admin: \$0.00
13	CW NORTH RIDGE PLAZA LLC C/O GLEICH SIEGEL & FARKAS LLP 36 SOUTH STATION PLAZA GREAT NECK, NY 11021	786	09/16/13	NRHMC Services Corporation	13-22845	Admin: \$14,166.22* Unsecured: \$68,130.10*	Admin: \$0.00
14	DADDESIO, NICK & JOANNE 5 PALMER LN THORNWOOD, NY 10594	1284	01/30/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$2,000.00	Admin: \$0.00
15	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	797	01/31/14	Sound Shore Medical Center of Westchester	13-22840	Unliquidated	Admin: \$0.00
16	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	798	01/31/14	The Mount Vernon Hospital, Inc.	13-22841	Unliquidated	Admin: \$0.00
17	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	799	01/31/14	Howe Avenue Nursing Home, Inc.	13-22842	Unliquidated	Admin: \$0.00
18	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	800	01/31/14	The M.V.H. Corporation	13-22843	Unliquidated	Admin: \$0.00
19	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	801	01/31/14	Sound Shore Health System, Inc.	13-22844	Unliquidated	Admin: \$0.00

Sound Shore Medical Center of Westchester, *et al.*, Exhibit A - Paid/Satisfied/Released Claims

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

SEQ NO.	NAME	CLAIM NO.	DATE FILED	CLAIMED DEBTOR	CASE NO.	CLAIM AMOUNT	ALLOWED AMOUNT
20	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	802	01/31/14	NRHMC Services Corporation	13-22845	Unliquidated	Admin: \$0.00
21	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	803	01/31/14	New Rochelle Sound Shore Housing, LLC	13-22846	Unliquidated	Admin: \$0.00
22	EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN LOUIS L BENZA ESQ ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006	1502	04/11/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$252,654.60*	Admin: \$0.00
23	ENVIRONMENTAL SERVICES PROF PO BOX 205 HAWTHORNE, NY 10532	350	08/30/13	Sound Shore Health System, Inc.	13-22844	Admin: \$5,198.88 Priority: \$11,893.88	Admin: \$0.00
24	HEALOGICS WOUND CARE & HYPERBARIC SERVICES INC FKA NATIONAL WOUND CARE & HYPERBARIC SERVICES INC C/O AKERMAN LLP ATTN JOHN B MACDONALD, ESQ 50 N LAURA ST STE 3100 JACKSONVILLE, FL 32202	1244	01/27/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$123,929.94	Admin: \$0.00
25	INNOVATIVE ORTHOTICS & PROSTHETICS INC 17 PALISADE AVE WHITE PLAINS, NY 10607	1077	12/28/13	Howe Avenue Nursing Home, Inc.	13-22842	Admin: \$107.10	Admin: \$0.00
26	KLOGIX 1319 BEACON ST STE 1 BROOKLINE, MA 02446	1170	01/15/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$9,041.67	Admin: \$0.00
27	LIGGIO, ROBERT 510 CARROLL AVE MAMARONECK, NY 10543	1525	10/15/14	Sound Shore Medical Center of Westchester	13-22840	Priority: \$105.00	Admin: \$0.00
28	MD RESOURCE 5981 GRAHAM CT LIVERMORE, CA 94550	1133	01/08/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$1,144.00	Admin: \$0.00

Sound Shore Medical Center of Westchester, *et al.*, Exhibit A - Paid/Satisfied/Released Claims

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

SEQ NO.	NAME	CLAIM NO.	DATE FILED	CLAIMED DEBTOR	CASE NO.	CLAIM AMOUNT	ALLOWED AMOUNT
29	MEDLINE INDUSTRIES INC ATTN ANNE KISHA ONE MEDLINE PLACE MUNDELEIN, IL 60060	231	08/21/13	Sound Shore Medical Center of Westchester	13-22840	Admin: \$316,043.29	Admin: \$0.00
30	NEW YORK STATE DEPARTMENT OF HEALTH C/O NYS ATTORNEY GENERAL ATTN ENID NAGLER STUART 120 BROADWAY 24TH FL NEW YORK, NY 10271	1294	01/30/14	Howe Avenue Nursing Home, Inc.	13-22842	Admin: \$3,255.00	Admin: \$0.00
31	NEW YORK STATE DEPARTMENT OF HEALTH C/O NYS ATTORNEY GENERAL ATTN ENID NAGLER STUART 120 BROADWAY 24TH FL NEW YORK, NY 10271	1295	01/30/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$1,246.00	Admin: \$0.00
32	NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE BANKRUPTCY SECTION PO BOX 5300 ALBANY, NY 12205	1038	10/30/13	Sound Shore Medical Center of Westchester	13-22840	Admin: \$766.37	Admin: \$0.00
33	NUTRITION MANAGEMENT SERVICES COMPANY C/O PORZIO BROMBERG & NEWMAN PC ATTN WARREN J MARTIN, ESQ 100 SOUTHGATE PKWY MORRISTOWN, NJ 07962	1296	01/30/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$34,884.52	Admin: \$0.00
34	NUTRITION MANAGEMENT SERVICES COMPANY C/O PORZIO BROMBERG & NEWMAN PC ATTN WARREN J MARTIN, ESQ 100 SOUTHGATE PKWY MORRISTOWN, NJ 07962	1297	01/30/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$86,851.92	Admin: \$0.00
35	NYS ATTY GENERAL MEDICAID FRAUD CONTROL UNIT ATTN ENID NAGLER STUART 120 BROADWAY 24TH FL NEW YORK, NY 10271	1271	01/29/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$1,216,807.35	Admin: \$0.00
36	OBISPO-COMAS, JUANA 249 SOUTH 10TH AVENUE MT VERNON, NY 10550	1026	10/08/13	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$300.00	Admin: \$0.00
37	PRIMARY CARE DEVELOPMENT CORPORATION ATTN PETER CUCCHIARA 45 BROADWAY STE 530 NEW YORK, NY 10006	1327	01/31/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$4,312.50	Admin: \$0.00

Sound Shore Medical Center of Westchester, *et al.*, Exhibit A - Paid/Satisfied/Released Claims

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

SEQ NO.	NAME	CLAIM NO.	DATE FILED	CLAIMED DEBTOR	CASE NO.	CLAIM AMOUNT	ALLOWED AMOUNT
38	PRIMARY CARE DEVELOPMENT CORPORATION ATTN PETER CUCCHIARA 45 BROADWAY STE 530 NEW YORK, NY 10006	1328	01/31/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$4,312.50	Admin: \$0.00
39	QUEST DIAGNOSTICS INCORPORATED ATTN MARA FIGURELLI 1 MALCOLM AVE TETERBORO, NJ 07608	1265	01/29/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$126,064.42*	Admin: \$0.00
40	QUEST DIAGNOSTICS INCORPORATED ATTN MARA FIGURELLI 1 MALCOLM AVE TETERBORO, NJ 07608	1268	01/29/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$107,092.27*	Admin: \$0.00
41	RENAL CARE REGISTERED NURSING SERVICES PC 19 DEMAREST AVE NANUET, NY 10954	1319	01/31/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$56,839.00	Admin: \$0.00
42	S & S FIRE SUPPRESSION SYSTEMS INC 425 WESTERN HWY TAPPAN, NY 10983	1157	01/13/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$491.80	Admin: \$0.00
43	SOUTH SHORE OFFICE PRODUCTS IN 100 MILBAR BLVD FARMINGDALE, NY 11735	1030	09/16/13	Sound Shore Medical Center of Westchester	13-22840	Admin: \$637.16 Unsecured: \$19,760.94	Admin: \$0.00
44	STAR ENVIRONMENTAL INC 5004 KINGS HWY BROOKLYN, NY 11234	1264	01/29/14	The Mount Vernon Hospital, Inc.	13-22841	Admin: \$975.00	Admin: \$0.00
45	SYNTHES INC C/O PATTERSON BELKNAP WEBB & TYLER LLP ATTN DAVID W DYKHOUSE, ESQ 1133 AVENUE OF THE AMERICAS NEW YORK, NY 10036	1242	01/27/14	Sound Shore Medical Center of Westchester	13-22840	Admin: \$22,556.00	Admin: \$0.00
46	WOMEN MEDICAL WELLNESS OF WESTCHESTER 100 STEVENS AVE 7TH FL MOUNT VERNON, NY 10550	913	09/16/13	Sound Shore Medical Center of Westchester	13-22840	Admin: \$151,590.18	Admin: \$0.00
47	ZYDOC 1455 VETERANS MEM HWY ISLANDIA, NY 11749	1279	01/29/14	Sound Shore Health System, Inc.	13-22844	Admin: \$219.26	Admin: \$0.00
* Denotes an unliquidated component.							

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.

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

ROBERT D. DRAIN

A-Plus Computer Solutions, Inc.
1 Padanaram Rd., Suite 142
Danbury, CT 06811

Statement

Statement Date:
Nov 6, 2013

Customer ID:
359S

Voice: 203-748-4553
Fax: 203-748-5983

Account Of:

HELEN & MICHAEL SCHAFER EXT.
ACCOUNTS PAYABLE
16 GUION PLACE
NEW ROCHELLE, NY 10802

Amount Enclosed

\$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
5/28/13				Balance Fwd		511.00
8/7/13	8/22/13	385955		PO# HA06590	~~170.00~~	~~681.00~~
10/8/13	10/23/13	386078		PO# HA06629	~~200.00~~	~~980.00~~
10/18/13	11/2/13	386095		PO# HA06628	169.00	1,149.00
					TOTAL	1,149.00

0 - 30	31 - 60	61 - 90	Over 90 days
468.00	0.00	0.00	681.00

Subtotal	169.00
Sales Tax	
Freight	
Total Invoice Amount	169.00
TOTAL	169.00

A Plus Computer Solutions Inc.
1 Padanaram Rd Suite 142
DANBURY Ct. 06811

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

38-
RETURN RECEIPT
REQUESTED

PRIORITY MAIL

7013 1710 0000 5251 9185

PRIORITY®



**UNITED STATES
POSTAL SERVICE®**

★
MAIL
★

FROM: A Plus Computer Solutions
3014 14th St NW
Seattle, WA 98107
206.461.1422

DANBURY Et. 06811

RECEIPT

五

TO: Sound Shore Medical Center

RECEIPT

c/o GCG INC.
PO BOX 9982

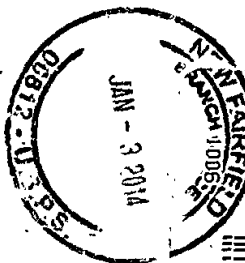
REQUESTED

Dublin OH 43017-5982

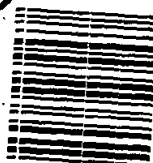
Label 228, July 2013

FOR DOMESTIC AND INTERNATIONAL USE

RETURN RECEIPT
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U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

01-31-14 A10:04 IN



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): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☒ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		
Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRIIMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC		Case No. 13-22843 13-22844 13-22845 13-22846		
Name of Creditor (The person or entity to whom the debtor owes money or property) AETNA 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: Aetna Inc. ATTN: Joan Conejo 3200 Highland Ave., Downer Grove, IL 60515		Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim. Claim Number (if known): _____ Date: _____		
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): Refunds due based on overpayments				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 1,000.00 (subject to revision as noted in attached Statement) (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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: <u>Kelli Rex, Business Project Program Sr. Manager</u> Title: <u>Head of Provider Resolution and Reconciliation</u> Company: <u>Aetna, Inc.</u> Address and telephone number (if different from notice address above): <u>1550 Pond Road</u> <u>Allentown, PA 18104</u> Telephone number: <u>610.336.1014</u> email: <u>RexKA@aetna.com</u>				

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.

EXHIBIT A
(Statement of Claim)

1. This administrative expense proof of claim (the "Claim") is submitted by the Aetna-related entity identified on the foregoing claim form ("Aetna") against the debtor identified on such form (the "Debtor").
2. Pursuant to an agreement between Aetna and the Debtor, Aetna continued to provide certain insurance products and services to or for the benefit of the Debtor (or the Debtor's customers) after the petition date for which Aetna remains unpaid. A statement reflecting the minimum amounts due and payable between May 29, 2013 and November 6, 2013 is attached hereto as Schedule 1.¹ Further documentation supporting Aetna's Claim contains confidential or proprietary information, including protected health information that cannot be publicly disclosed, and thus is not attached hereto.
3. Filing of this Claim does not constitute an election of remedies and cannot be construed as a waiver or release of any claims Aetna has or may have against any non-debtor third party that may be responsible for all or a portion of the amounts asserted in this Claim. Aetna expressly reserves the right to amend or supplement this Claim, including to assert that all or part of Aetna's Claim is secured by a contingent right of setoff. By filing this Claim, Aetna does not waive (a) its right to have final orders in non-core matters and other matters in which the bankruptcy court lacks constitutional power to enter final orders entered by the district court, (b) its right to trial by jury in any proceedings so triable herein or in any case, controversy, or proceeding related hereto, (c) its right to have the reference withdrawn in any matter subject to mandatory or discretionary withdrawal, or (d) any other rights, claims, actions, defenses, setoffs, or recoupments to which Aetna may be entitled under agreements, in law, or in equity, all of which rights, claims, action, defenses, setoffs, and recoupments are expressly reserved.

¹ In the ordinary course of its business, Aetna periodically audits the payments that it has previously made to healthcare providers such as the Debtor, and in some situations will "flag" for further investigation a payment that may have been paid erroneously. Once flagged, these payments are then noted in Aetna's system as having a "\$0.01" balance due. This notation will remain on those flagged payments until the conclusion of Aetna's audit process, at which time the "\$0.01" notation will be modified to reflect the actual amount of the erroneous overpayment (e.g., either \$0.00 if the audit finds no overpayment or the actual amount of the overpayment if an overpayment is confirmed). With respect to the amounts listed on Schedule 1 hereto, the payments showing amounts listed as "\$0.01" represent payments for which Aetna's audit process is still pending, while the payments showing amounts other than "\$0.01" represent payments for which Aetna's audit process is complete and the overpayments have been confirmed. Aetna expressly reserves the right to complete the audit process for all payments made to the Debtor, including the "flagged" payments listed on Schedule 1, as well as the right to amend this proof of claim to assert any and all overpayments that Aetna confirms at the conclusion of its audit process.

Schedule 1
(Outstanding Amounts)

(Additional information regarding the amounts listed below was excluded for privacy concerns and is able upon the request of Aetna's counsel)

Provider Payment Issue Date	Balance Due
8/26/2013	\$1,000.00

McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, VA 23219-4030
Tel 804.775.1000
Fax 804.775.1061
www.mcguirewoods.com

Whitney R. Travis
Direct: 804-775.1125

McGUIREWOODS

wtravis@mcguirewoods.com
Direct Fax: 800.698.2091

January 30, 2014

VIA FED EX

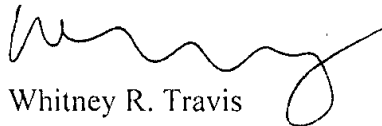
Sound Shore Medical of Westchester, *et al.*
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

**Re: *Sound Shore Medical of Westchester*, Case No. 13-22840
 Proofs of Claim of Aetna Inc.**

Dear Sir or Madam:

Enclosed, please find two sets of the two proofs of claim of Aetna Inc. to be filed in the above-captioned bankruptcy cases. Please file and retain one set for your records and date stamp and return the set marked "COPY" using the enclosed Federal Express envelope.

Best Regards,



Whitney R. Travis

Enclosures

From: (804) 775-1000
Whitney R. Travis
McGuireWoods LLP
901 East Cary St
One James Center
Richmond, VA 23219

Origin ID: GVEA



J14101312270326

Ship Date: 30JAN14
ActWgt: 0.5 LB
CAD: 103720214/WSXI2750

Delivery Address Bar Code



Ref # 1400980-1024
Invoice #
PO #
Dept #

RELEASE#: 3785346

SHIP TO: (614) 289-5400

BILL SENDER

Sound Shore Medical of Westchester

c/o GCG

5151 BLAZER PKWY STE A

DUBLIN, OH 43017

FRI - 31 JAN 10:30A
PRIORITY OVERNIGHT

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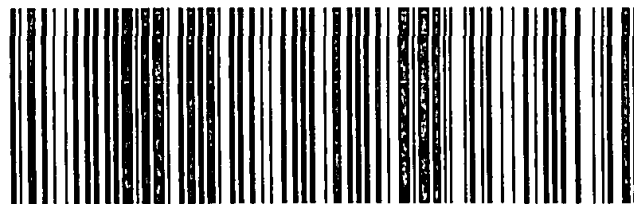
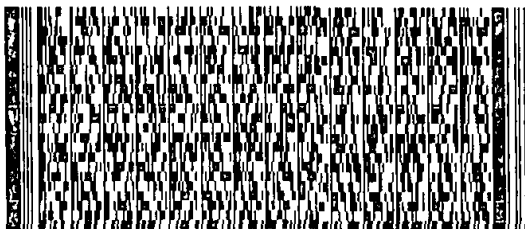
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FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

FILED - 01320

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

01-31-14 A10:04 IN



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): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		
Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRI/IMC Services Corporation ☒ New Rochelle Sound Shore Housing LLC		Case No. 13-22843 13-22844 13-22845 13-22846		
Name of Creditor (The person or entity to whom the debtor owes money or property): AETNA 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 Address Where Notices Should be Sent: Aetna Inc. ATTN: Joann Conejo 3200 Highland Ave., Downers Grove IL 60515		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): Refunds due based on overpayments				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 66,708.21 (subject to revision as noted in attached Statement) (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. ☐ 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.) (Attach copy of power of attorney, if any) 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: <u>Kelli Rex, Business Project Program Sr. Manager</u> <u>Kelli Rex</u> <u>1-29-14</u> Title: <u>Head of Provider Resolution and Reconciliation</u> (Signature) (Date) Company: <u>Aetna, Inc.</u> Address and telephone number (if different from notice address above): <u>1550 Pond Road</u> <u>Allentown, PA 18104</u> Telephone number: <u>610.336.1014</u> email: <u>RexKA@aetna.com</u>				

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.

EXHIBIT A
(Statement of Claim)

1. This administrative expense proof of claim (the "Claim") is submitted by the Aetna-related entity identified on the foregoing claim form ("Aetna") against the debtor identified on such form (the "Debtor").
2. Pursuant to an agreement between Aetna and the Debtor, Aetna continued to provide certain insurance products and services to or for the benefit of the Debtor (or the Debtor's customers) after the petition date for which Aetna remains unpaid. A statement reflecting the minimum amounts due and payable between May 29, 2013 and November 6, 2013 is attached hereto as Schedule 1.¹ Further documentation supporting Aetna's Claim contains confidential or proprietary information, including protected health information that cannot be publicly disclosed, and thus is not attached hereto.
3. Filing of this Claim does not constitute an election of remedies and cannot be construed as a waiver or release of any claims Aetna has or may have against any non-debtor third party that may be responsible for all or a portion of the amounts asserted in this Claim. Aetna expressly reserves the right to amend or supplement this Claim, including to assert that all or part of Aetna's Claim is secured by a contingent right of setoff. By filing this Claim, Aetna does not waive (a) its right to have final orders in non-core matters and other matters in which the bankruptcy court lacks constitutional power to enter final orders entered by the district court, (b) its right to trial by jury in any proceedings so triable herein or in any case, controversy, or proceeding related hereto, (c) its right to have the reference withdrawn in any matter subject to mandatory or discretionary withdrawal, or (d) any other rights, claims, actions, defenses, setoffs, or recoupments to which Aetna may be entitled under agreements, in law, or in equity, all of which rights, claims, action, defenses, setoffs, and recoupments are expressly reserved.

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Schedule 1
(Amounts Outstanding)

(Additional information regarding the amounts listed below was excluded for privacy concerns and is able upon the request of Aetna's counsel)

Provider Payment Issue Date	Balance Due
8/29/2013	\$23,981.97
10/7/2013	\$36,639.25
8/16/2013	\$6,086.88
10/31/2013	\$0.01
10/10/2013	\$0.01
10/24/2013	\$0.01
9/19/2013	\$0.01
8/22/2013	\$0.01
10/24/2013	\$0.01
7/4/2013	\$0.01
10/8/2013	\$0.01
10/29/2013	\$0.01
10/24/2013	\$0.01
10/30/2013	\$0.01

McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, VA 23219-4030
Tel 804.775.1000
Fax 804.775.1061
www.mcguirowoods.com

Whitney R. Travis
Direct: 804-775.1125

McGUIREWOODS

wtravis@mcguirowoods.com
Direct Fax: 800.698.2091

January 30, 2014

VIA FED EX

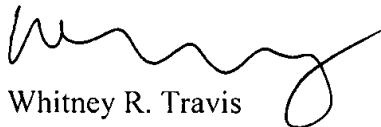
Sound Shore Medical of Westchester, *et al.*
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

Re: *Sound Shore Medical of Westchester, Case No. 13-22840*
Proofs of Claim of Aetna Inc.

Dear Sir or Madam:

Enclosed, please find two sets of the two proofs of claim of Aetna Inc. to be filed in the above-captioned bankruptcy cases. Please file and retain one set for your records and date stamp and return the set marked "COPY" using the enclosed Federal Express envelope.

Best Regards,



Whitney R. Travis

Enclosures

From: (804) 775-1000
Whitney R. Travis
McGuireWoods LLP
901 East Cary St
One James Center
Richmond, VA 23219

Origin ID: GVEA



Ship Date: 30JAN14
ActWgt: 0.5 LB
CAD: 103720214WSX12750

Delivery Address Bar Code



Ref # 1400980-1024
Invoice #
PO #
Dept #

RELEASE#: 3785346

SHIP TO: (614) 289-5400 BILL SENDER
Sound Shore Medical of Westchester
c/o GCG
5151 BLAZER PKWY STE A

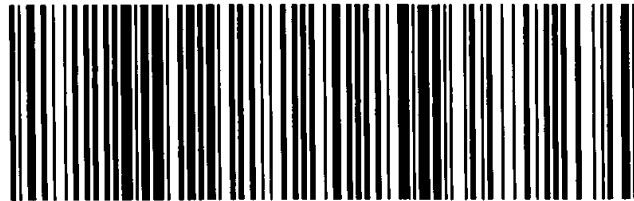
DUBLIN, OH 43017

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PRIORITY OVERNIGHT

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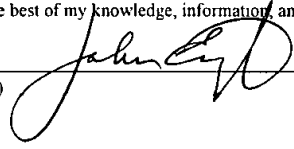
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FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.



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): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) ALLEGIANCE BILLING + CONSULTING, 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 ALLEGIANCE BILLING 333 JERICHO TRPK STE 102 JERICHO, NY 11753		☐ 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 ☐ Money loaned ☒ Services performed ☐ Taxes ☐ Personal Injury/Wrongful Death ☐ Retiree Benefits as Defined in 11 USC § 1114(a) ☐ Wages (Dates) _____ ☐ Other (Specify) _____				
2. DATE DEBT WAS INCURRED (IF KNOWN):				
3. DESCRIPTION OF CLAIM (IF KNOWN) MEDICAL BILLING FOR DATES OF SERVICE PRIOR TO 11/6/13				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM. \$ 113,790.96 (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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 ESPOSITO Title: MANAGING PARTNER Company: ALLEGIANCE BILLING + CONSULTING, LLC Address and telephone number (if different from notice address above): _____ Telephone number: 516-937-9100, EXT. 200 email: JESPOSITO@ALLEGIANCEBILLING.COM (Signature)  (Date) 1/23/14				

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 - 01214

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

Client Statement - Recap

Allegiance Billing and Consulting, LLC
333 Jericho Turnpike, Suite 102
Jericho, NY 11753

Invoice Number : C3596

Invoice Date : 10/10/2013

Payment Terms: Upon Receipt

Sound Shore Medical Center of Westchester - Physician Billing

Client Contact Person:

Melissa Messite

Statement Date:

October 2013

<i>Practice</i>	<i>Net Collections</i>	<i>Invoice Calculation</i>	<i>Invoice \$ Amt</i>
SSPS	\$227,152.82	8%	\$18,172.23
NRMS	\$143,795.82	8%	\$11,503.67
NRGMS	\$4,755.44	8%	\$380.44
Net Receipts	\$375,704.08	8%	\$30,056.33
Batching Services (\$25 per hour)	11.00 Hours		\$ 275.00
Coding Services (\$25 per hour)	76.00 Hours		\$ 1,900.00
			\$ 32,231.33

Confidential

Client Statement - Recap

Allegiance Billing and Consulting, LLC
333 Jericho Turnpike, Suite 102
Jericho, NY 11753

Invoice Number : C3609

Invoice Date : 11/1/2013

Payment Terms: Upon Receipt

Sound Shore Medical Center of Westchester - Physician Billing

Client Contact Person:

Melissa Messite

Statement Date:

November 2013

<i>Practice</i>	<i>Net Collections</i>	<i>Invoice Calculation</i>	<i>Invoice \$ Amt</i>
SSPS	\$209,385.76	8%	\$16,750.86
NRMS	\$129,539.03	8%	\$10,363.12
NRGMS	\$7,085.48	8%	\$566.84
Net Receipts	\$346,010.27	8%	\$27,680.82
Batching Services (\$25 per hour)	12.50 Hours		\$ 312.50
Coding Services (\$25 per hour)	70.00 Hours		\$ 1,750.00
			\$ 29,743.32

Confidential

Client Statement - Recap

Allegiance Billing and Consulting, LLC
333 Jericho Turnpike, Suite 102
Jericho, NY 11753

Invoice Number : C3622

Invoice Date : 12/1/2013
Payment Terms: Upon Receipt

Sound Shore Medical Center of Westchester - Physician Billing

Client Contact Person:

Melissa Messite

Statement Date:

December 2013

<i>Practice</i>	<i>Net Collections</i>	<i>Invoice Calculation</i>	<i>Invoice \$ Amt</i>
SSPS	\$220,934.47	8%	\$17,674.76
NRMS	\$117,240.62	8%	\$9,379.25
NRGMS	\$11,224.27	8%	\$897.94
Net Receipts	\$349,399.36	8%	\$27,951.95
Batching Services (\$25 per hour)	4.00 Hours		\$ 100.00
Coding Services (\$25 per hour)	70.00 Hours		\$ 1,750.00
			\$ 29,801.95

Confidential

Client Statement - Recap

Allegiance Billing and Consulting, LLC
333 Jericho Turnpike, Suite 102
Jericho, NY 11753

Invoice Number : C3635

Invoice Date : 12/31/2013

Payment Terms : Upon Receipt

Sound Shore Medical Center of Westchester - Physician Billing

Client Contact Person:

Melissa Messite

Statement Date:

December 2013

<i>Practice</i>	<i>Net Collections</i>	<i>Invoice Calculation</i>	<i>Invoice \$ Amt</i>
SSPS	\$155,168.88	8%	\$12,413.51
NRMS	\$110,733.60	8%	\$8,858.69
NRGMS	\$9,277.01	8%	\$742.16
Net Receipts	\$275,179.49	8%	\$22,014.36
Batching Services (\$25 per hour)		Hours	\$ -
Coding Services (\$25 per hour)		Hours	\$ -
			\$ 22,014.36

Confidential

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.

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

FILED - 01102

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

ASAP MESSENGER

6 SKYLINE DRIVE
HAWTHORNE, NY 10532

914-769-2727

SOUND SHORE MEDICAL CNTR
12 NORTH 7th AVENUE -3rd FLR PAT ACCTS
ATTN: ANGEL BORGEZ
MT. VERNON, NY 10550

Invoice # 20135
Invoice Date 11/1/13
CUSTOMER #: 1703

Net 30

SERVICE	QTY	UNIT	PRICE	EXT-PRICE

COURIER SERVICE

FOR THE MONTH OF OCTOBER 2013

Courier service Monday-Friday with deposit pickups				\$ 1,397.68

At Sound Shore Medical Center and delivery of
Deposits to Chase Bank, New Rochelle and return.

Second stops as required: NONE

6% Fuel Surcharge				83.86

TOTAL DUE				\$ 1,481.54

WE APPRECIATE YOUR BUSINESS

ASAP MESSENGER

6 SKYLINE DRIVE
HAWTHORNE, NY 10532

914-769-2727

SOUND SHORE MEDICAL CNTR
12 NORTH 7th AVENUE -3rd FLR PAT ACCTS
ATTN: ANGEL BORGEZ
MT. VERNON, NY 10550

Invoice # 20136
Invoice Date 11/8/13
CUSTOMER #: 1703

Net 30

SERVICE

QTY UNIT PRICE EXT-PRICE

COURIER SERVICE

FOR THE MONTH OF NOVEMBER 2013

Courier service Monday-Wednesday (Nov 4,5,6)

with deposit pickups

\$ 209.65

At Sound Shore Medical Center and delivery of
Deposits to Chase Bank, New Rochelle and return.

Second stops as required: NONE

6% Fuel Surcharge

12.58

TOTAL DUE

\$ 222.23

WE APPRECIATE YOUR BUSINESS

(Part 1) Pg 25 of 33

ASAP
MESSENGER
6 Skyline Drive, Hawthorne
New York 10532

Sound Shore Medical & Woundcare
c/o GCG

5151 Blazer Parkway - Suite A

Dublin, OH 43017

4301785306



UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$000.460
0001806887 DEC 26 2013
MAILED FROM ZIP CODE 10532



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): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) LORNA BROWN		☐ 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: 3638 Palmer Ave., 3rd Fl. Bronx N.Y. 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: <u>LIFE INSURANCE</u>)				
2. DATE DEBT WAS INCURRED (IF KNOWN): _____				
3. DESCRIPTION OF CLAIM (IF KNOWN): <u>unpaid life insurance To unum that was deducted from pay. Copies Enclosed.</u>				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM <u>\$485.56</u> (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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: <u>Lorna Brown</u> <u>[Signature]</u> <u>01-19-2014</u> Title: _____ (Signature) (Date) Company: _____ Address and telephone number (if different from notice address above): _____ Telephone number: <u>917-420-9241</u> email: <u>LBrown65@gmail.com</u>				

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 - 01224

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN



STATEMENT OF PREMIUM DUE

12/13/2013

LIFE INSURANCE

LORNA F. BROWN
3638 PALMER AVE
3RD FLOOR
BRONX, NY 10466

CONTRACT: XXXXX880301
INSURED: LORNA F. BROWN
AMOUNT DUE: \$485.56
DATE DUE: 02/01/2014
PREMIUM FROM: 07/16/2013 TO
03/01/2014

Your Life premiums are no longer being payroll deducted. If you wish to continue this valuable coverage by paying premiums directly to us, please check **ITEM 1** below and return this letter with the above amount to us by the due date specified above.

If you wish to cancel your Life Insurance contract, check **ITEM 2**, sign in the space provided and return to us within **2 weeks from the date of this letter.**

If we do not receive any response from you by the due date above, we will implement the Non-forfeiture Option outlined in your contract. If your Life Insurance contract has no cash value and we do not receive any more payments, your coverage will lapse at the end of the grace period. Please call 1-800-635-5597 if you have questions.

ITEM 1: _____ I wish to continue my coverage and I am enclosing a payment. Please circle how you wish to be billed.

ANNUALLY or MONTHLY (coupons)

ITEM 2: _____ I wish to cancel my Life Insurance contract. I surrender the contract for the cash value less any indebtedness, if any, and hereby declare that no bankruptcy proceedings are now pending against me. If you have already signed another form to cancel this contract, please disregard this notice.

SIGNATURE OF CONTRACT OWNER

DATE

Please note: The Optional Life Insurance includes a waiver of premium provision which provides for continued coverage for an employee or spouse who becomes disabled prior to age 60 and remains disabled for 9 consecutive months. Application must be made within the first 12 months following disability. Please refer to your State of Tennessee Optional Life Employee Handbook for further eligibility information. These booklets are available from your former agency's insurance preparer.

PLEASE INDICATE ANY ADDRESS CORRECTIONS BELOW:

STREET _____

CITY/STATE _____ ZIP CODE _____

CONTRACT: XXXXX880301
INSURED: LORNA F. BROWN
PREMIUM FROM: 07/16/2013 TO
03/01/2014

DTM 55210 0202 REM XXXXX880301 001

DUE DATE
02/01/2014

AMOUNT DUE
\$485.56

**PROVIDENT LIFE AND CASUALTY
INSURANCE COMPANY**
THE CLIENT SERVICE CENTER
1 FOUNTAIN SQUARE - 4WN
CHATTANOOGA, TENNESSEE 37402

352100202 000

Earnings Statement

A

Period Beginning: 09/22/2013
 Period Ending: 10/05/2013
 Pay Date: 10/10/2013

00000000123

LORNA BROWN
 3638 PALMER AVE
 3RD FLOOR
 BRONX, NY 10466

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 1
 NY: 1
 New York Cit: 1

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period
Regular	16.2996	75.00	1,222.47
Night Diff.			122.25
Overtime			
Bonus			
Freetime			
Hol Premium			
Holiday			
Sick Pay			
Vacation			

year to date
21,755.90
2,879.82
4,174.73
245.85
244.49
1,100.22
733.48
366.74
1,833.72
33,334.95

Net Pay \$0.00

* Excluded from federal taxable wages
 Your federal taxable wages this period are
 \$1,300.50

Other Benefits and Information

	this period	total to date
Annty Dollars		2,200.00
Free Hours Paid		15.00
Hol Hours Paid		45.00
Sick Hours Paid		22.50
Vac Hours Paid		112.50

Gross Pay \$1,344.72

Deductions	Statutory
Federal Income Tax	-142.71
Social Security Tax	-80.63
Medicare Tax	-18.86
NY State Income Tax	-51.14
New York Cit Income Tax	-32.52
Other	
Checking	-759.37
Checking	-100.00
Post Aflac	-32.30
Pre Aflac	-44.22*
Unumprov Ins	-30.00
1199 Dues	-52.97
Annuities	
Pol. Act. Fund	
Uniform All.	

678.30
928.62
570.00
529.70
2,200.00
9.00
-112.50

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
 16 GUION PLACE, NEW ROCHELLE, NEW YORK 10802 914-632-5000

Advice number: 00000410123
 Pay date: 10/10/2013

Deposited to the account of
LORNA BROWN

account number	transit ABA	amount
XXXXX3463	XXXX XXXX	\$759.37
XXXXXX2475	XXXX XXXX	\$100.00

THIS IS NOT A CHECK

NON-NEGOTIABLE



Period Beginning: 09/08/2013
Period Ending: 09/21/2013
Pay Date: 09/26/2013

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
16 GUION PLACE, NEW ROCHELLE, NEW YORK 10802 914-632-5000

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
NY: 1
New York Cit: 1

00000000123

LORNA BROWN
3638 PALMER AVE
3RD FLOOR
BRONX, NY 10466

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	16.2996	45.00	733.48	20,533.43
Freetime	16.2996	15.00	244.49	244.49
Holiday	16.2996	15.00	244.49	733.48
Night Diff.			122.25	2,757.57
Overtime				4,174.73
Bonus				245.85
Hol Premium				1,100.22
Sick Pay				366.74
Vacation				1,833.72
Gross Pay			\$1,344.71	31,990.23

Net Pay \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,300.49

Deductions	Statutory		
	Federal Income Tax	-142.71	3,311.52
	Social Security Tax	-80.63	1,928.56
	Medicare Tax	-18.85	451.03
	NY State Income Tax	-51.14	1,191.78
	New York Cit Income Tax	-32.52	718.49
	Other		
	Checking	-811.34	
	Checking	-100.00	
	Pol. Act. Fund	-1.00	9.00
	Post Aflac	-32.30	646.00
	Pre Aflac	-44.22*	884.40
	Unumprov Ins	-30.00	540.00
	Annuities		2,200.00
	Uniform All.		-112.50
	1199 Dues		476.73

Other Benefits and Information

	this period	total to date
Annty Dollars		2,200.00
Free Hours Paid		15.00
Hol Hours Paid		45.00
Sick Hours Paid		22.50
Vac Hours Paid		112.50

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TEAR HERE

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VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
16 GUION PLACE, NEW ROCHELLE, NEW YORK 10802 914-632-5000

Advice number: 00000390123
Pay date: 09/26/2013

Deposited to the account of
LORNA BROWN

account number	transit ABA	amount
XXXXX3463	XXXX XXXX	\$811.34
XXXXXX2475	XXXX XXXX	\$100.00

THIS IS NOT A CHECK

NON-NEGOTIABLE

Earnings Statement**SOUND SHORE MEDICAL CENTER OF WESTCHESTER**
16 GUION PLACE, NEW ROCHELLE, NEW YORK 10802 914-632-5000Period Beginning: 10/06/2013
Period Ending: 10/19/2013
Pay Date: 10/24/2013

00000000141

LORNA BROWN
3638 PALMER AVE
3RD FLOOR
BRONX, NY 10466Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
NY: 1
New York Cit: 1

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	16.7071	37.50	626.52	22,382.42
Freetime	16.7071	15.00	250.61	495.10
Holiday	16.7071	15.00	250.61	984.09
Night Diff.			125.30	3,005.12
Retroactive			9.17	9.17
Vacation	16.7071	7.50	125.30	1,959.02
Overtime				4,174.73
Bonus				245.85
Hol Premium				1,100.22
Sick Pay				366.74
Gross Pay			\$1,387.51	34,722.46

Other	this period	year to date
1199 Dues		529.70
Net Pay	\$0.00	

*** Excluded from federal taxable wages**Your federal taxable wages this period are
\$1,343.29**Other Benefits and Information**

	this period	total to date
Annty Dollars		2,200.00
Free Hours Paid		30.00
Hol Hours Paid		60.00
Sick Hours Paid		22.50
Vac Hours Paid		120.00

Deductions	Statutory	
	Federal Income Tax	-149.13
	Social Security Tax	-83.29
	Medicare Tax	-19.48
	NY State Income Tax	-53.90
	New York Cit Income Tax	-34.19
	Other	
	Checking	-840.00
	Checking	-100.00
	Pol. Act. Fund	-1.00
	Post Aflac	-32.30
	Pre Aflac	-44.22*
	Unimprov Ins.	-30.00
	Annuities	
	Uniform All	

Advice number: 00000430141
Pay date: 10/24/2013**SOUND SHORE MEDICAL CENTER OF WESTCHESTER**
16 GUION PLACE, NEW ROCHELLE, NEW YORK 10802 914-632-5000Deposited to the account of
LORNA BROWN

account number	transit ABA	amount
xxxxx3463	xxxx xxxx	\$840.00
xxxxxx2475	xxxx xxxx	\$100.00

NON-NEGOTIABLE

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
16 GUION PLACE, NEW ROCHELLE, NEW YORK 10802 914-632-5000

Period Beginning: 10/20/2013
Period Ending: 11/02/2013
Pay Date: 11/07/2013

00000000119

LORNA BROWN
3638 PALMER AVE
3RD FLOOR
BRONX, NY 10466

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
NY: 1
New York Cit: 1

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	16.7071	45.00	751.82	23,134.24
Overtime	25.0606	7.50	187.95	4,362.68
Night Diff.			144.10	3,149.22
Vacation	16.7071	30.00	501.21	2,460.23
Bonus				245.85
Freetime				495.10
Hol Premium				1,100.22
Holiday				984.09
Retroactive				9.17
Sick Pay				366.74
Gross Pay			\$1,585.08	36,307.54

Other	this period	year to date
1199 Dues		529.70
Net Pay	\$0.00	

Your federal taxable wages this period are
\$1,585.08

Other Benefits and

Information	this period	total to date
Anty Dollars		2,200.00
Free Hours Paid		30.00
Hol Hours Paid		60.00
Sick Hours Paid		22.50
Vac Hours Paid		150.00

Deductions	Statutory	Other
	Federal Income Tax	-185.40
	Social Security Tax	-98.27
	Medicare Tax	-22.98
	NY State Income Tax	-69.50
	New York Cit Income Tax	-43.62
	Checking	-1,065.31
	Checking	-100.00
	Annuities	2,200.00
	Pol. Act. Fund	10.00
	Post Aflac	710.60
	Pre Aflac	972.84
	Uniform All.	-112.50
	Unumprov Ins	600.00

VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
16 GUION PLACE, NEW ROCHELLE, NEW YORK 10802 914-632-5000

Advice number: 00000450119
Pay date: 11/07/2013

Deposited to the account of
LORNA BROWN

account number	transit ABA	amount
xxxxx3463	xxxx xxxx	\$1,065.31
xxxxxxx2475	xxxx xxxx	\$100.00

THIS IS NOT A CHECK

NON-NEGOTIABLE

RETURNED
REQUESTED

Person
Lorne Brown
38 Palmer Ave
Box 10466
NY 10466

10 Sound Shore Medical Center

c/o GCG INC

PO Box 9982

Dublin OH 43017-5982

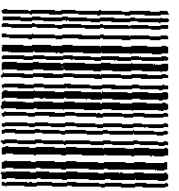
CERTIFIED MAIL™



7012 3050 0000 0446 7220



1000



43017

U.S. POSTAGE
PAID
BRONX, NY
10465
JAN 22, 14
AMOUNT

\$6.31
00042579-15



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): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☒ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) <i>Carbone Records Services, Inc.</i>		☐ 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: <i>1960 South Canby Road Mount Prospect, IL 60056</i>		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:		Claim Number (if known): _____ Dated: _____		
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): <i>Bill. 06 21/10/10</i>				
3. DESCRIPTION OF CLAIM (IF KNOWN): <i>Bill. 06 ATTACHED</i>				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: <i>\$41,230.05</i> (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.				THIS SPACE IS FOR COURT USE ONLY
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 acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				
8. Signature: 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: <i>Dave Jackson</i> (Signature) <i>[Signature]</i> (Date) <i>1.31.14</i> Title: <i>Agent</i> Company: <i>Carbone Records Services, Inc.</i> Address and telephone number (if different from notice address above): Telephone number: <i>847 806 0240</i> email: <i>DJackson@mrreview.com</i>				

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.

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CARDONE
RECORD SERVICES, INC.
1960 S. Carboy Road
Mt. Prospect, IL 60056
(847) 806-0240

INVOICE NO.

28488

invoice

SOLD TO: ESTATE OF SOUND SHORE / MT. VERNON
16 GUION PLACE
NEW ROCHELLE NY 10802-
ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

SHIP TO:

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524						12/10/2013	1% 10 NET 15	12/10/2013	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC.	EXTENDED PRICE

RECORD TYPE: ESTATE REQUESTED RECORDS

JOB #: 4202
BOXES:
ROLLS:

4	IMAGES SCANNED	0.7500	\$3.00
1	CHART REQUEST	AT \$25.00/EACH	\$25.00
SARFO-AKOTA, JOSEPH			

SALE AMOUNT \$28.00

MISC. CHARGES

CARDONE**RECORD SERVICES, INC.**

1960 S. Carboy Road

Mt. Prospect, IL 60056

(847) 806-0240

invoice

SOLD TO:

ESTATE OF SOUND SHORE / MT. VERNON

16 GUION PLACE

NEW ROCHELLE NY 10802-

ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524							1% 10 NET 15	12/31/2013	13
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC. %	EXTENDED PRICE

RECORD TYPE: JANUARY 2014-STORAGE

JOB #: 4202;4608;4648;4624

BOXES:

ROLLS:

JOB#4202

1,776 STORED BOXES

FOR JANUARY AT \$0.29/EA

\$515.04

JOB#4608

13 STORED BOXES OF FETALS FOR JANUARY AT \$0.29/EA

\$3.77

JOB#4624

2 STORED BOXES OF PHOTOS FOR JANUARY AT \$0.29/EA

\$0.58

SALE AMOUNT

\$519.39

MISC. CHARGES

SALES TAX

FREIGHT

TOTAL

\$519.39

Invoices not paid within 30 days will be charged
1 1/2% interest per month on open balance.*Thank You*

ORIGINAL COPY

CARDONE**RECORD SERVICES, INC.**1960 S. Carboy Road
Mt. Prospect, IL 60056
(847) 806-0240

invoice

SOLD TO: ESTATE OF SOUND SHORE / MT. VERNON
16 GUION PLACE
NEW ROCHELLE NY 10802-
ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524							1% 10 NET 15	12/31/2013	13
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC. %	EXTENDED PRICE

RECORD TYPE: STORAGE FEES FOR JANUARY 2014 - WOUND CARE RECORDS-M

JOB #: 4534
BOXES:
ROLLS:

59 BOXES STORED FOR JANUARY

AT \$0.29/EA

\$17.11

Invoices not paid within 30 days will be charged
1 1/2% interest per month on open balance.

SALE AMOUNT \$17.11
MISC. CHARGES
SALES TAX
FREIGHT

Thank You

TOTAL

\$17.11

28630

CARDONE

RECORD SERVICES, INC.

1960 S. Carboy Road
Mt. Prospect, IL 60056
(847) 806-0240

invoice

SOLD TO:

ESTATE OF SOUND SHORE / MT. VERNON
16 GUION PLACE

NEW ROCHELLE NY 10802-

ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524							1 1/2 10 NET 15	12/31/2013	13
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC. %	EXTENDED PRICE

RECORD TYPE: STORAGE FEES FOR JANUARY 2014 - (2008 & PRIOR INPATI

JOB #: 4535

BOXES:

ROLLS:

727 BOXES STORED FOR JANUARY

AT \$0.29/EA

\$210.83

Invoices not paid within 30 days will be charged
1 1/2% interest per month on open balance.

SALE AMOUNT \$210.83

MISC. CHARGES

SALES TAX

FREIGHT

Thank You

TOTAL

\$210.83

28631

CARDONE

RECORD SERVICES, INC.

1960 S. Carboy Road
Mt. Prospect, IL 60056
(847) 806-0240

invoice

SOLD TO:

ESTATE OF SOUND SHORE / MT. VERNON

16 GUION PLACE

NEW ROCHELLE NY 10802-

ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524							1% 10 NET 15	12/31/2013	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC.	EXTENDED PRICE

RECORD TYPE: STORAGE FEES FOR JANUARY 2014 - 2007-2010 ER'S AND M

JOB #: 4536;4537;4563;4564;4690

BOXES:

ROLLS:

JOB#4536;4537;4563;4564;4690
308 STORED BOXES FOR JANUARY

AT \$0.29/BX

\$89.32

Invoices not paid within 30 days will be charged
1 1/2% interest per month on open balance.

SALE AMOUNT \$89.32

MISC. CHARGES

SALES TAX

FREIGHT

Thank You

TOTAL

\$89.32

INVOICE NO.

28632

CARDONE

RECORD SERVICES, INC.

1960 S. Carboy Road
Mt. Prospect, IL 60056
(847) 806-0240

invoice

SOLD TO: ESTATE OF SOUND SHORE / MT. VERNON
16 GUION PLACE
NEW ROCHELLE NY 10802-
ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524							1% 10 NET 15	12/31/2013	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC.	EXTENDED PRICE

RECORD TYPE: STORAGE FEES FOR JANUARY 2014 - INPATIENT RECORDS-MT

JOB #: 4230
BOXES:
ROLLS:

JOB#4230

964 STORED BOXES FOR JANUARY

AT \$0.29/EA

\$279.56

Invoices not paid within 30 days will be charged
1 1/2% interest per month on open balance.

SALE AMOUNT \$279.56
MISC. CHARGES
SALES TAX
FREIGHT

Thank You

TOTAL

\$279.56

CARDONE
RECORD SERVICES, INC.
1960 S. Carboy Road
Mt. Prospect, IL 60056
(847) 806-0240

INVOICE NO.
28633

invoice

SOLD TO: ESTATE OF SOUND SHORE / MT. VERNON
16 GUION PLACE
NEW ROCHELLE NY 10802-
ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524							1% 10 NET 15	12/31/2013	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC.	EXTENDED PRICE

RECORD TYPE: STORAGE FEES FOR JANUARY 2014 - '08 & PRIOR CLINIC R

JOB #: 4498
BOXES:
ROLLS:

296 STORED BOXES FOR JANUARY AT \$0.29/EA \$85.84

Invoices not paid within 30 days will be charged
1 1/2% interest per month on open balance.

SALE AMOUNT \$85.84
MISC. CHARGES
SALES TAX
FREIGHT

Thank You

TOTAL \$85.84

28664

CARDONE**RECORD SERVICES, INC.**

1960 S. Carboy Road

Mt. Prospect, IL 60056

(847) 806-0240

invoice

SOLD TO:

ESTATE OF SOUND SHORE / MT. VERNON
16 GUION PLACE

NEW ROCHELLE NY 10802-

ATTN: RHONDA RUIZ - ASSISTANT VP, REVENUE CYCLE OPERATIONS

ACCOUNT NO.	SALESMAN NUMBER	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
1524							1% 10 NET 15	01/31/2014	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NO.	DESCRIPTION			UNIT PRICE	DISC. %	EXTENDED PRICE

RECORD TYPE: FEES TO RETRIEVE BOXES AND EXPORT DVD IMAGES OF MEDI

JOB #:

BOXES:

ROLLS:

FEES TO RETRIEVE BOXES AND PALLETIZE
FOR PICKUP BY OUTSIDE VENDORFEES TO EXPORT TO DVD IMAGES OF MEDICAL RECORDS
STORED IN CRS REPOSITORY. IMAGES TO BE IN TIFF FORMAT

NO INDEXING WILL BE PROVIDED FOR THESE RECORDS

Invoices not paid within 30 days will be charged
1 1/2% interest per month on open balance.

SALE AMOUNT	\$40,000.00
MISC. CHARGES	
SALES TAX	
FREIGHT	

Thank You

TOTAL

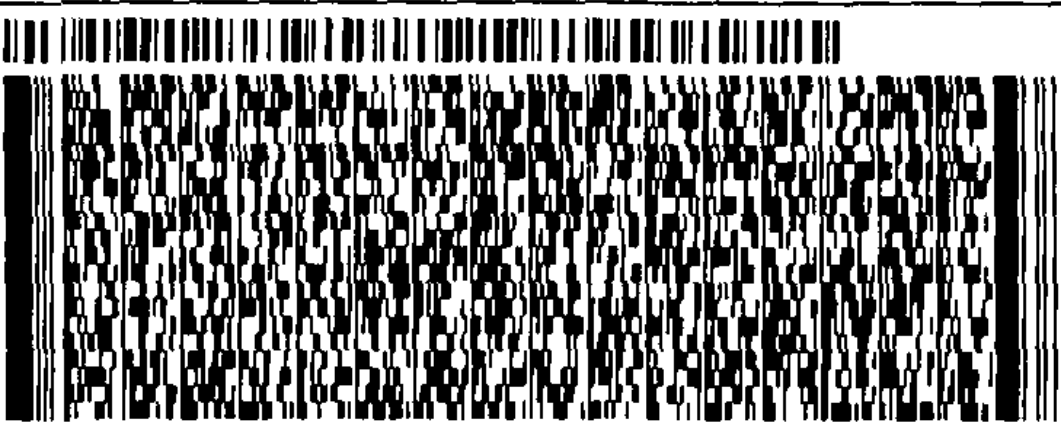
\$40,000.00

ORIGIN ID: NOHA (847) 413 9660 Doc 1138-4 Filed 06/29/15 Entered 06/29/15 14:49:04 Claims
RICKI LICHTENBERGER
MIDWEST MEDICAL RECORD
1701 EAST WOODFIELD ROAD
SUITE 1100
SCHAUMBURG, IL 60173
UNITED STATES US
SHIP DATE 31 JAN 14
ACTWGT: 1.0 LB MAN
CAD: 674780/CAFE2704
BILL SENDER

C/O GCG
SOUND SHORE MEDICAL OF WESTCHESTER
5151 BLAZER PARKWAY
SUITE A
DUBLIN OH 43017

S18C1/D6EC/6F03

INV: REF:
PO: DEPT:



FedEx
Express



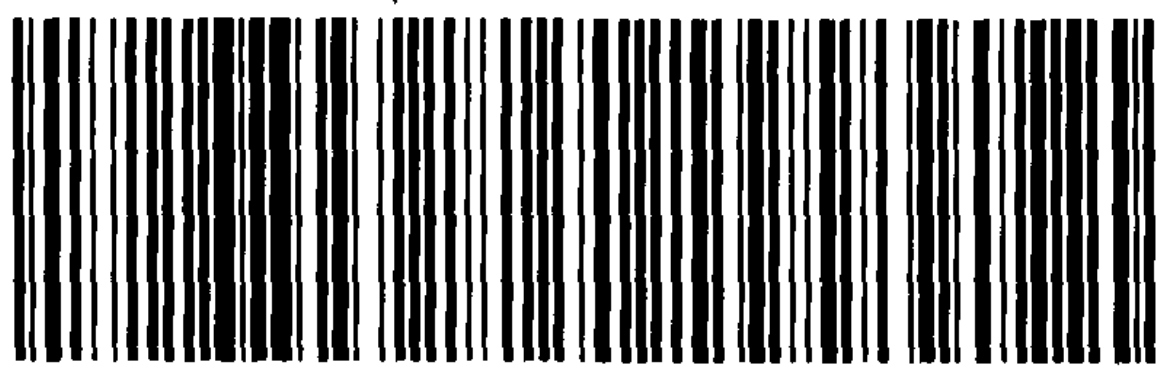
J13111305230126

TRK# 5827 1672 5726
0201
MON - 03 FEB 10:30A
PRIORITY OVERNIGHT

SB OSUA

43017
OH-US LCK

Fall # 100145-934 H11202/11 28





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): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Case No. 13-22840 13-22841 13-22842	Case No. 13-22843 13-22844 13-22845 13-22846
Name of Creditor (The person or entity to whom the debtor owes money or property) <i>Rochelle Cheatham</i> Name and Address Where Notices Should Be Sent: <i>45 South 7th Ave mt Vernon NY 10550 FLA</i>	☐ 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. 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 ☐ Money loaned ☐ Taxes ☐ Retire Benefits as Defined in 11 U.S.C. § 1114(a)	
☒ Wages (Dates) _____ ☐ Other (Specify) _____	
2. DATE DEBT WAS INCURRED (IF KNOWN): _____	
3. DESCRIPTION OF CLAIM (IF KNOWN): _____	
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: <i>Rochelle Cheatham</i> Title: <i>Operating Service Tech</i> Company: <i>S.S.M. (Hospitals) S.S.H.C.</i> Address and telephone number (if different from notice address above): _____ Telephone number: <i>201-905-7073</i> email: <i>Cheatham67@optimum.net</i>	

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.

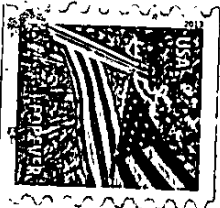
@ bonus pay @ bonus pay
(2) severance pay



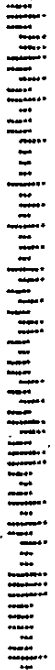
Rebecca Greenman
15 South 7th Ave
Mt Vernon NY 10550

To: Sound Shore Medical of Westchester
Et al, c/o GCG, Inc, P.O. Box 9982
Dublin, Ohio 43017-5982

TRIPOD NY 112
BETHUN-ONS-STATEN ISL
21 JAN 2014 PM 8 T



430175582





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): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) COACTIV 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. COACTIV MEDICAL 900 ETHAN ALLEN HWY RIDGEFIELD CT 06877		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): <u>11-6-2013 THRU 1-31-2014</u>				
3. DESCRIPTION OF CLAIM (IF KNOWN): <u>ARCHIVING AND PACS SUPPORT</u>				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM <u>\$ 46,293.30</u> (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: <u>JOHN S MCDUGALL</u> Title: <u>V.P. OPERATIONS</u> Company: <u>COACTIV LLC</u> Address and telephone number (if different from notice address above): _____ Telephone number: <u>203 894 1651</u> email: <u>JOHN.MCDUGALL@COACTIV.COM</u> (Signature) <u>John S McDougall</u> (Date) <u>1-24-2014</u>				

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 - 01240

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

Sound Shore

SOUND SHORE MEDICAL CENTER
OF WESTCHESTER
16 Gulion Place, New Rochelle, NY 10802-9932
Tel No. 914-932-0000 Fax No. 914-932-2134

Purchase Order

19 JTY 11

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, FOR PAYMENT TO BE MADE.

NO. NR177497

TO

COACTIV, LLC
900 ETHAN ALLEN HIGHWAY
RIDGECREEK
0708877

30145

SOUND SHORE MEDICAL CENTER
16 GULION PLACE
NEW ROCHELLE
NY 10801

ORDERED

6/20/2013

(914)-632-5000

PAGE 1

SHIP TO: F.O.B. SHIP PT. TOM TRUSCIO RAD. DIAGNOST 6/20/2013

LINE NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	COST	SUBJECT
1	1	EA	BLANKET PO 6/1-12/31/13 ARCHIVE FEES	70000.00	70000.00	5310896	
AND SOFTWARE MAINTENANCE UPGRADE							
FXH							
** TOTAL **				70,000.00			

DEBTOR IN POSSESSION

ANY PRICE DIFFERENCE WILL NOT BE ACCEPTED UNLESS IT IS APPROVED BY THE PURCHASING DEPARTMENT ONLY.

COMMENTS:

BLANKET PO 6/1-12/31/1213

SIGNATURE

[Signature]

VENDOR

7600
2000
9600
6700
2



WESTCHESTER

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.

CoActiv Medical Business Solutions

Invoice

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

DATE	INVOICE #
5/31/2013	4640P-5

BILL TO
Sound Shore Medical Center Accounts Payable 16 Guion Place New Rochelle, NY 10802-9982

SHIP TO
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802-9982

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
NR-177497	Net 30	RJD	5/31/2013	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
338	Archive Exams	Exams added to CoActiv EXAM-Vault for 5-30-2013 & 5-31-2013			0.03	10.14
2	Renewal	Software Maintenance Support Fee for 5-30-2013 & 5-31-2013 CT-Exempt			61.38 0.00	122.76 0.00
</						

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
9/30/2013	4826

BILL TO
Sound Shore Medical Center Accounts Payable 16 Guion Place New Rochelle, NY 10802-9982

SHIP TO
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802-9982

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
NR-177497	Net 30	RJD	9/30/2013	Technician	Ridgefield	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
276,280	Archive Exams	Exams stored on CoActiv EXAM-Vault for the month of Sep 2013	0.03	8,288.40
1	Monthly	Monthly Software Maintenance Support Fee CT-Exempt	1,903.00 0.00	1,903.00 0.00
			Total	\$10,191.40

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
10/31/2013	4854

BILL TO
Sound Shore Medical Center Accounts Payable 16 Guion Place New Rochelle, NY 10802-9982

SHIP TO
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802-9982

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
NR-177497	Net 30	RJD	10/31/2013	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
280,752	Archive Exams	Exams stored on CoActiv EXAM-Vault for the month of Oct 2013			0.03	8,422.56
1	Monthly	Monthly Software Maintenance Support Fee CT-Exempt			1,903.00 0.00	1,903.00 0.00
					Total	\$10,325.56

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
11/30/2013	4937

BILL TO
Sound Shore Medical Center Accounts Payable 16 Guion Place New Rochelle, NY 10802-9982

SHIP TO
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802-9982

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
NR-177497	Net 30	RJD	1/14/2014	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
281,403	Archive Exams	Exams stored on CoActiv EXAM-Vault as of Nov 5 2013 for the month of November 2013			0.03	8,442.09
1	Monthly	Monthly Software Maintenance Support Fee for Nov 1 to Nov 5, 2013 (prorated for 5 days) Invoice revised on 1-14-2014 as per conversation with Justin Baum			317.17	317.17
		REVISED 1-14-2014 TO REFLECT 11-5 CUTOFF DATE CT-Exempt			0.00	0.00
					Total	\$8,759.26

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
12/31/2013	4977

BILL TO
Sound Shore Medical Center Accounts Payable 16 Guion Place New Rochelle, NY 10802-9982

SHIP TO
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802-9982

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
NR-177497	Net 30	RJD	12/31/2013	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
281,403	Archive Exams	Exams stored on CoActiv EXAM-Vault as of November 5, 2013 for the month of Dec 2013			0.03	8,442.09
		CT-Exempt			0.00	0.00

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
1/14/2014	4981

BILL TO
Sound Shore Medical Center Accounts Payable 16 Guion Place New Rochelle, NY 10802-9982

SHIP TO
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802-9982

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
NR-177497	Net 30	RJD	1/14/2014	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
281,403	Archive Exams	Exams stored on CoActiv EXAM-Vault as of November 5, 2013 for the month of Jan 2014			0.03	8,442.09
		CT-Exempt			0.00	0.00

FROM:

JOHN MCDUGALL
(203) 431-1500
GAMSYS COMPUTER
4900 ETHAN ALLEN HIGHWAY
RIDGEFIELD CT 06877

LTR 1 OF 1  FOR UPS SHIPPING ONLY

SHIP TO:
C/O GCG
SOUND SHORE MEDICAL OF WESTCHESTER
SUITE A
5151 BLAZER PARKWAY
DUBLIN OH 43017

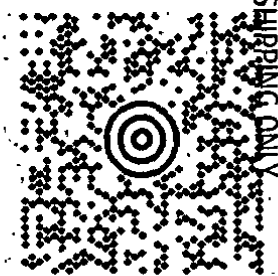
SOUND SHORE MEDICAL OF WESTCHESTER
5151 BLAZER PKWY
SUITE A
DUBLIN OH 43017-3327

P:MBKM3 S:MBL I:318

42C-6000

1Z031227135033 4795 1500

SAT08485 Jan 27 04:21:41 2014
US 4324 HIPPS 13.1.1 SAT08485SL

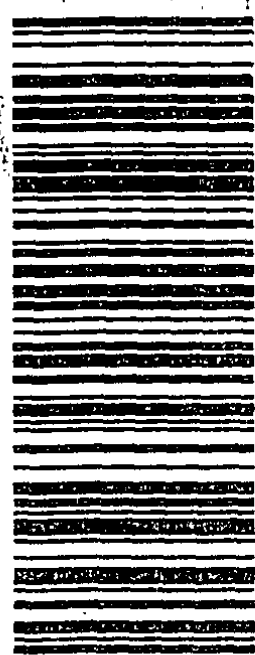


OH 432 9-30

UPS NEXT DAY AIR SAVER

TRACKING #: 1Z 031 227.13 5033 4795

1P



BILLING: P/P



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): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center	Case No. 13-22840 13-22841 13-22842 Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) COACTIV 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. Check here if this claim: ☐ replaces or ☐ amends a previously filed administrative expense claim Claim Number (if known): _____ Dated: _____
Name and Addresses Where Notices Should be Sent. COACTIV MEDICAL 900 ETHAN ALLEN HWY RIDGEFIELD CT 06877	
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): 11-6-2013 THRU 1-31-2014	
3. DESCRIPTION OF CLAIM (IF KNOWN): ARCHIVING AND PACS SUPPORT	
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 31,294.34 (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.	
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 S. MCDUGALL Title V.P. OPERATIONS (Signature) Company COACTIV LLC (Date) 1-24-2014 Address and telephone number (if different from notice address above): _____ _____ Telephone number: 203 894 1651 email: JOHN.MCDUGALL@COACTIV.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 - 01241

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

Invoice

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

DATE	INVOICE #
5/31/2013	4639P-5

BILL TO
The Mount Vernon Hospital Accounts Payable 12 North Seventh Ave Mount Vernon, NY 10550

SHIP TO
The Mount Vernon Hospital 9 North 8th Ave. Mount Vernon, NY 10550

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
MV-25963	Net 30	RJD	5/31/2013	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
198	Archive Exams	Exams added to CoActiv EXAM-Vault for 5-30-2013 & 5-31-2013			0.03	5.94
2	Renewal	Software Maintenance Support Fee for 5-30-2013 & 5-31-2013 CT-Exempt			64.00	128.00
					0.00	0.00

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
10/31/2013	4853

BILL TO
The Mount Vernon Hospital Accounts Payable 12 North Seventh Ave Mount Vernon, NY 10550

SHIP TO
The Mount Vernon Hospital 9 North 8th Ave. Mount Vernon, NY 10550

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
MV-25963	Net 30	RJD	10/31/2013	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
179,368	Archive Exams	Exams stored on CoActiv EXAM-Vault for the month of Oct 2013			0.03	5,381.04
1	Monthly	Monthly Software Maintenance Support Fee CT-Exempt			1,984.00 0.00	1,984.00 0.00
					Total	\$7,365.04

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
11/30/2013	4939

BILL TO
The Mount Vernon Hospital Accounts Payable 12 North Seventh Ave Mount Vernon, NY 10550

SHIP TO
The Mount Vernon Hospital 9 North 8th Ave. Mount Vernon, NY 10550

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
MV-25963	Net 30	RJD	1/14/2014	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
179,758	Archive Exams	Exams stored on CoActiv EXAM-Vault as of Nov 5, 2013 for the month of November 2013			0.03	5,392.74
1	Monthly	Monthly Software Maintenance Support Fee for Nov 1 to Nov 5 (prorated for 5 days)			330.67	330.67
		REVISED 1-14-2014 TO REFLECT 11-5 CUTOFF DATE CT-Exempt			0.00	0.00

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

Invoice

DATE	INVOICE #
12/31/2013	4978

BILL TO
The Mount Vernon Hospital Accounts Payable 12 North Seventh Ave Mount Vernon, NY 10550

SHIP TO
The Mount Vernon Hospital 9 North 8th Ave. Mount Vernon, NY 10550

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
MV-25963	Net 30	RJD	12/31/2013	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
179,758	Archive Exams	Exams stored on CoActiv EXAM-Vault as of November 5, 2013 for the month of Dec 2013			0.03	5,392.74
		CT-Exempt			0.00	0.00

CoActiv Medical Business Solutions

Invoice

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651

DATE	INVOICE #
1/14/2014	4982

BILL TO
The Mount Vernon Hospital Accounts Payable 12 North Seventh Ave Mount Vernon, NY 10550

SHIP TO
The Mount Vernon Hospital 9 North 8th Ave. Mount Vernon, NY 10550

P O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
MV-25963	Net 30	RJD	1/14/2014	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
179,758	Archive Exams	Exams stored on CoActiv EXAM-Vault as of November 5, 2013 for the month of Jan 2014			0.03	5,392.74
		CT-Exempt			0.00	0.00

4th ROW =

JOHN McDUGALL

4(203) 431-1500

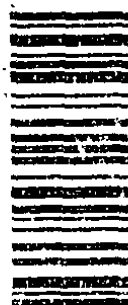
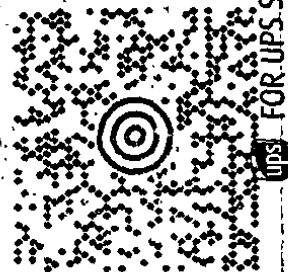
STANISYS'S COMPUTER

9900-ET-1; AN ALLEN HIGHWAY

BRIDGEFIELD, CT 06877

LTR-10E

FOR UPS SHIPPING ONLY



OH 432 9-30

Do not use this envelope in

SHIP-TO

C/O GCG

SOUND SHORE MEDICAL OF WESTCHESTER

SUITE A

5151 BLAZER PARKWAY

DUBLIN OH 43017

SOUND SHORE MEDICAL OF WESTCHESTER

5151. BLAZER PKWY

STEP A

DUBLIN OH 43017-3327

P: MBKM3 S: MBL

— 318 —

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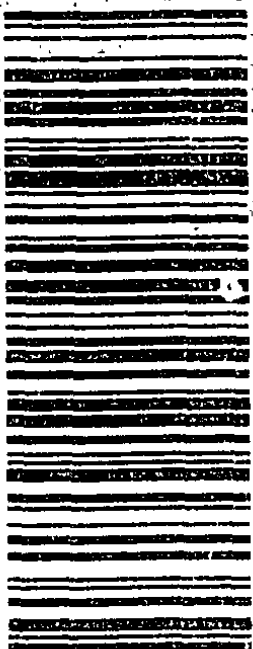
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UPS NEXT DAY AIR SAVER 1D

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BILLING: P/P

CoActiv Medical Business Solutions

900 Ethan Allen Highway
Ridgefield, CT 06877
203-894-1651



Invoice

DATE	INVOICE #
6/30/2014	5261

BILL TO
The Mount Vernon Hospital Accounts Payable 12 North Seventh Ave Mount Vernon, NY 10550

SHIP TO
The Mount Vernon Hospital 9 North 8th Ave. Mount Vernon, NY 10550

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
MV-25963	Net 30	RJD	6/30/2014	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
179,758	Archive Exams	Exams stored on CoActiv EXAM-Vault for the month of Jun 2014			0.03	5,392.74
		CT-Exempt			0.00	0.00
FILED - 01531 U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SOUND SHORE MEDICAL CENTER OF WESTCHESTER ROBERT D. DRAIN						
					Total	\$5,392.74

PLEASE TAKE FURTHER NOTICE that all conditions precedent to the Effective Date of the Plan have been satisfied, and that the Effective Date occurred on November 26, 2014.

PLEASE TAKE FURTHER NOTICE that, pursuant to section 2.2 of the Plan and paragraph 39 of the Confirmation Order, except as provided otherwise in the Plan for (1) Professional Persons requesting compensation or reimbursement for Professional Fee Claims, and (2) U.S. Trustee Fees, requests for payment of Administrative Claims, for which a Bar Date to file such Administrative Claim was not previously established, must be filed with the Debtors' claims agent, GCG, Inc., by no later than January 12, 2015 at 4:00 p.m. (prevailing Eastern Time) (the "Administrative Bar Date") in the following manner and at the following locations (collectively, the "Claims Processing Center"):

IF BY MAIL:

**Sound Shore Medical Center of Westchester
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
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 Claims will be deemed filed only when actually received by GCG, Inc. or by the Clerk of the Bankruptcy Court on or before the Administrative Bar Date. Administrative Claims must conform substantially to the Administrative Claim Form available on the Debtors' case website: <http://cases.gcginc.com/soundshore/bar.php>. Administrative Claims must (i) be signed, (ii) include supporting documentation (if voluminous, attach a

Coactiv LLC
900 Ethan Allen Hwy
Ridgefield, CT 06877

STAMFORD CT 068
22 DEC 2014 PM 2 T



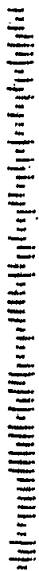
SOUND SHOPS MGRATE CTR of the STEAKHOUSE

c/o GGG INC

PO BOX 9982

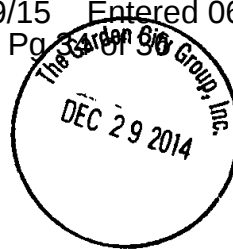
DUBLIN OHIO 43007 5582

4301745882



CoActiv Medical Business Solutions

900 Ethan Allen Highway
 Ridgefield, CT 06877
 203-894-1651

**Invoice**

DATE	INVOICE #
6/30/2014	5262

BILL TO
Sound Shore Medical Center Accounts Payable 16 Guion Place New Rochelle, NY 10802-9982

SHIP TO
Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10802-9982

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
NR-177497	Net 30	RJD	6/30/2014	Technician	Ridgefield	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
281,403	Archive Exams	Exams stored on CoActiv EXAM-Vault for the month of Jun 2014			0.03	8,442.09
		CT-Exempt			0.00	0.00
FILED - 01532 U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SOUND SHORE MEDICAL CENTER OF WESTCHESTER ROBERT D. DRAIN						
					Total	\$8,442.09

PLEASE TAKE FURTHER NOTICE that all conditions precedent to the Effective Date of the Plan have been satisfied, and that the Effective Date occurred on November 26, 2014.

PLEASE TAKE FURTHER NOTICE that, pursuant to section 2.2 of the Plan and paragraph 39 of the Confirmation Order, except as provided otherwise in the Plan for (1) Professional Persons requesting compensation or reimbursement for Professional Fee Claims, and (2) U.S. Trustee Fees, ~~requests for payment of Administrative Claims, for which a Bar Date to file such Administrative Claim was not previously established, must be filed with the Debtors' claims agent, GCG, Inc., by no later than January 12, 2015 at 4:00 p.m. (prevailing Eastern Time)~~ (the "Administrative Bar Date") in the following manner and at the following locations (collectively, the "Claims Processing Center"):

IF BY MAIL:

**Sound Shore Medical Center of Westchester
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
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017**

OR

IF BY HAND DELIVERY:

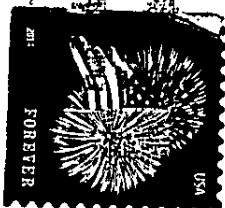
**United States Bankruptcy Court, SDNY
300 Quarropas Street
Room 248
White Plains, New York 10601
Attn: Clerk of the Court**

Administrative Claims will be deemed filed only when actually received by GCG, Inc. or by the Clerk of the Bankruptcy Court on or before the Administrative Bar Date. Administrative Claims must conform substantially to the Administrative Claim Form available on the Debtors' case website: <http://cases.gcginc.com/soundshore/bar.php>. Administrative Claims must (i) be signed, (ii) include supporting documentation (if voluminous, attach a

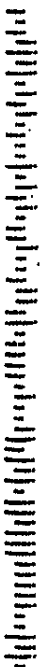
LEOPOSTAL LLC
300 Ethan Allen Hwy
Bridgefield, CT 06877

SOUND SHOPS MEDICAL CTR of Westchester
c/o GGG INC
PO Box 9982
Dublin Ohio 43007 5582

STANFORD CT 066
22 DEC 2014 PM 2 T



43017+5582



Your Claim is Scheduled As Follows:

13-22840
13-22841
13-22842
13-22843
13-22844
13-22845
13-22846

FILED - 00786

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

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.

(See instruction #3b)

S

Amount of Secured Claim: : \$

Amount Unsecured: \$

8 14,166.22

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)

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. ☐ 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)

(Attach copy of power of attorney, if any)

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: Lara P. Emouna

Title: Attorney in fact

Company: Gleich, Siegel & Farkas LLP

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

(Signature)

(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. 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.

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.

GLEICH, SIEGEL & FARKAS LLP

ATTORNEYS AT LAW
36 SOUTH STATION PLAZA
GREAT NECK, NEW YORK 11021-3531
TEL. (516) 482-4436
FAX (516) 482-8916

STEPHAN B. GLEICH
JANE COHEN SIEGEL
JONATHAN H. FREIBERGER

LARA P. EMOUNA
GABRIEL A. LEVENTHAL

OF COUNSEL
LAWRENCE W. FARKAS

VIA FED-EX

September 13, 2013

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.
Chapter 11 Case # 13-22840 (RDD)

We represent CW NORTH RIDGE PLAZA LLC the landlord/creditor.

Enclosed are the following:

1. Proof of Claim to be filed against debtor Sound Shore Medical Center of Westchester, Case No. 13-22840; and
2. Proof of Claim to be filed against debtor NRHMC Services Corporation, Case No. 13-22845.

Thank you for your cooperation.

Very truly yours,

GLEICH, SIEGEL & FARKAS LLP


Lara P. Emouna

LPE:SMR
Enclosures

SUMMARY OF CLAIM

The following is a summary of the claim by CW NORTH RIDGE PLAZA LLC ("LANDLORD"):

1. This summary sets forth LANDLORD's claims as respects debtor, NRHMC Services Corp. (also referred to as the "Tenant" or "Debtor").

2. On May 29, 2013 (the "Petition Date"), Sound Shore Medical Center of Westchester and certain of its debtor affiliates, including the Tenant, each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

3. LANDLORD is/was the Debtor's landlord at two premises (further detailed below):

- (A) Store #200-A located in the North Ridge Shopping Center
- (B) Store Nos. 205 and 207 located in the North Ridge Shopping Center

4. This Proof of Claim sets for LANDLORD's claims as to both leases and premises.

A. THE CLAIM ARISING FROM LEASE FOR PREMISES REFERED TO AS Store #200-A located in the North Ridge Shopping Center

5. The first basis for this claim is a Lease dated June 4, 1996, between KRT Property Holdings, Inc., by and through its managing agent, Kranzo Realty Trust, as landlord, and NRHMC Services Corp., as tenant, for premises referred to as Store #200-A located in the North Ridge Shopping Center in 77 Quaker Ridge Road, in New Rochelle, New York 10804, as amended September 6, 2011 and July 24, 2012; LANDLORD is the landlord's successor-in-interest (the "200-A Lease"). A copy of the

200-A Lease, as amended, is annexed hereto as Exhibit "A". (LANDLORD's Lease No. 04055023)

6. The Tenant entered into possession of the premises pursuant to the 200-A Lease. In or about July 2012, the Tenant defaulted in the payment of rent, or sums identified as "additional rent," due pursuant to the 200-A Lease, which default continued in the succeeding months, through and including the Petition Date.

7. The 200-A Lease expired by its terms on June 30, 2013, and the Tenant's possession accordingly ended.

8. LANDLORD also incurred attorney's fees and expenses during the pendency of this proceeding as a result of Tenant's post-petition obligations defaults, and to enforce compliance by the Tenant with terms, conditions and covenants of the 200-A Lease, which fees and expenses are due pursuant to the Lease (see ¶ 19 of 200-A Lease and Section R8 of the Rider) as further detailed below.¹

9. The schedule attached here as Exhibit "B" shows the Tenant's estimated outstanding pre-petition obligations with respect to the 200-A Lease through May 28, 2013 totaling \$56,563.65.

10. LANDLORD does not hold a security deposit on the 200-A Lease.

11. Therefore, the 200-A Lease claim now totals at least \$56,563.65 for outstanding rent and additional rent, plus additional attorney's fees and expenses as set forth below. Of this amount, the attorney's fees and expenses set forth below are a

¹ Pursuant to ¶ 19 and § R8 of the Lease, attorneys' fees and expenses are deemed to be "additional rent."

priority administrative claim, and the remaining balance of \$56,563.65 is an unsecured claim.

**B. THE CLAIM ARISING FROM LEASE FOR PREMISES REFERRED TO AS
Store Nos. 205 and 207 located in the North Ridge Shopping Center**

12. The Debtor is also indebted to LANDLORD pursuant to a Lease dated August 27, 1996, between KRT Property Holdings, Inc., by and through its managing agent, Kranzco Realty Trust, as landlord, and NRHMC Services Corp., as tenant, for premises referred to as Store Nos. 205 and 207, located in the North Ridge Shopping Center in 77 Quaker Ridge Road, in New Rochelle, New York 10804, as amended February 27, 2012 and August 20, 2012; CW North Ridge Plaza LLC is the landlord's successor-in-interest (the "Store 205 Lease"). A copy of the Store 205 Lease, as amended, in annexed hereto as Exhibit "C". (LANDLORD's Lease No. 04055022)

13. The Tenant entered into possession of the premises pursuant to the Store 205 Lease.² In or about November, 2011, the Tenant defaulted in the payment of rent, or sums identified as "additional rent," due pursuant to the Store 205 Lease, which default continued in the succeeding months, through and including the Petition Date.

14. The schedule attached here as Exhibit "D" shows the Tenant's estimated outstanding obligations with respect to the Store 205 Lease, including outstanding pre-petition obligations through May 28, 2013 of \$13,732.67, of this amount, the following is post-petition administrative period rent and additional rent:

\$2,166.22 Rent reconciliation billed July 2013, due October 2013

² The premises referred to as Store No. 207 was subsequently surrendered pursuant to the First Amendment of Lease dated February 27, 2012.

Also, LANDLORD has incurred attorney's fees and expenses during the pendency of this proceeding as a result of Tenant's post-petition obligations and defaults, and to enforce compliance by the tenant with terms, conditions and covenants of the Lease, which fees and expenses are due pursuant to the Lease (see Store 205 Lease ¶ 19, and Section R8 of the Rider) and further detailed below.³

15. The LANDLORD does not hold a security deposit.

16. Therefore, the 200-A Lease claim now totals \$13,732.67 plus attorneys' fees and expenses set forth below. Of this amount, \$2,166.22 plus the attorneys' fees and expenses are a priority administrative claim, and the remaining balance of \$11,566.45 is an unsecured claim.

17. Pursuant to the Second Amendment of Lease the Store 205 Lease will expire by its terms on August 31, 2014. At this time it is unknown whether the Store 205 Lease will be assumed (in which case the administrative part of the claim should be cured) or rejected (in which case the LANDLORD will set forth rejection damages). Therefore, LANDLORD reserves the right to amend this claim accordingly.

C. CLAIMS COMMON TO BOTH LEASES

18. LANDLORD has incurred attorneys' fees and expenses as result of Tenant's defaults and to enforce compliance by the tenant with terms, conditions and covenants of the Lease, which fees and expenses are now due pursuant to the respective Leases in the amount of \$10,776.25 as of September 10, 2013, plus additional fees and expenses estimated to be incurred while this proceeding is pending, resulting in a claim

³ Pursuant to ¶ 19 and § R8 of the Lease, attorneys' fees and expenses are deemed to be "additional rent."

for same of no less than \$12,000.00. A Statement of Legal Fees through September 10, 2013 is annexed as Exhibit "E".

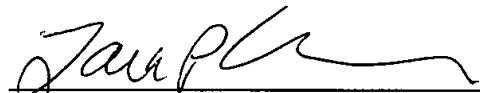
19. LANDLORD received a check from Tenant in July 2013 in the amount of about \$18,660.42, which amount was not attributable to specific outstanding amounts owed by the Tenant. LANDLORD returned this check to the Debtor prior to the Bar Date.

20. Therefore, the claim now totals at least \$82,296.32⁴ for outstanding rent and additional rent, attorneys' fees, and expenses. Of this amount, approximately \$14,166.22 is the priority administrative claim, and the remaining balance of \$68,130.10⁵ is an unsecured claim.

21. LANDLORD is filing a separate claim pursuant to two certain guaranties of the subject leases by co-debtor Sound Shore Medical Center of Westchester.

22. LANDLORD reserves the right to amend this claim and/or to specify amounts of costs that are now unknown, are accruing, or will be incurred pursuant to the Leases.

Dated: Great Neck, New York
September 12, 2013



LARA P. EMOUNA
GLEICH, SIEGEL & FARKAS LLP
36 South Station Plaza
Great Neck, New York 11021
(516) 482-4436

⁴ \$56,563.65 + \$13,732.67 + \$12,000

⁵ \$56,563.65 + \$13,732.67 - \$2,166.22

SECOND AMENDMENT OF LEASE

Second Amendment of Lease, dated July 24, 2012 (the "Amendment"), by and between CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company, (the "Landlord") and NRHMC SERVICES CORP., a New York corporation, (the "Tenant").

WHEREAS, Landlord's predecessor-in-interest, KRT Property Holdings, Inc., and Tenant entered into a lease, dated June 4, 1996, with respect to the premises occupied by Tenant and located at the North Ridge Professional Building, 77 Quaker Ridge Road, New Rochelle, New York, 10804 (the "Premises"); and

WHEREAS, the lease was amended by a certain First Amendment of Lease, dated September 6, 2011 (the original lease and the First Amendment collectively are referred to as the "Lease"); and

WHEREAS, Landlord and Tenant hereby elect to amend the terms of said Lease.

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. LEASE TERM. The Lease is amended to extend the term thereof for a period of one year commencing July 1, 2012 and terminating June 30, 2013.

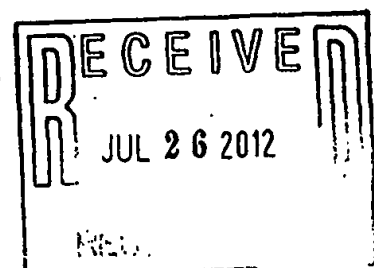
2. MUTUAL RIGHT OF EARLY TERMINATION.

(a) After December 31, 2012, Landlord and Tenant each shall have the right to terminate the Lease, with or without cause, upon written notice given to the other (the "Termination Notice"). If such Termination Notice shall be given, then the Lease shall terminate on the last day of the month that is 90 days following such party's receipt thereof (the "Termination Date"). On the Termination Date, the Lease shall terminate with all the same force and effect as if the termination date originally had been set forth in the Lease as the Lease expiration date; and Tenant shall surrender and deliver the Demised Premises to Landlord in accordance with the Lease.

(b) If Tenant shall terminate the Lease, then as a condition to the validity thereof, Tenant's notice shall be accompanied by a termination payment equal to \$5,000 for each month remaining in the term after the Termination Date. In the interest of the clarity, such Termination Payment is not pre-paid rent; and Tenant shall continue to fulfill all of Tenant's obligations under the Lease, including the payment of Rent as it becomes due, through the Termination Date.

3. MINIMUM RENT. The Lease is amended to provide that the Minimum Rent shall be \$9,142.50 per month from July 1, 2012 through June 30, 2013.

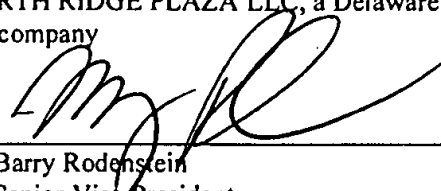
4. MISCELLANEOUS. Except as otherwise provided herein, all other terms and conditions of the Lease shall be deemed to be incorporated herein and made part of this Amendment and shall continue in full force and effect. The submission of this Amendment for examination does not constitute an offer to amend the Lease; and shall become effective only upon execution and legal delivery thereof by both Landlord and Tenant. Once executed, this Amendment shall be binding upon the parties hereto and their heirs, successors and assigns. This Amendment may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document.



IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

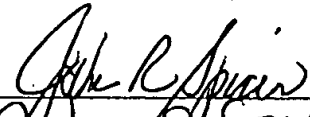
CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company

By: 

Barry Rodenstein
Senior Vice President

TENANT:

NRHMC SERVICES CORP., a New York corporation,

By: 

Name: JOHN R. SPICER

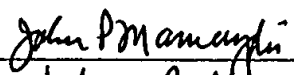
Title: PRESIDENT

REAFFIRMATION OF GUARANTY

The undersigned, as guarantor of the Lease under that certain Guaranty, dated June 4, 1996, hereby approves of the within Amendment; and ratifies and affirm its continuing obligations under said Guaranty as guarantor of the Lease as amended hereby.

GUARANTOR:

SOUND SHORE MEDICAL CENTER, a New York corporation,

By: 

Name: John P. Mamangalis

Title: Senior Vice President

FIRST AMENDMENT OF LEASE

First Amendment of Lease, dated ^{Sept} May 6, 2011 (the "Amendment"), by and between CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company, (the "Landlord") and NRHMC SERVICES CORP., a New York corporation, (the "Tenant").

WHEREAS, Landlord's predecessor-in-interest, KRT Property Holdings, Inc., and Tenant entered into a lease, dated June 4, 1996 (the "Lease"), with respect to the premises occupied by Tenant and located at the North Ridge Professional Building, 77 Quaker Ridge Road, New Rochelle, New York, 10804 (the "Premises"); and

WHEREAS, Landlord and Tenant hereby elect to amend the terms of said Lease.

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. LEASE TERM. The Lease is amended to extend the term thereof for a period of one year commencing July 1, 2011 and terminating June 30, 2012.

2. MINIMUM RENT. The Lease is amended to provide that the Minimum Rent shall be \$7,950.00 per month from July 1, 2011 through June 30, 2012.

3. NOTICE ADDRESSES. The Lease is updated to provide that the applicable addresses for the giving of notice under the Lease are as follows:

If to Landlord:

CW North Ridge Plaza LLC
% Centro Properties Group
420 Lexington Avenue, 7th Floor
New York, NY 10170
Attention: Office of General Counsel

with a copy to:

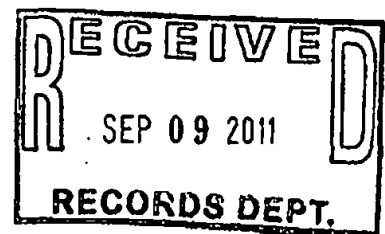
Centro Properties Group
131 Dartmouth Street
Boston, MA 02116-5134
Attention: Office of Regional Counsel

If to Tenant:

NRHMC Services Corp.
16 Guion Place
New Rochelle, NY 10802

In the interest of clarity, the address for the payment of rent has not changed.

4. MISCELLANEOUS. Except as otherwise provided herein, all other terms and conditions of the Lease shall be deemed to be incorporated herein and made part of this Amendment and shall continue in full force and effect. In the interest of clarity, any and all options to extend the term of the Lease as right contained in the Lease (see, Rider ¶3) are deleted as no longer applicable. The submission of this Amendment for examination does not constitute an offer to amend the Lease; and shall become effective only upon execution and legal delivery thereof by both Landlord and Tenant. Once executed, this Amendment shall be binding upon the parties hereto and their heirs, successors and assigns. This

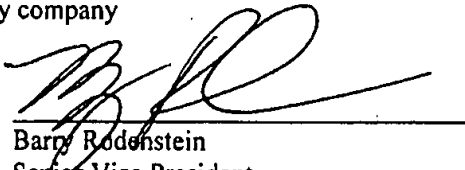


Amendment may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

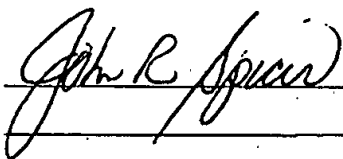
CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company

By: 

Barry Rodenstein
Senior Vice President

TENANT:

NRHMC SERVICES CORP., a New York corporation,

By: 

Name: _____

Title: _____

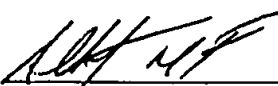
REAFFIRMATION OF GUARANTY

The undersigned, as guarantor of the Lease under that certain Guaranty, dated June 4, 1996, hereby approves of the within Amendment; and ratifies and affirm its continuing obligations under said Guaranty as guarantor of the Lease as amended hereby.

GUARANTOR:

~~NEW ROCHELLE HOSPITAL~~ **SOUND SHORE**

~~NEW ROCHELLE HOSPITAL~~ MEDICAL CENTER, a New York corporation,

By: 

Name: ALBERT FARINA CFO

Title: CFO

Lease

NORTH RIDGE SHOPPING CENTER
NEW ROCHELLE, NEW YORK

Shopping Center

KRT PROPERTY HOLDINGS, INC., BY AND THROUGH ITS
MANAGING AGENT, KRANZCO REALTY TRUST

Landlord

AND

NRHMC SERVICES CORP.

Tenant

Date:

June 4, 1996

File:

NORT - 136

Kranzco

Kranzco Form 100 KRT

KRT PROPERTY HOLDINGS, INC., a MD. CORPORATION, BY AND THROUGH ITS MANAGING AGENT, KRANZCO REALTY TRUST, A MD. REAL ESTATE INVESTMENT TRUST, having an address at 128 Fayette Street, Conshohocken, Pennsylvania 19428 ("Landlord"), and NRHMC SERVICES CORP., a New York Corporation,

having an address at 16 Guion Place; New Rochelle, New York 10802 Tenant.

Certain Fundamental Lease Provisions are presented in this Section and represent the agreement of the parties hereto, subject to further definition and elaboration in the respective referred Sections elsewhere in this Lease:

Shopping Center: Located in the North Ridge Shopping Center in
77 Quaker Ridge Road; New Rochelle, New York 10804

Demised Premises: Containing approximately 5,300 square feet with
approximate dimensions of x as shown as
Store # 200-A and outlined in red on Exhibit "A" attached hereto.

Permitted Use: Any lawfully permitted office use,

~~under the style and trade name of~~
~~New Rochelle Hospital Medical Center~~

and for no other purpose. (See Paragraph Twenty)

Minimum Annual Rent: \$ 79,500.00 (Yrs. 1-5) (See Paragraph Two)
90,100.00 (Yrs. 6-10)
95,400.00 (Yrs. 11-15)
(See Rider for Option)

Monthly Rent Payment: \$ 6,625.00 (Yrs. 1-5) (See Paragraph Two)
7,508.33 (Yrs. 6-10)
7,950.00 (Yrs. 11-15)
(See Rider for Option)

Initial Common Area Charge: \$ 1,546.00 per month Subject to Adjustment (See Paragraph Nine)

Initial Tax Share: \$ 1,524.00 per month Subject to Adjustment (See Paragraph Twenty-Six)

Merchant's Association: \$ N/A Subject to Adjustment (See Paragraph Thirty)

Initial Monthly Remittance: \$ 9,695.00

Percentage Rent Factor: N/A (See Paragraph Nineteen)

Term: Fifteen (15) years (See Paragraph One)

Security Deposit: \$ None (See Paragraph Twenty-Five)

References appearing in the Fundamental Lease Provisions are to designate some of the other places in this Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions on Pages 1 and 2 shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this Lease applicable thereto. If there is any conflict between any of the Fundamental Lease Provisions set forth on Pages 1 and 2 and any other provisions of this Lease, the latter shall control. The listing on Page 1 of the monetary charges payable by Tenant shall not be construed to be an exhaustive list of all monetary amounts payable by Tenant under this Lease.

100-9/92

1.

DEPT	OK
Legal	(S)
Exec.	
Acct.	RM
Const.	JS
Leasing	JS
Oper.	JS

parties of the second part, hereinafter referred to as TENANT.
Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Suite 200-A in the North Ridge Shopping Center, having an address at 77 Quaker Ridge Road, New Rochelle, New York 10804 (hereinafter referred to as the "Demised Premises" or demised premises")

on the date this Lease is fully executed
in the building known as _____, City of New York, for the term of fifteen (15) years, commencing the earlier of 120 days after possession or when Tenant opens for business, whichever occurs first, provided (or until such term shall sooner cease and expire as hereinafter provided) to commence on the however, that Tenant shall not be required to pay rent, additional rent, or any other sums due under the Lease attributable to the period prior to the earlier of 120 days after Tenant is given possession of the Demised Premises, or when Tenant commences business operations, whichever occurs first.
See Page 1 of Lease Agreement for Annual Rental Rates.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

~~In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.~~

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

- Rent 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy 2. Tenant shall use and occupy demised premises for any lawfully permitted office use,

and for no other purpose.

Tenant Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, on the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner in Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right therein and to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner, at Tenant's expense.

Maintenance and Repairs: 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenant, agents, employees, invitees or licensees, or

which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by Owner. Any other repairs in or to the building or the facilities and systems thereof for which Tenant is responsible shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of its demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating system (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this Lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all rules, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, including Tenant's permitted use) or, with respect to the building if arising out of Tenant's

which consent shall not be unreasonably withheld.

Owner shall use commercially reasonable and diligent efforts to complete any repairs required to be made by Owner under the Lease.

which
con-
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or de-
layed.

more default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any default in the payment of the interest on the sum of \$10,000.00 and in default of any such default, re-enter the premises premises either by force or otherwise and to commence legal proceedings in any court of law or equity, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and I/Us hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

Claims

Remedies of Owner and Walter of Redemption:

Remedies of
Owner and
Walter of
Redemption:

part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay to Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein embodied, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any sum brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-letting may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereon under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sum payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

**Fern and
Expenses**

19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefor. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

Building Alterations and Management:

Notifying Alterations and Management: 20. Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant thereby to change the arrangement and/or location of public entrances, passageways, stairs, doorways, corridors, elevators, stairs, toilet or other public parts of the building and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenant's making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls on the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

reasonable

No Representations by Owners

21. Neither Owner nor Owners's agents have made any representations or promises with respect to the physical condition of the building, the land upon which

in the case of an emergency, or if same continues for ten (10) days after notice

...in the provisions of this lease and the building...
the desired premises and is thoroughly acquainted with their condition
and agrees to take the same "as is" and acknowledges that the taking of
possession of the desired premises by Tenant shall be conclusive evidence
that the said premises and the building of which the same form a part
were in good and satisfactory condition at the time such possession was so
taken, except as to latent defects. All understandings and agreements
heretofore made between the parties hereto are merged in this contract,
which alone fully and completely expresses the agreement between Owner
and Tenant and any execution agreement hereafter made shall be inellec-
tive to change, modify, discharge or effect an abandonment of it in whole
or in part, unless such execution agreement is in writing and signed by the
party against whom enforcement of the change, modification, discharge
or abandonment is sought.

End of Term: 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the desired premises, brown clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all his property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31 hereto and to the ground leases, underlying leases and mortgages heretofore mentioned.

Failure to Give Possession: 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the building over or retention of possession of any tenant, undertenant or occupants or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Tort by Jury: 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive tort by jury in any action, proceeding or counter-claim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4.

Inability to Perform: 27. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is

...in making any repair, alterations, or decorations or is unable to supply or is delayed in supplying any equipment or material or is prevented from doing so by any cause whatsoever including, but not limited to, Government requisition or connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

Bills and Notices: 28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Services Provided by Owner: 29. As long as Tenant is not in default under any of the covenants of this lease, Owner shall provide: (a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m. and have one elevator subject to call at all other times; (b) the demised premises heated, cooled, ventilated, air conditioned, and plumbed for heating, cooling, ventilation, air conditioning, and plumbing purposes, but if Tenant uses or consumes water for any other purpose or in unusual quantities for which Tenant shall be solely responsible, Owner may install water meters on Tenant's premises which Tenant shall thereafter maintain at Tenant's expense in good working order and repair to register such water consumption and Tenant shall pay for water consumed; (c) cleaning service for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner satisfactory to Owner and no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (d) the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m. and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours or on Saturdays, Sundays or on holidays, as defined under Owner's contract with Operating Engineers Local 94-94A, Owner will furnish the same at Tenant's expense. RIDER to be added in respect to rates and conditions for such additional service; (e) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, power systems or cleaning or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually-operated elevator service, Owner at any time may substitute automatic control elevator service and upon ten days' written notice to Tenant, proceed with alterations necessary therefor without in any way affecting this lease or the obligation of Tenant hereunder. The same shall be done with a minimum of inconvenience to Tenant and Owner shall pursue the alteration with due diligence.

Captions: 30. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, hothouse or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building for the owner of a lease of the building or of the land and building of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business day" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 29 hereto), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

two (2) days after mailing or on the date

actual

such

reasonably

and on Saturdays from 8:00 a.m. to 5:00 P.M.

the demised premises, and the Tenant shall be bound to observe the Rules and Regulations of the building of which the demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

34. Tenant has deposited with Owner the sum of \$ None as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum

Space to be filled in or deleted.

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

By: Hermine G. Krantz
Hermine G. Krantz, Secretary

Witness for Tenant:

By: [Signature]

any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, or the cost of repairs or other expenses incurred by Owner in the event that Tenant shall not fully comply with the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

35. Tenant, at any time, and from time to time, upon at least 10 days' prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

KRT PROPERTY HOLDINGS, INC.,
BY AND THROUGH ITS MANAGING AGENT,
KRANZCO REALTY TRUST

By: Norman R. Krantz, President

NRHMC SERVICES CORP.

By: [Signature]

ACKNOWLEDGMENTS

CORPORATE OWNER
STATE OF NEW YORK, ss.
County of _____
On this _____ day of _____, 19____, before me
personally came
to me known, who being by me duly sworn, did depose and say that he resides
in _____
that he is the _____ of _____
the corporation described in and which executed the foregoing instrument, as
OWNER; that he knows the seal of said corporation; that the seal affixed to said in-
strument is such corporate seal; that it was so affixed by order of the Board of Direc-
tors of said corporation, and that he signed his name thereto by like order.

CORPORATE TENANT
STATE OF NEW YORK, ss.
County of _____
On this _____ day of _____, 19____, before me
personally came
to me known, who being by me duly sworn, did depose and say that he resides
in _____
that he is the _____ of _____
the corporation described in and which executed the foregoing instrument, as TEN-
ANT; that he knows the seal of said corporation; that the seal affixed to said instru-
ment is such corporate seal; that it was so affixed by order of the Board of Directors
of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL OWNER
STATE OF NEW YORK, ss.
County of _____
On this _____ day of _____, 19____, before me
personally came
to me known and known to me to be the individual
described in and who, as OWNER, executed the foregoing instrument and
acknowledged to me that he executed the same.

INDIVIDUAL TENANT
STATE OF NEW YORK, ss.
County of _____
On this _____ day of _____, 19____, before me
personally came
to me known and known to me to be the individual
described in and who, as TENANT, executed the foregoing instrument and
acknowledged to me that he executed the same.

respective obligations, the full performance and observance of all the covenants, conditions and agreements, therein provided for, and the full and complete performance of all the covenants, conditions and agreements, therein provided for, without requiring any more of him payment, and performance, or non-observance, in good, or under, or demand, whereby to change the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assignment by Owner against Tenant of any of the rights or remedies reserved to Owner pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the premises as a "statutory tenant." As a further inducement to Owner to make this lease and in consideration thereof, Owner and the undersigned covenant and agree that in any action or proceeding brought by either Owner or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this lease or of this guaranty that Owner and the undersigned shall and do hereby waive trial by jury.

Dated: _____ 19____

Witness

Witness

Landlord's Residence

Filed 06/29/15 Entered 06/29/15 14:49:04
(Part 3) Pg 20 of 68

Firm Name

STATE OF NEW YORK) ss.:

COUNTY OF)

On this _____ day of _____, 19____, before me

personally came _____
to me known and known to me to be the individual described in, and who executed the foregoing Guaranty and acknowledged to me that he executed the same.

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 33.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress or egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any Tenant or by peddlers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and skid wheels. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.

2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees or visitors, shall have caused it.

3. No carpet, rug or other article shall be hung or shaken out of any window of the building; and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building and Tenant shall not use, keep in permit to be used or keep any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.

4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.

5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Interior signs on doors and directory tablets shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant, and shall be of a size, color and style acceptable to Owner.

6. No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting in

striking of walls shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deading felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, return to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, or furnished, such Tenant shall pay to Owner the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease or which these Rules and Regulations are a part.

9. Carrying, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

10. Owner reserves the right to exclude from the building between the hours of 4 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Owner for all acts of such persons.

11. Owner shall have the right to prohibit any advertising by any Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises.

13. If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by the Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 P.M. in the case of services required on week days, and prior to 3:00 P.M. on the day prior in the case of after hours service required on weekends or on holidays.

14. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Owner may designate.

19

Dated

Rent per Year

Rent per Month

Term
From
To

Drawn by _____
Ensured by _____
Checked by _____
Approved by _____

Address

Premises

TO

STANDARD FORM OF

OFFICE
TYPE

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**RIDER ATTACHED TO AND MADE A PART OF LEASE AGREEMENT
BY AND BETWEEN
KRT PROPERTY HOLDINGS, INC.,
BY AND THROUGH ITS MANAGING AGENT,
KRANZCO REALTY TRUST ("LANDLORD")
AND
NRHMC SERVICES CORP. ("TENANT")**

LEASE DATED: June 4, 1996

R1. Additional Lease Provisions

The following additional lease provisions are hereby incorporated into the Lease as though fully set forth therein. In the event of any conflict or inconsistency between the terms of the Lease, all exhibits thereto and the terms of the following provisions, the terms of the following provisions shall be controlling. Any reference within the Lease to specific provisions herein is for convenience only, and shall have no bearing upon the weight accorded to those provisions herein to which specific reference is not made.

R2. Acceptance Of Possession

The Tenant acknowledges that it has examined the Demised Premises and agrees to accept the same without any representations, warranties or covenants on the part of Landlord except as set forth in this Lease and in the condition commonly referred to as "AS IS", except Landlord at its cost and expense shall perform the following work in and to the Demised Premises:

NONE.

Except as hereinabove provided, Landlord shall have no obligations for any construction or installations which may otherwise be required by Tenant to prepare the Demised Premises for its occupancy.

R3. Option to Extend Term

Provided this Lease shall then be in full force and effect, and Tenant shall not be in default in the performance and/or observance of any of the terms, covenants and conditions by it to be performed and/or observed hereunder, it is agreed that Tenant shall have the option to extend the original term of this Lease for one (1) additional period of five (5) years following the expiration of the Original Term hereof or the extended term, as the case may be, on the same terms and conditions herein contained, except that the guaranteed minimum rent due and payable by Tenant for and during each period of such lease term extension shall be readjusted as follows:

The Minimum Annual Rent payable during option period shall be (i) the Minimum Annual Rent in effect at end of the fifteenth (15th) year of the Lease multiplied by a fraction of the numerator of which shall be the Index (hereinafter defined) in effect on the date that is fourteen (14) years and four (4) months after the Tenant had taken possession of the Premises and the denominator of which shall be the Index in effect on the date that is ten (10) years after the tenant had taken possession of the Premises. In no event shall the Minimum Annual Rent for any calendar year be less than the Minimum Annual Rental as of in effect at end of the fifteenth (15th) year of the Lease. As used herein, the term "Index" shall mean the Consumer Price Index-Urban Wage Earners and Clerical Workers for New York, New York - Northeastern, New Jersey (1982-84 = 100) issued by the Bureau of Labor Statistics, or other governmental agency then publishing the Index (or if the Index is no longer published, the index of consumer prices in New York City most comparable to the Index) for the smallest period for which the Index is published that includes the date in question.

If Tenant shall elect to so extend the original term of this Lease pursuant to this Paragraph R3, Tenant shall give written notice to Landlord as provided elsewhere herein, at least six (6) months prior to the expiration of the Original Term or the extended term, as the case may be.

In addition to the Demised Premises, the Landlord shall make available to the Tenant such Common Areas within or adjacent to the building of which the Demised Premises is a part and elsewhere upon the Shopping Center, together with any Common Areas provided by means of cross or reciprocal easement agreements (herein "REA") as Landlord shall, from time to time, deem to be appropriate for the Shopping Center, and Landlord shall operate and maintain such Common Areas for their intended purposes, subject at all times to, and reserving unto the Landlord the right, exercisable in its sole discretion, but not more frequently than one (1) day in each calendar year, to close off the Common Areas and deny access thereto in order to prevent a public dedication thereof by operation of law and to assure that the same will remain private property. Tenant shall have the nonexclusive right during the term to use (for their intended purposes) the Common Areas for itself, its employees, agents, customers, and invitees, subject however, to the provisions of this Lease. Landlord shall have the right, at any time and from time to time, to change the size and/or location and/or elevation and/or nature of the Common Areas, or any part thereof, including, without limitation, the right to locate thereon kiosks and/or other structures of any type. All Common Areas shall be subject to the exclusive reasonable control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and enforce uniform rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and to conform with such rules and regulations upon notice thereof, to cause its business agents, invitees, licensees, employees and agents, so to abide and conform. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for such activities as in the judgement of Landlord would promote the business activities of the Shopping Center to the general public, provided same do not unreasonably interfere with Tenant's use of the Demised Premises.

The Landlord shall maintain or cause to be maintained the building in which the Demised Premises are located in a neat, clean and orderly manner, the said Common Areas in a neat, clean, orderly and operable condition, properly lighted, heated and air conditioned (if appropriate) and by providing the services set forth in this paragraph including, but not limited to, providing snow and ice removal for the Common Areas, but all expenses in connection therewith shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the term "expenses" in the immediately preceding sentence, shall be construed to include but not be limited to, all sums expended or incurred by Landlord in connection with the Shopping Center and/or the Common Areas for all general maintenance and repairs, resurfacing, painting, re-striping, cleaning, sweeping and providing janitorial services; management services, maintenance and repair of sidewalks, curbs, Shopping Center signs, sprinkler systems, planting and landscaping; providing lighting and other utilities, directional signs and other markers and bumpers; the operation, maintenance and repair of any fire protection (including sprinkler) systems, storm drainage systems and other utility systems; the cost of all personnel to implement such services including, if Landlord deems necessary, the cost of providing security guard service; any and all personal property taxes and assessments on the improvements and land comprising said Common Areas, as well as any governmental imposition or surcharge imposed upon Landlord or assessed against the Common Areas or any portion thereof; the fees, costs or expenses, if any, required for the maintenance and preservation of any rights arising under any REA; the costs or expenses, if any, of providing and maintaining any security alarm system for the benefit of the tenants of the Shopping Center; depreciation of any machinery and equipment used in the maintenance and the operation of the Common Areas (if owned) and/or the rental paid for such machinery and equipment (if rented); premiums for insurance coverage for the Shopping Center (including the building of which the Demised Premises is a part) under such policies with such companies and in such limits as Landlord may in its judgement determine or select (including but not limited to fire insurance with extended coverage, liability insurance covering personal injury, death, and property damage with a personal injury endorsement covering false arrest, detention or imprisonment, malicious prosecution, libel and slander, and wrongful entry or eviction, workmen's compensation insurance, plate glass insurance, rent insurance, contractual liability insurance and fidelity bonds); the cost of removing snow, ice, rubbish and debris from the Shopping Center, as well as the cost of inspecting the same and regulating traffic thereon; the cost of heating, ventilating and air conditioning enclosed Common Areas; the cost of providing and replacing uniforms for, as well as the gross compensation of all personnel required to supervise and accomplish the foregoing; the rental paid for any music service programs and /or loudspeaker systems provided for the Shopping Center generally, including the cost of furnishing the electricity therefor; plus an amount equal to fifteen (15%) percent of the total of all such expenses, whether herein specifically mentioned or otherwise contemplated by the intent hereof, to reimburse Landlord for its administrative and overhead costs in providing the accounting, bookkeeping and collection functions required in connection therewith.

In consideration of Landlord's agreement to operate and maintain the Common Areas, Tenant covenants and agrees to pay a proportionate share of the expenses advanced and/or incurred by Landlord therefor in each lease year or partial lease year during the term of this Lease, as hereinafter provided. While the Tenant's proportionate share of such expenses shall not exceed a sum equal to the product obtained by multiplying (i) the total of all expenses advanced or incurred in each Lease Year by (ii) a fraction the numerator of which shall be the number of square feet of floor area in the Demised Premises and denominator of which shall be the number of square feet of leasable floor area in the Shopping Center. The Landlord shall annually estimate the total cost of such expenses for the Shopping Center on the basis of its experience and reasonably anticipated expenses therefor, and the Tenant shall pay to the Landlord, on the first day of each calendar month, together with its monthly installment of minimum rent due hereunder, an amount equal to 1/12 of its proportionate share thereof. As soon as practicable following the close of each Lease Year, Landlord shall submit to Tenant a statement indicating the actual amount of the expenses advanced and/or incurred by Landlord in performing its obligations hereunder for the immediately preceding Lease Year, the actual amount of Tenant's proportionate share thereof, the amount of the Landlord's estimate thereof for such immediately preceding Lease Year, and the amount of the resulting balance due thereon, or over-payment thereof, as the case may be. Appropriate adjustment shall thereupon be made between the parties, within thirty (30) days of receipt of the amount of deficiency or overpayment, on the basis of such statement. Each statement shall be binding upon Tenant, its successors and assigns, as to the matters set forth therein, if no objection is raised with respect thereto ninety (90) days after submission of each statement to Tenant. Tenant shall have the right to examine Landlord's books and records at the offices of Landlord during ordinary business hours not more than once in each Lease Year for the purpose of verifying the matters set forth in the statement for the immediately preceding Lease Year. For and during the first Lease Year (or Partial Lease Year) as the case may be, the Tenant's estimated proportionate share of the expenses for operating and maintaining the Common Areas of the Shopping Center shall be payable monthly in the amounts set forth as "Initial Common Area Charge" on Page One hereof, the same to be deemed additional rent hereunder and subject to the annual adjustment heretofore provided. Tenant covenants and agrees that if the Lease is terminated by reason of default on its part, or if it fails to take possession of Demised Premises or vacates the Demised Premises prior to the expiration of the term hereof, it shall remain liable to pay its proportionate share of such expenses. Tenant agrees that this is not to be construed as a penalty, but rather as a portion of the proper measure of Landlord's damages in the event of a breach of this Lease by Tenant as aforesaid.

R5. Liability For Damages

The Tenant agrees to be responsible for any damage to the property of the Landlord which may result from any use of the Demised Premises; or any act done thereon by the Tenant or any person coming or being thereon by the license or permission of the Tenant, express or implied; to save the Landlord harmless from any liability to any person or estate, for damage to person or property, resulting from any such causes, and to protect such liability with comprehensive public liability and property damage insurance, having a single limit liability of at least \$1,000,000 for damage to all property and for any occurrence resulting in bodily and/or personal injury to or the death of one or more persons and consequential damages resulting therefrom, and to furnish Landlord on the Commencement Date a certificate issued by the insurance carrier evidencing such insurance in force, with Landlord and its Agents covered thereby.

In the event that Tenant does not procure such insurance as aforesaid, Landlord may at its option purchase the same in the name of Tenant and/or may at its option include such coverage in any master policy carried by Landlord. If Landlord exercises its rights hereunder the Tenant shall, upon demand, pay all costs thereof to Landlord together with an administrative charge of \$50.00 for each such coverage made by Landlord on behalf of Tenant.

R6. Real Estate Taxes

As used herein, the term "Taxes" shall mean and include all real estate taxes, assessments, license and permit fees, charges for any easement, including an REA (as herein elsewhere defined), maintained for the benefit of the Demised Premises and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof which shall or may during the term of this Lease be levied, assessed, imposed, become due and payable or liens upon, or arise in connection with the use, occupancy or possession of, or grow due and payable out of, or for, the entire Shopping Center or any part thereof, or any rent or income received therefrom, or any land, buildings or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting Taxes, assessments and/or negotiating with public authorities with respect to the same. If at any time during the term of this Lease the methods and/or bases of taxation prevailing at the Commencement

13-22840-rdd Doc:1138-5 Filed:06/29/15 Entered:06/29/15 14:49:04 Claims
Date shall be altered so that in addition to, or in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such, there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord from the Shopping Center or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents derived from the whole Shopping Center or any portion thereof, then and in any of such events, the same shall be included in the computation hereunder of Taxes. The word "taxes" shall not include any charge, such as water meter charge and sewer rent based thereon, which measured by the consumption by the actual user of the item or service for which the charge is made.

Tenant shall pay in each Tax Year during the term of this Lease as additional rent, a proportionate share of all such Taxes, at the times and in the manner hereinafter provided. While the Tenant's proportionate share of such Taxes shall not exceed a sum equal to the product obtained by multiplying (i) the total of all Taxes assessed or imposed against the Shopping Center in each Tax year by (ii) a fraction of the numerator of which shall be the number of square feet of floor area in the Demised Premises and the denominator of which shall be the number of square feet of leasable floor area in the Shopping Center, the Landlord shall annually estimate the total amount of such Taxes for the Shopping Center on the basis of its experience and reasonably anticipated charges therefor, and the Tenant shall pay to the Landlord, on the first day of each calendar month, together with its monthly installment of minimum rent due hereunder, an amount equal to 1/12 of its proportionate share thereof. As soon as practicable following the close of each Tax Year, Landlord shall submit to Tenant a statement indicating the actual amount of the Taxes assessed or imposed against the Shopping Center for the immediately preceding Tax year, the actual amount of Tenant's proportionate share thereof, the amount of the Landlord's estimate thereof for such immediately preceding Tax year, and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be, with an appropriate adjustment to thereupon be made between the parties, within thirty (30) days of receipt of the amount of deficiency or overpayment, on the basis of such statement. Each statement shall be binding upon Tenant, its successors and assigns, as to the matters set forth therein, if no objection is raised with respect thereto within ninety (90) days after submission of each statement to Tenant. The term "Taxes" shall not include any interest or other charge imposed by any taxing authority as a penalty or delinquency charge, based upon late payment of any tax obligation by the Landlord.

The failure of Landlord to provide such statement to Tenant as required above shall not relieve Tenant of its obligations hereunder or for the specific Tax Year in which any such failure occurs, nor shall such failure in any way relieve the Landlord from its obligation to provide such statement, provided however, that Tenant's obligations to pay such taxes shall only survive expiration or mutual termination of this Lease for a period of six (6) months.

As used herein, the term "Tax Year" shall be deemed to mean each twelve (12) month period (deemed, for the purposes of this Paragraph 26 to have 365 days) established as the real estate Tax Year by the taxing authorities having lawful jurisdiction over the property comprising the Shopping Center. For and during the first Tax Year (or Partial Tax Year, as the case may be) occurring during the term of this Lease, the Tenant's estimated proportionate share of the Taxes applicable to the Shopping Center shall be payable monthly in the amounts set forth on Page One hereof as "Initial Tax Share," payable monthly as above provided, the same to be deemed additional rent hereunder and subject to the annual adjustment hereinbefore provided. Tenant covenants and agrees that if this Lease is terminated by reason of default on its part, or if it fails to take possession of Demised Premises or leaves the Demised Premises prior to the expiration of the term hereof, it shall remain liable to pay its proportionate share of such Taxes. Tenant agrees that this is not to be construed as a penalty, but rather as a portion of the proper measure of Landlord's damages in the event of a breach of this Lease by Tenant as aforesaid.

If at any time during the term of this Lease, or any extension or renewal thereof, the laws of any one or more of the jurisdictions in which the Shopping Center is located imposes, charges, assesses or levies upon or against the rents (whether guaranteed minimum, percentage rent or additional rent, or any or all of the foregoing), or any other consideration in lieu of the rent payable hereunder, a tax, imposition, charge, assessment, levy, excise fee or license fee, then in the absence of any provision to the contrary specifically contained in such laws, the same shall be paid in full by the Tenant and such obligation may be enforced by Landlord in the same way and manner as provided for the enforcement of the payment of minimum rent, percentage rent and additional rent hereunder.

Tenant shall be solely responsible for and shall promptly pay upon the bills being rendered therefor by the supplier thereof, and before the same become delinquent, any and all separately metered or measured (or in the case of a master meter, pro-rated) charges for the use and consumption by the tenants of the Shopping Center of heat, air conditioning, sewer, water, gas, electricity or any other utility services utilized in the use and occupancy of the Demised Premises by the Tenant.

Should Landlord elect or be required to supply or make available any utility used or consumed at the Demised Premises, Tenant agrees to purchase and pay for the same, as additional rent, every month in the term hereof; provided that tenant shall not be obligated to pay Landlord an aggregate annual sum in excess of the aggregate annual amount therefor which tenant would otherwise be obligated to pay for similar utility usage and service as a retail customer of the public utility or municipal authority then supplying such utility to the shopping center.

R8. Net Lease

Landlord and Tenant confirm and agree that it is the intention of the parties that the Lease shall be a net lease, with the Tenant responsible for a pro rata share of the cost of all maintenance, real estate taxes, management, repairs and other charges of any nature whatsoever in connection with the Common Area and the Demised Premises.

R9. Attorney's Fees

Tenant agrees that in the event that any default by it in performance of any of the terms, conditions or covenants of this Lease beyond applicable grace periods requires the Landlord, in the exercise of its sole reasonable discretion, to engage the services of any attorney, whether or not an employee of Landlord, to enforce compliance by the Tenant with terms, conditions and covenants hereof, the Tenant will reimburse Landlord for any and all expenses incurred in its use of such attorney and in any action which said attorney may pursue. Such expenses shall include, but are not limited to: reasonable legal fees, court costs, costs of filing and serving summons and/or complaints, etc. The term "default" as used in this paragraph shall mean, but shall not be construed as being limited in meaning to nonpayment of: minimum rent, utility bills, Taxes, and common area expense contribution.

Tenant further agrees that should it commit any default or defaults under this Lease beyond applicable grace periods, Landlord may, at its election, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default or defaults for the account of Tenant. If the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default or defaults for the account of Tenant, then the Tenant will reimburse the Landlord for the expense of attorneys' fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. The cost to the Landlord thereof shall be due and payable on demand, shall be deemed to be additional rent hereunder and shall be added to the installment of rent next accruing or to any subsequent installment of rent due and payable hereunder, at the election of Landlord. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking and pursuing any of the rights and remedies which by the terms hereof are reserved to and for the benefit of Landlord.

R10. Holdover

Provided Landlord and Tenant are not negotiating in good faith an extension or renewal of the Lease Term, if the Tenant shall occupy said demised premises without the written consent of the Landlord after the expiration of the term of this Lease, and rent is accepted from said Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only from the date of such expiration, and occupation and payment thereafter shall operate to extend the term of this Lease for but one month at a time unless other terms of such extension are reduced to and expressed in writing and signed by the parties hereto. In such event if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least twenty (20) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate it to pay rent for an additional calendar month, following the month in which the Tenant has vacated the demised premises. If after such notice, such occupancy continues without the consent of the Landlord, Tenant shall pay to Landlord, as liquidated damages, 1-1/2 times the amount of rent and all other charges at the highest rate specified in this Lease for the time Tenant retains possession of the demised premises or any part thereof after termination of the term by lapse of time or otherwise.

Landlord shall reimburse Tenant for costs associated with leasehold improvements, fixtures, equipment, and new space build-out the sum of Twenty-five Thousand Dollars (\$25,000.00). The foregoing amount shall be payable in the following manner:

1. \$5,000.00 upon full execution of the Lease, and the Landlord's receipt of the first month's rent;
2. \$20,000.00 within ten (10) days after the Lease commences on a rent-paying basis, and Tenant is open for business in the Premises.

R12. Limitation of Liability

In the event that the Landlord may be or elect to be or to adopt the form of a limited or general partnership or of a Real Estate Investment Trust, Tenant agrees that Tenant shall make no claim against any partner (whether general or limited) or against any trustee thereof by reason of any matter arising under the terms of this Lease or arising in connection with the use or occupancy of the Demised Premises. No personal asset or any partner (general or limited) in such partnership or of any trustee of such Real Estate Investment Trust shall be subject to levy, execution, attachment or other enforcement procedures by Tenant or any successor or assign of Tenant on account of any matter whatsoever relating to this Lease or to the use or occupancy of the Demised Premises.

Consistent with the intention expressed in the immediately preceding paragraph, and notwithstanding anything to the contrary in this Lease elsewhere set forth, either express or implied, Tenant agrees that in all events it shall look solely to the estate and property of the Landlord (regardless of whether the entity is a corporation, partnership, trust, individual or otherwise) in the Shopping Center for the collection of any judgement (or other judicial process) requiring payment of money by Landlord in the event of a default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall become subject to levy, execution, attachment or other enforcement procedures for the satisfaction of Tenant's remedies. If the building is transferred or conveyed, Landlord shall be relieved of all covenants and obligations under this Lease thereafter occurring and Tenant shall thereafter look to such transferee for the performance and observance thereof.

R13. Brokerage

Landlord and Tenant warrant and represent to each other that neither has dealt with any broker or brokers regarding the negotiation of this Lease other than Scotmar Associates, Inc. Landlord shall pay such broker a commission pursuant to a separate agreement. Tenant and Landlord agree to indemnify and hold harmless the other from and against any claim for a commission or other compensation by any other broker in connection with the Demised Premises.

R14. Assignment, Sublet and Non-Disturbance

(a) Notwithstanding anything to the contrary contained herein, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet all or part of the Demised Premises to an affiliate of Tenant, provided the Tenant and Guarantor remain primarily liable under the Lease and remain responsible for all payments and responsibilities thereunder. "Affiliate" shall mean a person or entity controlling, controlled by or under common control with another person or entity or, in the case of an individual, a member of such individual's immediate family.

(b) Notwithstanding anything to the contrary contained herein, Landlord acknowledges and approves of the immediate subletting of the Demised Premises by Tenant to one or more physicians. Within thirty (30) days after execution of this Lease, Landlord shall deliver a non-disturbance agreement to Tenant in the standard form utilized in the Shopping Center.

R15. Parking

Landlord shall designate two (2) parking spaces in the proximity of the entrance to the building as handicapped parking spaces in conformance with applicable laws, regulations and ordinances. Landlord agrees to make the building in which the Demised Premises is located accessible to disabled persons by providing a curb-cut near the handicapped parking spaces.

Tenant shall have the right to display in the Demised Premises or on a portion of the office building portion of the Shopping Center any exterior or interior signs, provided that the Tenant shall be required to obtain the Landlord's prior written consent which will not be unreasonably withheld in connection with the location, size, type, and material of each sign, and each sign shall conform to all municipal ordinances and regulations with the proper municipal approvals being obtained therefore by the Tenant at its sole cost and expense.

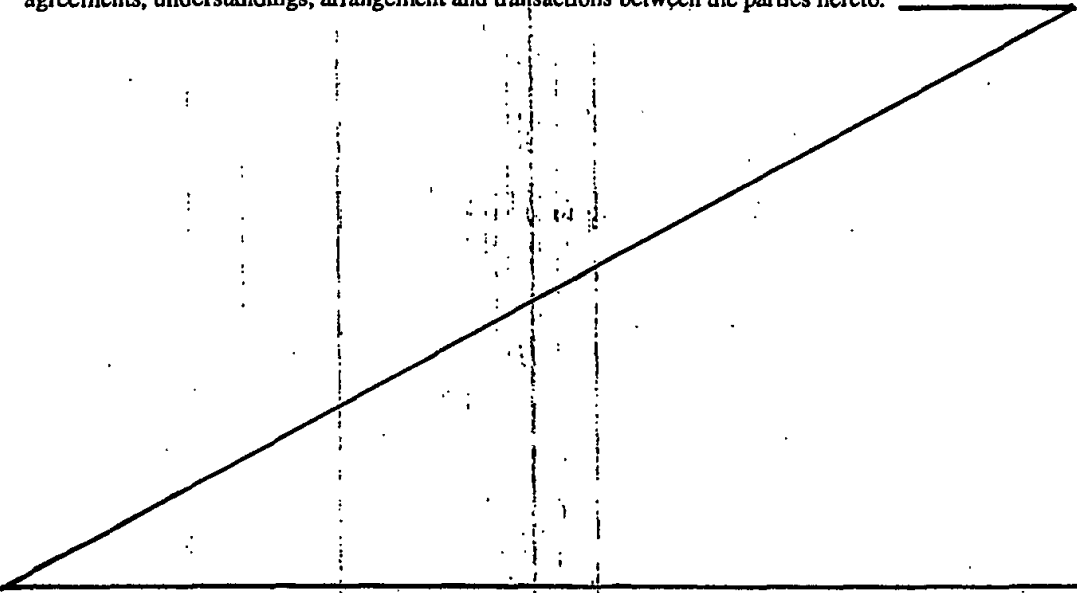
R17. Tenant Alterations

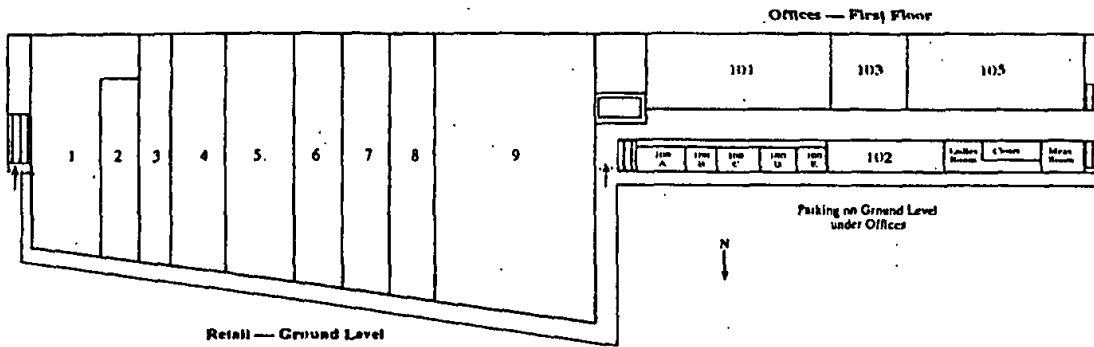
Notwithstanding anything to the contrary contained herein, Tenant may build-out the Demised Premises and make other alterations and improvements necessary to ready the Demised Premises for occupancy without Landlord's prior approval, provided that all such alterations and improvements: (1) do not affect or impair the structural integrity of the Demised Premises; (2) conform to all municipal ordinances and regulations with the proper municipal approvals being obtained therefore by Tenant at its sole cost and expense prior to beginning any construction; (3) do not increase or decrease the size of the Demised Premises; and (4) unreasonably disturb any other tenants in the Shopping Center. In connection with such build-out, Landlord agrees to use reasonable efforts to secure on behalf of Tenant the right to access the premises located immediately below the Demised Premises so that Tenant may conduct plumbing installation. Tenant understands and agrees that in connection with said plumbing installation, the Tenant may be required to perform such work on weekends or evenings and only after the Landlord has obtained the consent of the tenants directly beneath the Demised Premises.

R18. Landlord's Work

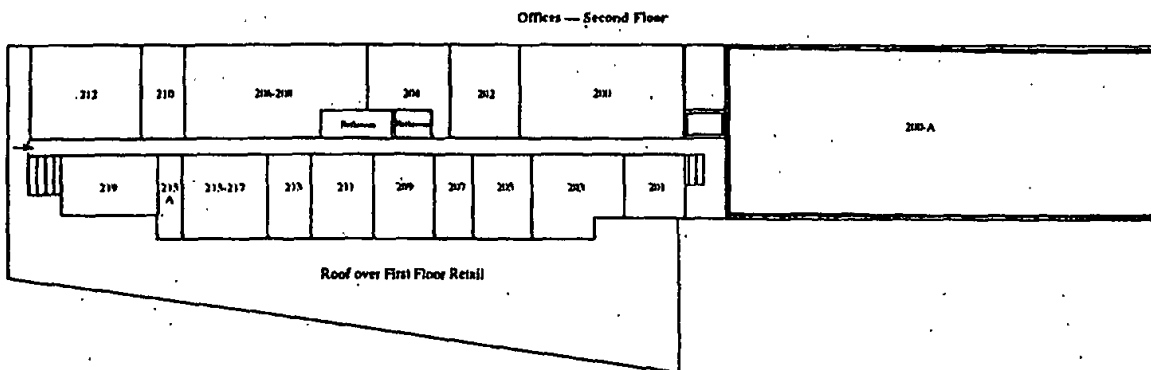
Landlord agrees to maintain the Shopping Center, including the building in which the Demised Premises is located, in a neat, clean, and safe manner. Consistent therewith, Landlord agrees to upgrade the bathrooms in the Common Area.

This Agreement and all documents, agreements, understandings and arrangements relating to this transaction have been executed by the undersigned in his capacity as an officer or trustee of Kranzco Realty Trust or its affiliates (the "Trust") which has been formed as a Maryland real estate investment trust pursuant to a Declaration of Trust of Kranzco Realty Trust dated June 17, 1992, and not individually, and neither the trustees, officers or shareholders of the Trust shall be bound or have any personal liability hereunder or thereunder. Each party hereto shall look solely to the assets of the Landlord and/or Trust for satisfaction of any liability of the Trust in respect of this Agreement and all documents, agreements, understandings and arrangements relating to this transaction and will not seek recourse or commence any action against any of the trustees, officers or shareholders of the Trust or any of their personal assets for the performance or payment of any obligation hereunder or thereunder. The foregoing shall also apply to any future documents, agreements, understandings, arrangement and transactions between the parties hereto.





Ground Level & First Floor



Second Floor



128 FAYETTE STREET
 CONSHOHOCKEN, PA 19428
 TELEPHONE: 610/941-9292
 FAX: 610/941-9193

Exhibit "A"

Landlord does not covenant that any occupant indicated hereon will become a tenant or occupant in either the space marked on this plan, nor that the shopping center will be constructed as shown hereon. Nothing contained herein, or depicted hereon, shall be deemed to limit, waive, restrict or lessen the rights of the landlord under the lease agreement to which this plan is attached.

13-22840-rdd Doc 1138-5
Remove kitchen
unit, save for
reuse

Filed 06/29/15 Entered 06/29/15 14:49:04
(Part 3) Pg 29 of 68

Claims

Original in Records Dept.

Medical Offices
77 Quaker Ridge Road
New Rochelle, NY

New Rochelle Hospital
Medical Center

DEMOLITION PLAN

1/4" = 1'-0"

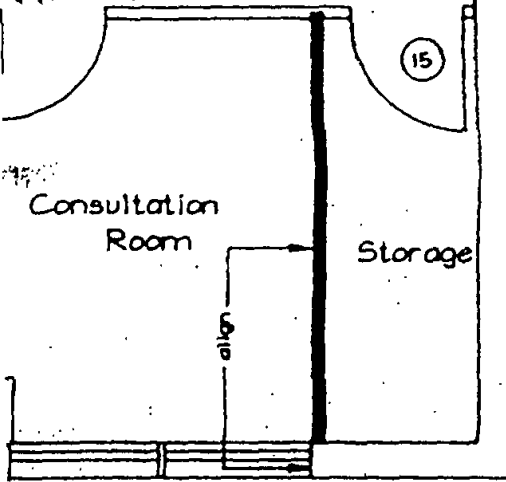
osmolskis architecture

162 cortles avenue pelham, ny 10803

914 738-5658

interior design architecture

A-1

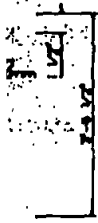


Original in Records Dept.

1" cont. neoprene gasket
d to 1/8" at mullion, typical
for conditions

Medical Offices
77 Quaker Ridge Road
New Rochelle, NY

New Rochelle Hospital
Medical Center

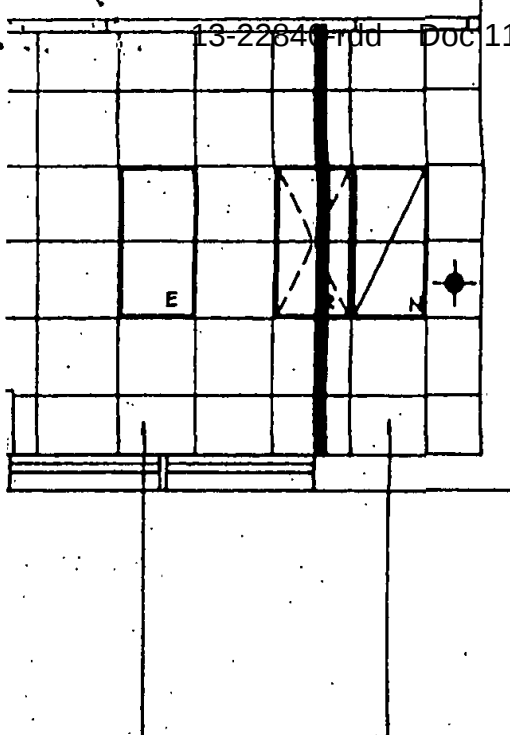


CONSTRUCTION PLAN

1/4" = 1'-0"

osmolskis architecture
162 cortles avenue pelham, ny 10803
914 738-5658
interior design architecture

A-2



Original in Records Dept

Medical Offices
77 Quaker Ridge Road
New Rochelle, NY

New Rochelle Hospital
Medical Center

see notes

see notes

REFLECTED CEILING PLAN

$1/4" = 1'-0"$

moved

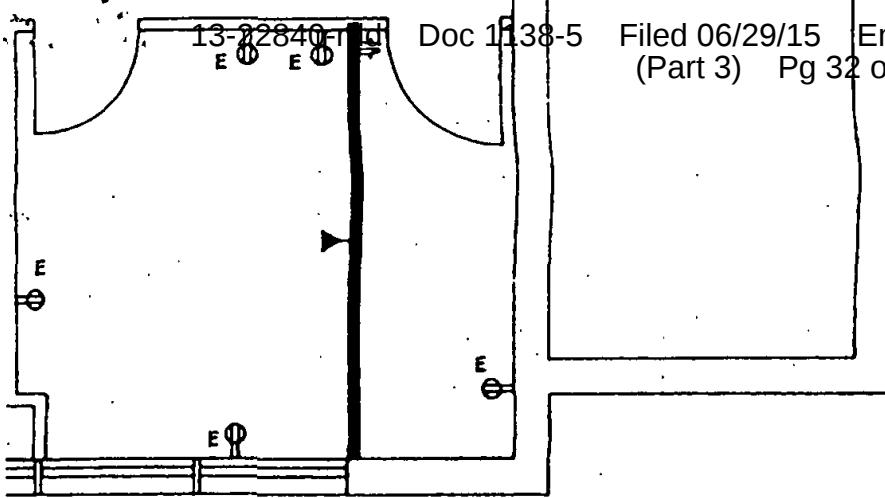
osmolskis architecture

162 cortlies avenue pelham, ny 10803

914 738-5658

Interior design architecture

A-3



Original in Records Dept

Medical Offices
77 Quaker Ridge Road
New Rochelle, NY

New Rochelle Hospital
Medical Center

off unless otherwise noted,
a plate typical
ce plate

In contract

POWER & TELEPHONE PLAN

1/4" = 1'-0"

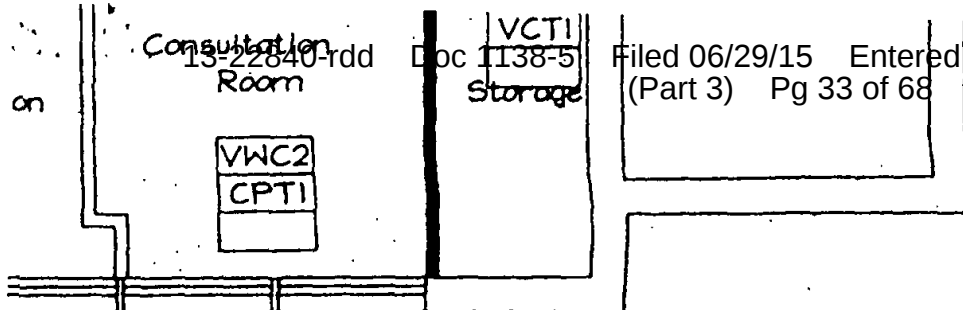
osmolskis architecture

162 carlies avenue pelham, ny 10603

914 738-5658

interior design architecture

A-4



13-22840-rdd

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(Part 3) Pg 33 of 68

Claims

Original in Records Dept.

n, "Aspects II", glue down

Medical Offices
77 Quaker Ridge Road
New Rochelle, NY

New Rochelle Hospital
Medical Center

le, 6x6
lose tile at

FINISH PLAN

carpet, cove at VCT

1/4" = 1'-0"

E

or

use K730SK/K16050-5

h K-6593 metal frame,
re by Kohler

ns

ount K-2031 with K-13760
mixing valve

osmolskis architecture

162 carlies avenue pelham, ny 10603

914 738-5658

interior design architecture

A-5

FOR VALUE RECEIVED and in consideration for, and as an inducement to, the Landlord for entering into the Lease dated the

4th day of June, 19 96, with

NRHMC SERVICES CORP., a New York Corporation
as the tenant, executed simultaneously herewith and to which this guaranty is attached, the undersigned,
NEW ROCHELLE HOSPITAL MEDICAL CENTER, a New York non-profit organization
as "Guarantor", having and address at
16 Guion Place; New Rochelle, New York 10802

hereby guarantees to the Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, its successors and assigns, and expressly agrees that the validity of this agreement and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the within lease, or by reason of the waiver by the Landlord of, or the failure of the Landlord to enforce any of the terms, covenants or conditions of said lease, or the granting of any indulgence or extension of time to the Tenant, all of which may be given or done without notice to the Guarantor. The undersigned waives notice of default in the payment of rent, additional rent or any other amounts contained or reserved in said lease, or notice of a breach or non-performance of any of the covenants, conditions or agreements contained in said lease and agrees to be subject to any suit or action whatsoever by Landlord as if undersigned were Tenant and in such suit or action undersigned shall be subrogated to the rights, duties and obligations of Tenant under the terms of the above noted lease. The undersigned further covenants and agrees that this agreement and guaranty shall remain and continue in full force and effect as to any amendments, modification, renewal or extension of the within lease, to all of which the undersigned hereby consents in advance.

The undersigned further agrees that its liability under this agreement and guaranty shall, at Landlord's option, be primary and that in any right of action which shall accrue to the Landlord under the within lease, the Landlord may, at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment, against the Tenant

No assignment or transfer of the within lease shall operate to extinguish or diminish the liability of the undersigned under this agreement and guaranty.

IN WITNESS WHEREOF, the undersigned has caused this agreement and guaranty to be executed in his name, and his seal to be affixed hereto this 3rd day of June, 19 96

Witness:

NEW ROCHELLE HOSPITAL MEDICAL CENTER

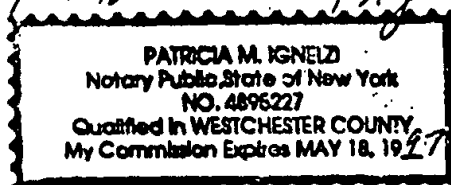
BY: [Signature]

BY: [Signature]
TITLE: [Signature]

STATE OF New York }
COUNTY OF Westchester } SS.:

On the 3rd day of June, 19 96, before me personally came
Douglas O. Landy, to me known, who by me duly sworn, did depose and say that he resides at
64 Sagamore Rd. Bronxville, NY; and acknowledges that he executed the foregoing instrument.

Kranzco Form 174



[Signature]
(Notary)

SALE

SECOND AMENDMENT OF LEASE

Second Amendment of Lease, dated August 20, 2012 (the "Amendment"), by and between CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company, (the "Landlord") and NRHMC SERVICES CORP., a New York corporation, (the "Tenant").

WHEREAS, Landlord's predecessor-in-interest, KRT Property Holdings, Inc., and Tenant entered into a lease, dated August 27, 1996, with respect to office premises occupied by Tenant at the North Ridge Professional Building, 77 Quaker Ridge Road, New Rochelle, New York, 10804;

WHEREAS, the lease was amended by a certain First Amendment of Lease, dated February 27, 2012 (the original lease and the First Amendment collectively are referred to as the "Lease"); and

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **LEASE TERM.** The Lease is amended to extend the term thereof for a period of two years commencing September 1, 2012 and terminating August 31, 2014.

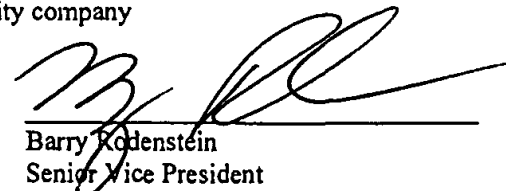
2. **MINIMUM RENT.** The Lease is amended to provide that the Minimum Rent shall be \$1,265.00 per month from September 1, 2012 through August 31, 2014.

3. **MISCELLANEOUS.** Except as otherwise provided herein, all other terms and conditions of the Lease shall be deemed to be incorporated herein and made part of this Amendment and shall continue in full force and effect. The submission of this Amendment for examination does not constitute an offer to amend the Lease; and shall become effective only upon execution and legal delivery thereof by both Landlord and Tenant. Once executed, this Amendment shall be binding upon the parties hereto and their heirs, successors and assigns. This Amendment may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

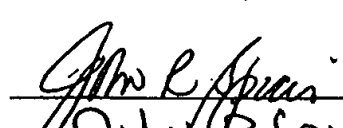
CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company

By: 

Barry Rodenstein
Senior Vice President

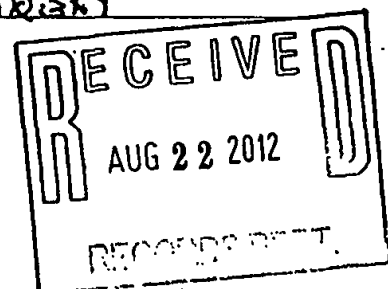
TENANT:

NRHMC SERVICES CORP., a New York corporation,

By: 

Name: JOHN R. SPICER

Title: PRESIDENT



REAFFIRMATION OF GUARANTY

The undersigned, as guarantor of the Lease under that certain Guaranty, dated August 27, 1996, originally given by New Rochelle Hospital Medical Center, hereby approves of the within Amendment; and ratifies and affirm its continuing obligations under said Guaranty as guarantor of the Lease as amended hereby.

GUARANTOR:

SOUND SHORE MEDICAL CENTER, a New York corporation,

By:

Name:

Title:

John P. Mangano
John P. Mangano
Sr Vice President

FIRST AMENDMENT OF LEASE

First Amendment of Lease, dated February 27, 2012 (the "Amendment"), by and between CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company, (the "Landlord") and NRHMC SERVICES CORP., a New York corporation, (the "Tenant").

WHEREAS, Landlord's predecessor-in-interest, KRT Property Holdings, Inc., and Tenant entered into a lease, dated August 27, 1996 (the "Lease"), with respect to office suites #205 and #207 at the North Ridge Professional Building, 77 Quaker Ridge Road, New Rochelle, New York, 10804;

WHEREAS, the term of the Lease expired on August 31, 2011;

WHEREAS, the Tenant no longer has a need for office suite #207 consisting of approximately 496 rentable square feet and surrendered the same to Landlord on August 31, 2011; and

WHEREAS, the Tenant desires to continue to Lease office suite #205 consisting of approximately 600 rentable square feet.

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lease is revived and amended as follows:

1. DEMISED PREMISES. The Lease is amended to provide that Landlord leases to Tenant and Tenant rents from Landlord the office premises consisting of approximately 600 rentable square feet at North Ridge Professional Building, 77 Quaker Ridge Road, New Rochelle, New York, designated as Suite No. 205 (the "Demised Premises" or "Premises"). From and after September 1, 2011, any reference in the Lease to the Demised Premises shall mean to refer to Suite No. 205 only.

2. PROPORTIONATE SHARE ADJUSTMENT. In the interest of clarity, wherever applicable, Landlord shall make the appropriate adjustment to Tenant's proportionate share percentage to reflect the change/reduction in Premises size (i.e., changing the numerator as required by Sections R3 ["Common Areas"] and R5 ["Real Estate Taxes"]).

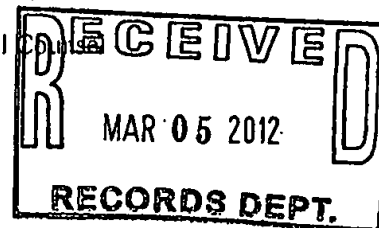
3. LEASE TERM. The Lease is amended to extend the term thereof for a period of one year commencing September 1, 2011 and terminating August 31, 2012.

4. MINIMUM RENT. The Lease is amended to provide that the Minimum Rent shall be \$1,100.00 per month from September 1, 2011 through August 31, 2012.

5. NOTICE ADDRESSES. The Lease is updated to provide that the applicable addresses for the giving of notice under the Lease are as follows:

If to Landlord:

CW North Ridge Plaza LLC
% Brixmor Property Group
420 Lexington Avenue, 7th Floor
New York, NY 10170
Attention: Office of General Counsel



with a copy to:

Brixmor Property Group
131 Dartmouth Street
Boston, MA 02116-5134
Attention: Office of Regional Counsel

If to Tenant:

NRHMC Services Corp.
16 Guion Place
New Rochelle, NY 10802

In the interest of clarity, the address for the payment of rent has not changed.

6. **MISCELLANEOUS.** Except as otherwise provided herein, all other terms and conditions of the Lease shall be deemed to be incorporated herein and made part of this Amendment and shall continue in full force and effect. In the interest of clarity, all options to extend the term of the Lease as right contained in the Lease, if any, are deleted as no longer applicable. The submission of this Amendment for examination does not constitute an offer to amend the Lease; and shall become effective only upon execution and legal delivery thereof by both Landlord and Tenant. Once executed, this Amendment shall be binding upon the parties hereto and their heirs, successors and assigns. This Amendment may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

CW NORTH RIDGE PLAZA LLC, a Delaware limited liability company

By:


Barry Rodenstein
Senior Vice President

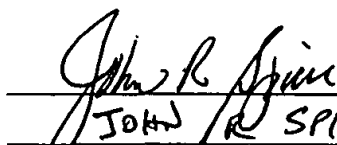
TENANT:

NRHMC SERVICES CORP., a New York corporation,

By:

Name:

Title:


JOHN R. SPICER
PRESIDENT AND CEO

REAFFIRMATION OF GUARANTY

The undersigned, as guarantor of the Lease under that certain Guaranty, dated August 27, 1996, originally given by New Rochelle Hospital Medical Center, hereby approves of the within Amendment; and ratifies and affirm its continuing obligations under said Guaranty as guarantor of the Lease as amended hereby.

GUARANTOR:

SOUND SHORE MEDICAL CENTER, a New York corporation,

By:

Name:

Title:

J. Mahan

JOHN MAHAN

SENIOR VICE PRESIDENT OPERATIONS

FOR VALUE RECEIVED and in consideration for, and as an inducement to, the Landlord for entering into the Lease dated the

27th

day of August, 19 96, with

NRHMC SERVICES CORP., a New York Corporation

as the tenant, executed simultaneously herewith and to which this guaranty is attached, the undersigned,

NEW ROCHELLE HOSPITAL MEDICAL CENTER, a New York non-profit organization

as "Guarantor", having and address at

16 Guion Place; New Rochelle, New York 10802

hereby guarantees to the Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, its successors and assigns, and expressly agrees that the validity of this agreement and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the within lease, or by reason of the waiver by the Landlord of, or the failure of the Landlord to enforce any of the terms, covenants or conditions of said lease, or the granting of any indulgence or extension of time to the Tenant, all of which may be given or done without notice to the Guarantor. The undersigned waives notice of default in the payment of rent, additional rent or any other amounts contained or reserved in said lease, or notice of a breach or non-performance of any of the covenants, conditions or agreements contained in said lease and agrees to be subject to any suit or action whatsoever by Landlord as if undersigned were Tenant and in such suit or action undersigned shall be subrogated to the rights, duties and obligations of Tenant under the terms of the above noted lease. The undersigned further covenants and agrees that this agreement and guaranty shall remain and continue in full force and effect as to any amendments, modification, renewal or extension of the within lease, to all of which the undersigned hereby consents in advance.

The undersigned further agrees that its liability under this agreement and guaranty shall, at Landlord's option, be primary and that in any right of action which shall accrue to the Landlord under the within lease, the Landlord may, at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment, against the Tenant

No assignment or transfer of the within lease shall operate to extinguish or diminish the liability of the undersigned under this agreement and guaranty.

IN WITNESS WHEREOF, the undersigned has caused this agreement and guaranty to be executed in his name, and his seal to be affixed hereto this 30th day of August, 19 96 ✓

Witness:

NEW ROCHELLE HOSPITAL MEDICAL CENTER

BY:

Mary McMahon

BY:

Keefe Leonard

TITLE: Exec. V.P./C.O.O.

STATE OF New York
COUNTY OF Westchester

} SS.:

On the

30th

day of

August

, 19 96

, before me personally came

, to me known, who by me duly sworn, did depose and say that he resides at

64 Sagamore Rd. Briarville, NY 10708 and acknowledges that he executed the foregoing instrument.

Kranzco Form 174

PATRICIA M. IGNEZI
Notary Public, State of New York
NO. 4896227
Qualified in WESTCHESTER COUNTY
My Commission Expires MAY 18, 1997

Patricia M. Ignazi

(Notary)

Lease

NORTH RIDGE SHOPPING CENTER
NEW ROCHELLE, NEW YORK

Shopping Center

KRT PROPERTY HOLDINGS, INC., BY AND THROUGH ITS
MANAGING AGENT, KRANZCO REALTY TRUST

Landlord

AND

NRMC SERVICES CORP.

Tenant

Date:

August 27, 1996

File:

NORT - 137

Kranzco

Kranzco Form 100 KRT

having an address at 16 Guion Place; New Rochelle, New York 10802 Tenant.

Certain Fundamental Lease Provisions are presented in this Section and represent the agreement of the parties hereto, subject to further definition and elaboration in the respective referred Sections elsewhere in this Lease:

Shopping Center: Located in the North Ridge Shopping Center in
77 Quaker Ridge Road; New Rochelle, New York 10804

Demised Premises: Containing approximately 1,096 square feet with
approximate dimensions of x as shown as
Store # 205 & 207 and outlined in red on Exhibit "A" attached hereto.

Permitted Use: Any lawfully permitted office use.

~~under the style and trade name of~~

and for no other purpose. (See Paragraph Twenty)

Minimum Annual Rent: \$ 20,824.00 (Yrs. 1-5) (See Paragraph Two)
23,016.00 (Yrs. 6-10)
24,112.00 (Yrs. 11-15)

Monthly Rent Payment: \$ 1,735.33 (Yrs. 1-5) (See Paragraph Two)
1,918.00 (Yrs. 6-10)
2,009.33 (Yrs. 11-15)

Initial Common Area Charge: \$ 297.00 per month Subject to Adjustment (See Paragraph Nine)

Initial Tax Share: \$ 315.00 per month Subject to Adjustment (See Paragraph Twenty-Six)

Merchant's Association: \$ N/A Subject to Adjustment (See Paragraph Thirty)

Initial Monthly Remittance: \$ 2,347.33

Percentage Rent Factor: N/A (See Paragraph Nineteen)

Term: Fifteen (15) years (See Paragraph One)

Security Deposit: \$ None (See Paragraph Twenty-Five)

References appearing in the Fundamental Lease Provisions are to designate some of the other places in this Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions on Pages 1 and 2 shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this Lease applicable thereto. If there is any conflict between any of the Fundamental Lease Provisions set forth on Pages 1 and 2 and any other provisions of this Lease, the latter shall control. The listing on Page 1 of the monetary charges payable by Tenant shall not be construed to be an exhaustive list of all monetary amounts payable by Tenant under this Lease.

100-9/92

1.

DEPT	OK
Legal	15
Exec.	
Accnt.	14/1
Const.	17
Lensing	17
Oper.	18/2

Autoren: 1138-5 Filed: 06/29/15 Entered: 06/29/15 14:49:04
KRT PROPERTY HOLDINGS, INC., a MD corporation, by and through its managing agent, KRANZC
REALTY TRUST, a MD real estate investment trust, having an address at 128 Fayette Street
Conshohocken, PA 19428

party of the first part, hereinafter referred to as OWNER, and NRIMC SERVICES CORP., a New York Corpora
having an address at 16 Guion Place, New Rochelle, New York 10802

partly of the second part, hereinafter referred to as TENANT.
Whereas: Owner hereby leases to Tenant and Tenant hereby hires from Owner Stes. 205 & 207 in
North Ridge Shopping Center, having an address at 77 Quaker Ridge Road, New Rochelle, New
York 10804 (hereinafter referred to as the "Demised Premises" or demised premises")

on the date this Lease is fully executed
in the building known as
in the Borough of City of New York, for the term of fifteen (15) years; commencing
the earlier of 120 days after possession or when Tenant opens for business, whichever occurs
first, provided (for until such term shall sooner cease and expire as hereinafter provided) to commence on the
however, that Tenant shall not be required to pay rent, additional rent, or any other sums
due under the Lease attributable to the period prior to the earlier of 120 days after Tena
is given possession of the Demised Premises, or when Tenant commences business operations,
whichever occurs first.

See Page 1 of Lease Agreement for Annual Rental Rates.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues,
public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said
term, at the Office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except
that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

On the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment
of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at
Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable
hereunder and the same shall be payable to Owner as additional rent.

The parties herein, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors
and assigns, hereby covenant as follows:

Rent 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy 2. Tenant shall use and occupy demised premises for any lawfully permitted office use,

and for no other purpose.

Tenant 3. Tenant shall make no changes in or to the demised
Alterations premises of any nature without Owner's prior written
consent. Subject to the prior written consent of Owner,
and to the provisions of this article, Tenant at Tenant's expense, may
make alterations, installations, additions or improvements which are non-
structural and which do not affect utility services or plumbing and electri-
cal lines, in or to the interior of the demised premises by using contractors
or mechanics first approved by Owner. Tenant shall, before making any
alterations, additions, installations or improvements, at its expense, obtain
all permits, approvals and certificates required by any governmental
or quasi-governmental bodies and (upon completion) certificates of final
approval thereof and shall deliver promptly duplicates of all such permits,
approvals and certificates to Owner and Tenant agrees to carry and will
cause Tenant's contractors and sub-contractors to carry such workman's
compensation, general liability, personal and property damage insurance
as Owner may require. If any mechanic's lien is filed against the demised
premises, in the building of which the same forms a part, for work claim-
ed to have been done in, on materials furnished to, Tenant, whether or
not done pursuant to this article, the same shall be discharged by Tenant
within thirty days thereafter, at Tenant's expense, by filing the bond re-
quired by law. All fixtures and all paneling, partitions, railings and like
installations, installed in the premises at any time, either by Tenant or by
Owner in Tenant's behalf, shall, upon installation, become the property
of Owner and shall remain upon and be surrendered with the demised
premises unless Owner, by notice to Tenant no later than twenty days
prior to the date fixed as the termination of this lease, elects to relinquish
Owner's right therein and to have them removed by Tenant, in which
event the same shall be removed from the premises by Tenant prior to the
expiration of the lease, at Tenant's expense. Nothing in this Article shall
be construed to give Owner title in or to prevent Tenant's removal of
trade fixtures, movable office furniture and equipment, but upon
removal of any such from the premises or upon removal of other installa-
tions as may be required by Owner, Tenant shall immediately and at its
expense, repair and restore the premises to the condition existing prior to
installation and repair any damage to the demised premises or the
building due to such removal. All property permitted to be removed, by Tenant at the end of the term remaining in the premises after
Tenant's removal shall be deemed abandoned and may, at the election of
Owner, either be retained as Owner's property or may be removed from
the premises by Owner, at Tenant's expense.

Maintenance 4. Tenant shall, throughout the term of this lease, take
and good care of the demised premises and the fixtures and
Repairs appurtenances therein. Tenant shall be responsible for
all damage or injury to the demised premises or any
other part of the building and the systems and equipment therein,
whether resulting from structural or nonstructural repairs caused by or
resulting from negligence, neglect or improper conduct of Ten-
nant, Tenant's subtenants, agents, employees, invitees or licensees, or

which arise out of any work, labor, service or equipment done for or sup-
plied to Tenant or any subtenant or arising out of the installation, use or
operation of the property or equipment of Tenant or any subtenant. Ten-
nant shall also repair all damage to the building and the demised premises
caused by the moving of Tenant's fixtures, furniture and equipment. Ten-
nant shall promptly make, at Tenant's expense, all repairs to and to the
demised premises for which Tenant is responsible, using only the contrac-
tor for the trade or trades in question, selected from a list of at least two
contractors per trade submitted by Owner. Any other repairs in or to the
building or the facilities and systems thereof in which Tenant is responsi-
ble shall be performed by Owner at the Tenant's expense. Owner shall
maintain in good working order and repair the exterior and the structural
portions of the building, including the structural portions of its demised
premises, and the public portions of the building interior and the building
plumbing, electrical, heating and ventilating systems (to the extent such
systems presently exist) serving the demised premises. Tenant agrees to
give prompt notice of any defective condition in the premises for which
Owner may be responsible hereunder. There shall be no allowance in Ten-
nant for diminution of rental value and no liability on the part of Owner
for reason of inconvenience, annoyance or injury to business arising from
Owner or others making repairs, alterations, additions or improvements
to or to any portion of the building or the demised premises or in and to
the fixtures, appurtenances or equipment therein. It is specifically agreed
that Tenant shall not be entitled to any refund or reduction of rent by
reason of any failure of Owner to comply with the covenants of this or
any other article of this lease. Tenant agrees that Tenant's sole remedy at
law in such instance will be by way of an action for damages for breach of
contract. The provisions of this Article 4 shall not apply in the case of fire
or other casualty which are dealt with in Article 9 hereof.

Window 5. Tenant will not clean nor require, permit, suffer or
Cleaning: allow any window in the demised premises to be cleaned
from the outside in violation of Section 202 of the
Labor Law or any other applicable law or of the Rules of the Board of
Standards and Appeals, or of any other Board or body having or exer-
cising jurisdiction.

Requirements 6. Prior to the commencement of the lease term, if
of Law, Tenant is then in possession, and at all times thereafter,
The Insurance, Tenant, at Tenant's sole cost and expense, shall prompt-
ly Floor Loads: ly comply with all present and future laws, codes and
regulations of all state, federal, municipal and local
governments, departments, commissions and boards and any direction of
any public officer pursuant to law, and all orders, rules and regulations of
the New York Board of Fire Underwriters, Insurance Services Office, or
any similar body which shall impose any violation, order or duty upon
Owner or Tenant with respect to the demised premises, whether or not
arising out of Tenant's use or manner of use thereof, including Tenant's
permitted use) or, with respect to the building if arising out of Tenant's

which consent shall not be
unreasonably withheld.

Owner shall use commercially reasonable and
diligent efforts to complete any repairs
required to be made by Owner under the Lease.

[illegible]

and the said Tenant shall not be liable to have agreed that the party insuring shall not cover any loss of any other obligation under the said insurance policy with respect to waiver of subrogation. Tenant acknowledges that the said Insurer or equipment, improvements, or appurtenances owned by the said Tenant and agrees that it shall not be obligated to replace any damaged or destroyed property of the said Insurer. Tenant hereby waives the provisions of this article shall govern and control in lieu thereof.

10. If the whole or any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi public use or purpose, the term of this lease shall cease and terminate at that event, the term of this lease shall cease and terminate at the date of the taking of the premises for such public use or purpose.

11. The value of any improvements made by the Tenant on the premises shall be determined by the appraiser appointed by the court in the event of any dispute.

11. Tenant, for itself, its heirs, administrators, executors, assignors, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or in any part thereof by underlet or occupied by another party, after default by Tenant, collect rent from the assignee, under-tenant or occupant, or the acceptance of the rent is established, the consent of Owner to an assignment or underletting not to any who be construed to release Tenant from obtaining the express consent of Owner to any further assignment or underletting.

13. Owner or Owner's agents shall have the right to enter the premises to make such repairs, replacements and improvements as may be necessary to maintain the premises in good condition and to make such repairs, replacements and improvements as may be necessary to maintain the premises in good condition and to make such repairs, replacements and improvements as may be necessary to maintain the premises in good condition.

shall use reasonable efforts to
interference with Tenant's business.
of access shall not include a right
patient records located in the
ses.
le written or telephone

one notice

in the case of an emergency, or if same continues for ten (10) days after notice

13-228-0-000. The undersigned parties, in the presence of the undersigned witnesses, have read the foregoing and have agreed to the same and acknowledge that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any previous agreement heretofore made shall be ineffective in manner, modify, discharge or effect an abandonment of it in whole or in part, unless such previous agreement is in writing and signed by the parties and upon enforcement of the change, nullification, discharge or abandonment is sought.

12. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the described premises, brown clean, in good order and condition, including walls and ceilings which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Tenant 18. Tenant covenants and agrees with Lessor that upon Lessor paying the rent and additional rent and observing and performing all the terms, conditions and obligations, Tenant's past to be observed and performed, Tenant may peacefully and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article XI hereof and to the ground lease, underlying lease and mortgages heretofore mentioned.

24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the building over or retention of possession of any tenant, subtenant or occupants of the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured in any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be liquidated under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the remedies hereunder shall be waived provided Tenant is not responsible for Owner's inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provision of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 221-a of the New York Real Property Law.

On Writers: 23. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check on payment or rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided, that not in thing done by Owner in Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner, the employee of Owner or Owner's agent shall have no power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Witness of 2d. It is mutually agreed by and between Thayer and
Tested by Jury: Terrell that the respective parties hereto shall and they
hereby do waive trial by jury in any action, proceeding
or counter-claim brought by either of the parties hereto against the other (except for
personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this case, the relationship of Thayer
and Terrell, Terrell's use of or occupancy of said premises, and any
emergency situation in any other situation remedy. It is further mutually
agreed that in the event Thayer commences any summary proceeding for
possession of the premises, Terrell will not interfere with any communication
of whatever nature or description in any such proceeding including a
communication under Article 4

22. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder my part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is

28. Except as otherwise in this lease provided, a bill statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the receipt of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, ~~which~~ ~~shall~~ ~~be~~ ~~left~~ at the premises as herein provided. Any notice by Tenant to Owner may be served by registered or certified mail addressed to Owner at the address last hereinabove given or at such other address as Owner shall designate by written notice.

29. As long as Tenant is not in default under any of the covenants of this lease, Owner shall provide: (a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m. and have one elevator subject to call at all other times; (b) one dedicated person to clean the common areas of the premises, including the lobby, corridors, stairways, restrooms, elevator lobby, and elevator shafts, for cleaning purposes; and (c) if Tenant uses the common areas for any other purpose, including for storage of materials, for which the Owner shall be so notified, Owner may install a security camera on the premises and Tenant shall be responsible to maintain the premises in good working order and to clean the common areas, including them and Tenant shall be responsible to remove all debris and materials additional to what is allowed on the premises; (d) cleaning service for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner satisfactory to Owner and no more than three persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (e) if the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excluded) from 8:00 a.m. to 6:00 p.m. and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid, if Tenant requires air conditioning/cooling or ventilation for more extended hours or on Saturdays, Sundays or on holidays, as defined under Owner's contract with Operating Engineers Local 94-94A, Owner will furnish the same at Tenant's expense. RIDER to be added in respect to rates and conditions for each additional service:

(f) Owner reserves the right to stop services of the heating, elevator, plumbing, air-conditioning, power systems or cleaning or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner for as long as may be reasonably required by reason thereof. If the building in which the demised premises are a part supplies manually-operated elevator service, Owner at any time may substitute automatic control elevator service and upon ten days' written notice to Tenant, proceed with alterations necessary thereto without in any way affecting this lease or the obligation of Tenant hereunder. The same shall be done with a minimum of inconvenience to Tenant and Owner shall pursue the alteration with due diligence.

Captions: 30. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

Definitions: 31. The term "office", or "offices", wherever used in this lease, shall not be construed in mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, kiosk or of other stand, harbor shop, or for other similar purposes or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgage in possession, for the time being of the land and building for the owner of a lease of the building or of the land and building) of which the demised premises form a part, or that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and released of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, or any such sale, in the said lease of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such position thereof as is covered by specific hours in Article 29 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

and on Saturdays from 8:00 a.m. to 5:00 p.m.

Security: 34. Tenant has deposited with Owner the sum of \$ None as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum due to Owner to be filled in or deleted.

Successors and Assigns: 36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

to me known and known to me to be the individual described to and who, as TENANT, executed the foregoing instrument and acknowledged to me that he executed the same

not agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" attached to and made a part of this lease, which shall govern the performance, or non-performance, or use, or misuse, or damage, or destruction, or charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the execution by the owner against Tenant of any of the rights or remedies reserved to Owner pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain in full force and effect as in any renewal, modification or extension of this lease and during any period when Tenant is occupying the premises as a "statutory tenant." As a further inducement to Owner to make this lease and in consideration thereof, Owner and the undersigned covenants and agree that in any action or proceeding brought by either Owner or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this lease or of this guaranty that Owner and the undersigned shall and do hereby waive trial by jury.

Date: 19

Witness

Witness

File Name

STATE OF NEW YORK) ss:
COUNTY OF)

On this day of 19 before me

personally came
to me known and known to me to be the individual described in, and who executed the foregoing Guaranty and acknowledged to me that he executed the same.

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 33.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress or egress from the demised premises and the delivery of merchandise and equipment in a prompt and efficient manner using elevators and passages as designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any Tenant or by holders or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and skidgears. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no receptacles, tubs, pails, or other substances shall be deposited therein, and the expense of any leakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees or visitors, shall have caused it.
3. No carpet, rug or other article shall be hung or shaken out of any window of the building; and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building and Tenant shall not use, keep or permit to be used or kept any tool or machine gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the building. Smoking in carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Further signs on doors and directory tablets shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant, and shall be of a size, color and style acceptable to Owner.
6. No Tenant shall wash, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No brushing, cutting or

striking of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay floorboards, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used in the finishing of building's remodeling left shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his tenancy, return to Owner all keys of doors, offices and toilet rooms, either furnished in, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Owner the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and courtyards, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease or which these Rules and Regulations are a part.

9. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

10. Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Owner for all acts of such persons.

11. Owner shall have the right to prohibit any advertising by any Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises.

13. If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by the Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 1:00 P.M. in the case of services required on work days, and prior to 1:00 P.M. on the day prior in the case of after hours service required on weekends or on holidays.

14. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Owner may designate.

Address

Premises

TO

STANDARD FORM OF

Office
Type

The Real Estate Board of New York, Inc.
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Dated

Rent per Year

Rent per Month

Term
From
To

Drawn by Checked by

Entered by Approved by

19

BY AND BETWEEN
KRT PROPERTY HOLDINGS, INC.,
BY AND THROUGH ITS MANAGING AGENT,
KRANZCO REALTY TRUST ("LANDLORD")
AND
NRHMC SERVICES CORP. ("TENANT")

LEASE DATED: August 27, 1996

R1. Additional Lease Provisions

The following additional lease provisions are hereby incorporated into the Lease as though fully set forth therein. In the event of any conflict or inconsistency between the terms of the Lease, all exhibits thereto and the terms of the following provisions, the terms of the following provisions shall be controlling. Any reference within the Lease to specific provisions herein is for convenience only, and shall have no bearing upon the weight accorded to those provisions herein to which specific reference is not made.

R2. Acceptance Of Possession

The Tenant acknowledges that it has examined the Demised Premises and agrees to accept the same without any representations, warranties or covenants on the part of Landlord except as set forth in this Lease and in the condition commonly referred to as "AS IS", except Landlord at its cost and expense shall perform the following work in and to the Demised Premises:

NONE.

Except as hereinabove provided, Landlord shall have no obligations for any construction or installations which may otherwise be required by Tenant to prepare the Demised Premises for its occupancy.

R3. Common Areas

In addition to the Demised Premises, the Landlord shall make available to the Tenant such Common Areas within or adjacent to the building of which the Demised Premises is a part and elsewhere upon the Shopping Center, together with any Common Areas provided by means of cross or reciprocal easement agreements (herein "REA") as Landlord shall, from time to time, deem to be appropriate for the Shopping Center, and Landlord shall operate and maintain such Common Areas for their intended purposes, subject at all times to, and reserving unto the Landlord the right, exercisable in its sole discretion, but not more frequently than one (1) day in each calendar year, to close off the Common Areas and deny access thereto in order to prevent a public dedication thereof by operation of law and to assure that the same will remain private property. Tenant shall have the nonexclusive right during the term to use (for their intended purposes) the Common Areas for itself, its employees, agents, customers, and invitees, subject however, to the provisions of this Lease. Landlord shall have the right, at any time and from time to time, to change the size and/or location and/or elevation and/or nature of the Common Areas, or any part thereof, including, without limitation, the right to locate thereon kiosks and/or other structures of any type. All Common Areas shall be subject to the exclusive reasonable control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and enforce uniform rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and to conform with such rules and regulations upon notice thereof, to cause its business agents, invitees, licensees, employees and agents, so to abide and conform. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for such activities as in the judgement of Landlord would promote the business activities of the Shopping Center to the general public, provided same do not unreasonably interfere with Tenant's use of the Demised Premises.

The Landlord shall maintain or cause to be maintained the building in which the Demised Premises are located in a neat, clean and orderly manner, the said Common Areas in a neat, clean, orderly and operable condition, properly lighted, heated and air conditioned (if appropriate) and by providing the services set forth in this paragraph including, but not limited to, providing snow and ice removal for the Common Areas, but all expenses in connection therewith shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the term "expenses" in the immediately preceding sentence, shall be construed to include but not be limited to, all sums

1 extended or incurred by Landlord in connection with the Shopping Center and for the Common Areas for all general maintenance and repairs, resurfacing, painting, re-stripping, cleaning, sweeping and providing janitorial services; management services; maintenance and repair of sidewalks, curbs, Shopping Center signs, sprinkler systems, planting and landscaping; providing lighting and other utilities, directional signs and other markers and bumpers; the operation, maintenance and repair of any fire protection (including sprinkler) systems, storm drainage systems and other utility systems; the cost of all personnel to implement such services including, if Landlord deems necessary, the cost of providing security guard service; any and all personal property taxes and assessments on the improvements and land comprising said Common Areas, as well as any governmental imposition or surcharge imposed upon Landlord or assessed against the Common Areas or any portion thereof; the fees, costs or expenses, if any, required for the maintenance and preservation of any rights arising under any REA; the costs or expenses, if any, of providing and maintaining any security alarm system for the benefit of the tenants of the Shopping Center; depreciation of any machinery and equipment used in the maintenance and the operation of the Common Areas (if owned) and/or the rental paid for such machinery and equipment (if rented); premiums for insurance coverage for the Shopping Center (including the building of which the Demised Premises is a part) under such policies with such companies and in such limits as Landlord may in its judgement determine or select (including but not limited to fire insurance with extended coverage, liability insurance covering personal injury, death, and property damage with a personal injury endorsement covering false arrest, detention or imprisonment, malicious prosecution, libel and slander, and wrongful entry or eviction, workmen's compensation insurance, plate glass insurance, rent insurance, contractual liability insurance and fidelity bonds); the cost of removing snow, ice, rubbish and debris from the Shopping Center, as well as the cost of inspecting the same and regulating traffic thereon; the cost of heating, ventilating and air conditioning enclosed Common Areas; the cost of providing and replacing uniforms for, as well as the gross compensation of all personnel required to supervise and accomplish the foregoing; the rental paid for any music service programs and/or loudspeaker systems provided for the Shopping Center generally, including the cost of furnishing the electricity therefor; plus an amount equal to fifteen (15%) percent of the total of all such expenses, whether herein specifically mentioned or otherwise contemplated by the intent hereof, to reimburse Landlord for its administrative and overhead costs in providing the accounting, bookkeeping and collection functions required in connection therewith.

In consideration of Landlord's agreement to operate and maintain the Common Areas, Tenant covenants and agrees to pay a proportionate share of the expenses advanced and/or incurred by Landlord therefor in each lease year or partial lease year during the term of this Lease, as hereinfore provided. While the Tenant's proportionate share of such expenses shall not exceed a sum equal to the product obtained by multiplying (i) the total of all expenses advanced or incurred in each Lease Year by (ii) a fraction the numerator of which shall be the number of square feet of floor area in the Demised Premises and denominator of which shall be the number of square feet of leasable floor area in the Shopping Center. The Landlord shall annually estimate the total cost of such expenses for the Shopping Center on the basis of its experience and reasonably anticipated expenses therefor, and the Tenant shall pay to the Landlord, on the first day of each calendar month, together with its monthly installment of minimum rent due hereunder, an amount equal to 1/12 of its proportionate share thereof. As soon as practicable following the close of each Lease Year, Landlord shall submit to Tenant a statement indicating the actual amount of the expenses advanced and/or incurred by Landlord in performing its obligations hereunder for the immediately preceding Lease Year, the actual amount of Tenant's proportionate share thereof, the amount of the Landlord's estimate thereof for such immediately preceding Lease Year, and the amount of the resulting balance due thereon, or over-payment thereof, as the case may be. Appropriate adjustment shall thereupon be made between the parties, within thirty (30) days of receipt of the amount of deficiency or overpayment, on the basis of such statement. Each statement shall be binding upon Tenant, its successors and assigns, as to the matters set forth therein, if no objection is raised with respect thereto ninety (90) days after submission of each statement to Tenant. Tenant shall have the right to examine Landlord's books and records at the offices of Landlord during ordinary business hours not more than once in each Lease Year for the purpose of verifying the matters set forth in the statement for the immediately preceding Lease Year. For and during the first Lease Year (or Partial Lease Year) as the case may be, the Tenant's estimated proportionate share of the expenses for operating and maintaining the Common Areas of the Shopping Center shall be payable monthly in the amounts set forth as "Initial Common Area Charge" on Page One hereof, the same to be deemed additional rent hereunder and subject to the annual adjustment heretofore provided. Tenant covenants and agrees that if the Lease is terminated by reason of default on its part, or if it fails to take possession of Demised Premises or vacates the Demised Premises prior to the expiration of the term hereof, it shall remain liable to pay its proportionate share of such expenses. Tenant agrees that this is not to be construed as a penalty, but rather as a portion of the proper measure of Landlord's damages in the event of a breach of this Lease by Tenant as aforesaid.

The Tenant agrees to be responsible for any damage to the property of the Landlord which may result from any use of the Demised Premises, or any act done thereon by the Tenant or any person coming or being thereon by the license or permission of the Tenant, express or implied; to save the Landlord harmless from any liability to any person or estate, for damage to person or property, resulting from any such causes, and to protect such liability with comprehensive public liability and property damage insurance, having a single limit liability of at least \$1,000,000 for damage to all property and for any occurrence resulting in bodily and/or personal injury to or the death of one or more persons and consequential damages resulting therefrom, and to furnish Landlord on the Commencement Date a certificate issued by the insurance carrier evidencing such insurance in force, with Landlord and its Agents covered thereby.

In the event that Tenant does not procure such insurance as aforesaid, Landlord may at its option purchase the same in the name of Tenant and/or may at its option include such coverage in any master policy carried by Landlord. If Landlord exercises its rights hereunder the Tenant shall, upon demand, pay all costs thereof to Landlord together with an administrative charge of \$50.00 for each such coverage made by Landlord on behalf of Tenant.

R5. Real Estate Taxes

As used herein, the term "Taxes" shall mean and include all real estate taxes, assessments, license and permit fees, charges for any easement, including an REA (as herein elsewhere defined), maintained for the benefit of the Demised Premises and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof which shall or may during the term of this Lease be levied, assessed, imposed, become due and payable or liens upon, or arise in connection with the use, occupancy or possession of, or grow due and payable out of, or for, the entire Shopping Center or any part thereof, or any rent or income received therefrom, or any land, buildings or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting Taxes, assessments and/or negotiating with public authorities with respect to the same. If at any time during the term of this Lease the methods and/or bases of taxation prevailing at the Commencement Date shall be altered so that in addition to, or in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such, there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord from the Shopping Center or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents derived from the whole Shopping Center or any portion thereof, then and in any of such events, the same shall be included in the computation hereunder of Taxes. The word "taxes" shall not include any charge, such as water meter charge and sewer rent based thereon, which measured by the consumption by the actual user of the item or service for which the charge is made.

Tenant shall pay in each Tax Year during the term of this Lease as additional rent, a proportionate share of all such Taxes, at the times and in the manner hereinafter provided. While the Tenant's proportionate share of such Taxes shall not exceed a sum equal to the product obtained by multiplying (i) the total of all Taxes assessed or imposed against the Shopping Center in each Tax year by (ii) a fraction of the numerator of which shall be the number of square feet of floor area in the Demised Premises and the denominator of which shall be the number of square feet of leasable floor area in the Shopping Center, the Landlord shall annually estimate the total amount of such Taxes for the Shopping Center on the basis of its experience and reasonably anticipated charges therefor, and the Tenant shall pay to the Landlord, on the first day of each calendar month, together with its monthly installment of minimum rent due hereunder, an amount equal to 1/12 of its proportionate share thereof. As soon as practicable following the close of each Tax Year, Landlord shall submit to Tenant a statement indicating the actual amount of the Taxes assessed or imposed against the Shopping Center for the immediately preceding Tax year, the actual amount of Tenant's proportionate share thereof, the amount of the Landlord's estimate thereof for such immediately preceding Tax year, and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be, with an appropriate adjustment to thereupon be made between the parties, within thirty (30) days of receipt of the amount of deficiency or overpayment, on the basis of such statement. Each statement shall be binding upon Tenant, its successors and assigns, as to the matters set forth therein, if no objection is raised with respect thereto within ninety (90) days after submission of each statement to Tenant. The term "Taxes" shall not include any interest or other charge imposed by any taxing authority as a penalty or delinquency charge, based upon late payment of any tax obligation by the Landlord.

relieve Tenant of its obligations hereunder or for the specific Tax Year in which any such failure occurs, nor shall such failure in any way relieve the Landlord from its obligation to provide such statement, provided however, that Tenant's obligations to pay such taxes shall only survive expiration or mutual termination of this Lease for a period of six (6) months.

As used herein, the term "Tax Year" shall be deemed to mean each twelve (12) month period (deemed, for the purposes of this Paragraph 26 to have 365 days) established as the real estate Tax Year by the taxing authorities having lawful jurisdiction over the property comprising the Shopping Center. For and during the first Tax Year (or Partial Tax Year, as the case may be) occurring during the term of this Lease, the Tenant's estimated proportionate share of the Taxes applicable to the Shopping Center shall be payable monthly in the amounts set forth on Page One hereof as "Initial Tax Share," payable monthly as above provided, the same to be deemed additional rent hereunder and subject to the annual adjustment hereinbefore provided. Tenant covenants and agrees that if this Lease is terminated by reason of default on its part, or if it fails to take possession of Demised Premises or leaves the Demised Premises prior to the expiration of the term hereof, it shall remain liable to pay its proportionate share of such Taxes. Tenant agrees that this is not to be construed as a penalty, but rather as a portion of the proper measure of Landlord's damages in the event of a breach of this Lease by Tenant as aforesaid.

If at any time during the term of this Lease, or any extension or renewal thereof, the laws of any one or more of the jurisdictions in which the Shopping Center is located imposes, charges, assesses or levies upon or against the rents (whether guaranteed minimum, percentage rent or additional rent, or any or all of the foregoing), or any other consideration in lieu of the rent payable hereunder, a tax, imposition, charge, assessment, levy, excise fee or license fee, then in the absence of any provision to the contrary specifically contained in such laws, the same shall be paid in full by the Tenant and such obligation may be enforced by Landlord in the same way and manner as provided for the enforcement of the payment of minimum rent, percentage rent and additional rent hereunder.

R6. Utilities

Tenant shall be solely responsible for and shall promptly pay upon the bills being rendered therefor by the supplier thereof, and before the same become delinquent, any and all separately metered or measured (or in the case of a master meter, pro-rated) charges for the use and consumption by the tenants of the Shopping Center of heat, air conditioning, sewer, water, gas, electricity or any other utility services utilized in the use and occupancy of the Demised Premises by the Tenant.

Should Landlord elect or be required to supply or make available any utility used or consumed at the Demised Premises, Tenant agrees to purchase and pay for the same, as additional rent, every month in the term hereof; provided that tenant shall not be obligated to pay Landlord an aggregate annual sum in excess of the aggregate annual amount therefor which tenant would otherwise be obligated to pay for similar utility usage and service as a retail customer of the public utility or municipal authority then supplying such utility to the shopping center.

R7. Net Lease

Landlord and Tenant confirm and agree that it is the intention of the parties that the Lease shall be a net lease, with the Tenant responsible for a pro rata share of the cost of all maintenance, real estate taxes, management, repairs and other charges of any nature whatsoever in connection with the Common Area and the Demised Premises.

R8. Attorney's Fees

Tenant agrees that in the event that any default by it in performance of any of the terms, conditions or covenants of this Lease beyond applicable grace periods requires the Landlord, in the exercise of its sole reasonable discretion, to engage the services of any attorney, whether or not an employee of Landlord, to enforce compliance by the Tenant with terms, conditions and covenants hereof, the Tenant will reimburse Landlord for any and all expenses incurred in its use of such attorney and in any action which said attorney may pursue. Such expenses shall include, but are not limited to: reasonable legal fees, court costs, costs of filing and serving summons and/or complaints, etc. The term "default" as used in this paragraph shall mean, but shall not be construed as being limited in meaning to nonpayment of: minimum rent, utility bills, Taxes, and common area expense contribution.

Tenant further agrees that should it commit any default or defaults under this Lease beyond applicable grace periods, Landlord may, at its election, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default or defaults for the account of Tenant. If the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default or defaults for the account of Tenant, then the Tenant will reimburse the Landlord for the expense of attorneys' fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. The cost to the Landlord thereof shall be due and payable on demand, shall be deemed to be additional rent hereunder and shall be added to the installment of rent next accruing or to any subsequent installment of rent due and payable hereunder, at the election of Landlord. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking and pursuing any of the rights and remedies which by the terms hereof are reserved to and for the benefit of Landlord.

R9. Holdover

Provided Landlord and Tenant are not negotiating in good faith an extension or renewal of the Lease Term, if the Tenant shall occupy said demised premises without the written consent of the Landlord after the expiration of the term of this Lease, and rent is accepted from said Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only from the date of such expiration, and occupation and payment thereafter shall operate to extend the term of this Lease for but one month at a time unless other terms of such extension are reduced to and expressed in writing and signed by the parties hereto. In such event if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least twenty (20) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate it to pay rent for an additional calendar month, following the month in which the Tenant has vacated the demised premises. If after such notice, such occupancy continues without the consent of the Landlord, Tenant shall pay to Landlord, as liquidated damages, 1-1/2 times the amount of rent and all other charges at the highest rate specified in this Lease for the time Tenant retains possession of the demised premises or any part thereof after termination of the term by lapse of time or otherwise.

R10. Limitation of Liability

In the event that the Landlord may be or elect to be or to adopt the form of a limited or general partnership or of a Real Estate Investment Trust, Tenant agrees that Tenant shall make no claim against any partner (whether general or limited) or against any trustee thereof by reason of any matter arising under the terms of this Lease or arising in connection with the use or occupancy of the Demised Premises. No personal asset or any partner (general or limited) in such partnership or of any trustee of such Real Estate Investment Trust shall be subject to levy, execution, attachment or other enforcement procedures by Tenant or any successor or assign of Tenant on account of any matter whatsoever relating to this Lease or to the use or occupancy of the Demised Premises.

Consistent with the intention expressed in the immediately preceding paragraph, and notwithstanding anything to the contrary in this Lease elsewhere set forth, either express or implied, Tenant agrees that in all events it shall look solely to the estate and property of the Landlord (regardless of whether the entity is a corporation, partnership, trust, individual or otherwise) in the Shopping Center for the collection of any judgement (or other judicial process) requiring payment of money by Landlord in the event of a default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall become subject to levy, execution, attachment or other enforcement procedures for the satisfaction of Tenant's remedies. If the building is transferred or conveyed, Landlord shall be relieved of all covenants and obligations under this Lease thereafter occurring and Tenant shall thereafter look to such transferee for the performance and observance thereof.

R11. Assignment, Sublet and Non-Disturbance

(a) Notwithstanding anything to the contrary contained herein, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet all or part of the Demised Premises to an affiliate of Tenant, provided the Tenant and Guarantor remain primarily liable under the Lease and remain responsible for all payments and responsibilities thereunder. "Affiliate" shall mean a person or entity controlling, controlled by or under common control with another person or entity or, in the case of an individual, a member of such individual's immediate family.

(b) Notwithstanding anything to the contrary contained herein, Landlord acknowledges and approves of the immediate subletting of the Demised Premises by Tenant to one or more physicians. Within thirty (30) days after execution of this Lease, Landlord shall deliver a non-disturbance agreement to Tenant in the standard form utilized in the Shopping Center.

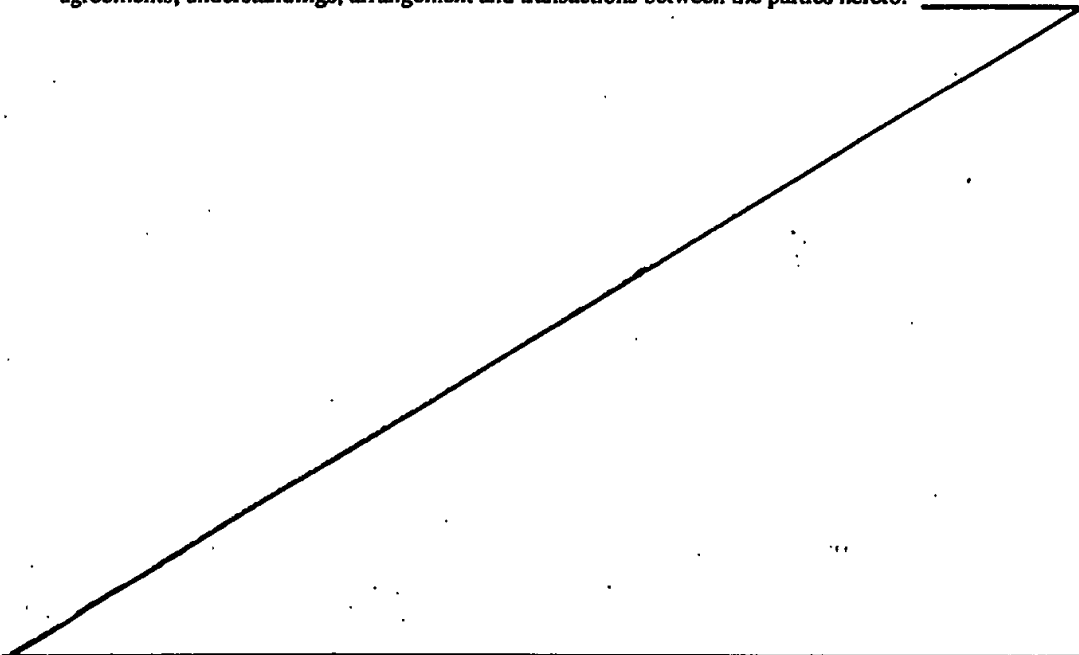
R12. Tenant Alterations

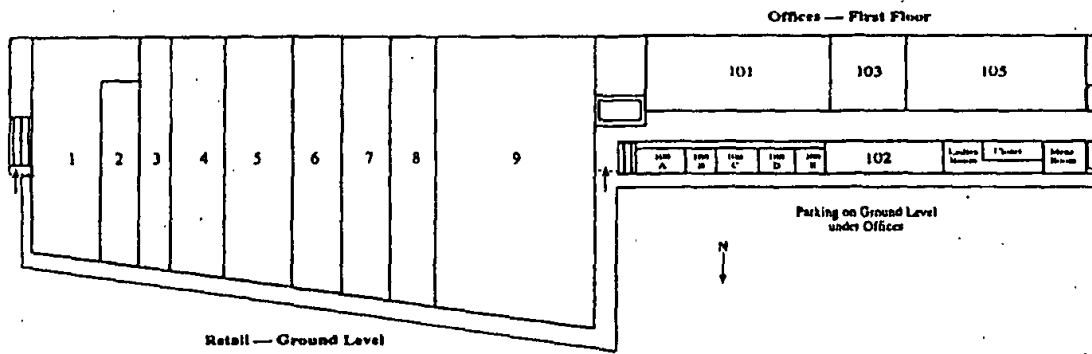
Notwithstanding anything to the contrary contained herein, Tenant may build-out the Demised Premises and make other alterations and improvements necessary, including removal of the partition between Suites 205 and 207 at Tenant's sole cost and expense, to ready the Demised Premises for occupancy without Landlord's prior approval, provided that all such alterations and improvements: (1) do not affect or impair the structural integrity of the Demised Premises; (2) conform to all municipal ordinances and regulations with the proper municipal approvals being obtained therefore by Tenant at its sole cost and expense prior to beginning any construction; (3) do not increase or decrease the size of the Demised Premises; and (4) unreasonably disturb any other tenants in the Shopping Center. In connection with such build-out, Landlord agrees to use reasonable efforts to secure on behalf of Tenant the right to access the premises located immediately below the Demised Premises so that Tenant may conduct plumbing installation. Tenant understands and agrees that in connection with said plumbing installation, the Tenant may be required to perform such work on weekends or evenings and only after the Landlord has obtained the consent of the tenants directly beneath the Demised Premises.

R13. Landlord's Work

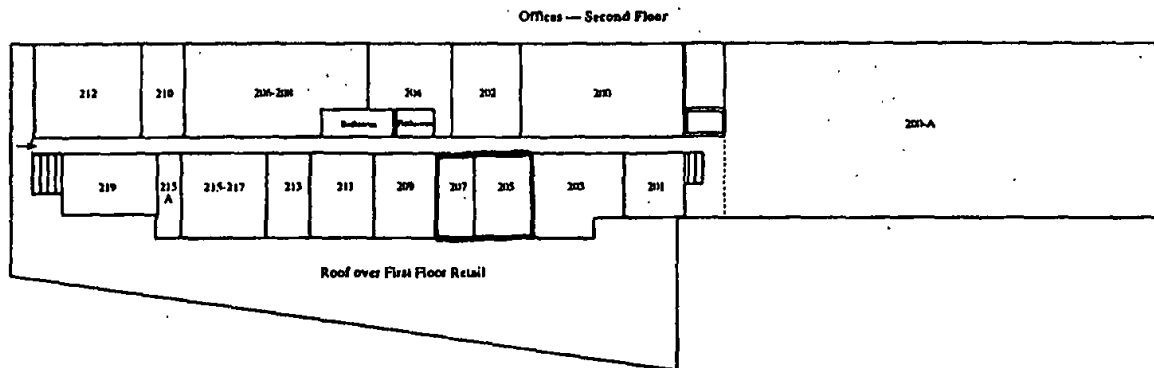
Landlord agrees to maintain the Shopping Center, including the building in which the Demised Premises is located, in a neat, clean, and safe manner.

This Agreement and all documents, agreements, understandings and arrangements relating to this transaction have been executed by the undersigned in his capacity as an officer or trustee of Kranzco Realty Trust or its affiliates (the "Trust") which has been formed as a Maryland real estate investment trust pursuant to a Declaration of Trust of Kranzco Realty Trust dated June 17, 1992, and not individually, and neither the trustees, officers or shareholders of the Trust shall be bound or have any personal liability hereunder or thereunder. Each party hereto shall look solely to the assets of the Landlord and/or Trust for satisfaction of any liability of the Trust in respect of this Agreement and all documents, agreements, understandings and arrangements relating to this transaction and will not seek recourse or commence any action against any of the trustees, officers or shareholders of the Trust or any of their personal assets for the performance or payment of any obligation hereunder or thereunder. The foregoing shall also apply to any future documents, agreements, understandings, arrangement and transactions between the parties hereto.





Ground Level & First Floor



Second Floor



128 FAYETTE STREET
 CONSHOHOCKEN, PA 19428
 TELEPHONE: 610/941-9292
 FAX: 610/941-9193

Exhibit "A"

Landlord does not covenant that any occupant indicated hereon will become a tenant or occupant in either the space marked on this plan, nor that the shopping center will be constructed as shown hereon. Nothing contained herein, or depicted hereon, shall be deemed to limit, waive, restrict or lessen the rights of the landlord under the lease agreement to which this plan is attached.

Lease	G/L Offset	Remark	Date	Due Date	Gross Amt	Open Amt
04055022	RRET	2007-2012 Tax Appeal Refunds	8/15/2013	8/15/2013	-3,452.23	-3,452.23
04055022	RRET	RET REC 01/01/2012-12/31/2012	7/15/2013	10/13/2013	2,155.18	2,155.18
04055022	RRET	RET REC 01/01/2012-12/31/2012	7/15/2013	10/13/2013	11.04	11.04
04055022	CAM	CAM (Escrow / Deposit)	5/1/2013	5/1/2013	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	5/1/2013	5/1/2013	431.5	431.5
04055022	AMR	Annual Minimum Rent	5/1/2013	5/1/2013	1,265.00	1,047.84
04055022	CAM	CAM (Escrow / Deposit)	4/1/2013	4/1/2013	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	4/1/2013	4/1/2013	431.5	431.5
04055022	AMR	Annual Minimum Rent	4/1/2013	4/1/2013	1,265.00	1,265.00
04055022	AMR	Annual Minimum Rent	3/1/2013	3/1/2013	1,265.00	1,265.00
04055022	CAM	CAM (Escrow / Deposit)	3/1/2013	3/1/2013	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	3/1/2013	3/1/2013	431.5	431.5
04055022	AMR	Annual Minimum Rent	2/1/2013	2/1/2013	1,265.00	1,265.00
04055022	CAM	CAM (Escrow / Deposit)	2/1/2013	2/1/2013	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	2/1/2013	2/1/2013	431.5	431.5
04055022	AMR	Annual Minimum Rent	1/1/2013	1/1/2013	1,265.00	1,265.00
04055022	CAM	CAM (Escrow / Deposit)	1/1/2013	1/1/2013	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	1/1/2013	1/1/2013	431.5	431.5
04055022	AMR	Annual Minimum Rent	11/1/2012	11/1/2012	1,265.00	1,265.00
04055022	CAM	CAM (Escrow / Deposit)	11/1/2012	11/1/2012	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	11/1/2012	11/1/2012	431.5	431.5
04055022	AMR	Annual Minimum Rent	10/1/2012	10/1/2012	1,265.00	165
04055022	CAM	CAM (Escrow / Deposit)	10/1/2012	10/1/2012	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	10/1/2012	10/1/2012	431.5	431.5
04055022	CAM	CAM (Escrow / Deposit)	9/1/2012	9/1/2012	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	9/1/2012	9/1/2012	431.5	431.5
04055022	AMR	AMR Backbill 9/1/12-9/30/12	9/1/2012	9/1/2012	165	165
04055022	CAM	CAM (Escrow / Deposit)	8/1/2012	8/1/2012	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	8/1/2012	8/1/2012	431.5	431.5
04055022	CAM	CAM (Escrow / Deposit)	7/1/2012	7/1/2012	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	7/1/2012	7/1/2012	431.5	431.5
04055022	POA		6/15/2012	6/15/2012	-3,797.42	-514.42
04055022	CAM	CAM (Escrow / Deposit)	6/1/2012	6/1/2012	547.5	547.5
04055022	RETX	Real Estate Tax (Escrow)	6/1/2012	6/1/2012	431.5	431.5
04055022	RRET	1/11 - 12/11 Tax Rec	5/1/2012	7/30/2012	2,035.37	2,035.37
04055022	RRET	1/11 - 12/11 Tax Rec	5/1/2012	7/30/2012	-2,141.64	-2,141.64
04055022	RRET	1/11 - 12/11 Tax Rec	5/1/2012	7/30/2012	4.79	4.79
04055022	RRET	1/11 - 12/11 Tax Rec	5/1/2012	7/30/2012	17.44	17.44
04055022	RCAM	CAM Rec 1/1/2011 - 12/31/2011	4/5/2012	4/5/2012	-2,296.37	-2,296.37
04055022	CAM	CAM (Escrow / Deposit)	3/1/2012	3/1/2012	1,000.00	547.5
04055022	RETX	Real Estate Tax (Escrow)	3/1/2012	3/1/2012	788.09	431.5
04055022	CAM	CAM (Escrow / Deposit)	2/1/2012	2/1/2012	1,000.00	547.5
04055022	RETX	Real Estate Tax (Escrow)	2/1/2012	2/1/2012	788.09	431.5
04055022	CAM	CAM (Escrow / Deposit)	1/1/2012	1/1/2012	1,000.00	547.5
04055022	RETX	Real Estate Tax (Escrow)	1/1/2012	1/1/2012	788.09	431.5

13-22840-rdd Doc 1138-5 Filed 06/29/15 Entered 06/29/15 14:49:04 Claims

04055022	CAM	CAM (Escrow / Deposit)	12/1/2011	12/1/2011	1,000.00	547.5
04055022	RETX	Real Estate Tax (Escrow)	12/1/2011	12/1/2011	788.09	431.5
04055022	CAM	CAM (Escrow / Deposit)	11/1/2011	11/1/2011	1,000.00	547.5
04055022	RETX	Real Estate Tax (Escrow)	11/1/2011	11/1/2011	788.09	431.5
04055022	RCAM	CAM Rec 1/1/10-12/31/10	5/16/2011	8/14/2011	-3,202.48	-3,202.48
04055022	RCAM	CAM Recon 1/1/09 - 12/31/09	5/12/2010	8/10/2010	-1,946.60	-1,946.60
04055022	RCAM	2008 RCAM Reconciliation	4/15/2009	4/15/2009	-5,617.92	-304.25
		Total Open Amount				13,732.67

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 11 Case No. 13-BK-22840 (RDD)
(Jointly Administered)

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al

**STATEMENT OF
LEGAL FEES**

Debtors.

-----X

Hours

6/5/13	LPE telephone call J. Crystal re new bankruptcy matter; conf LWF re same; start drafting notice of appearance; e-mails from client	0.50
6/6/13	LPE review client's e-mail correspondence and lease documents (2 leases); check bankruptcy docket; review relevant first day motions/orders signed from docket; review/download judge's rules; draft notice of appearance and demand for notices with certificate of service; e-file both; serve same; message for debtor's attorney; review case management procedures; telephone call debtor's attorney	3.70
6/10/13	LPE begin review sale motion	0.30

		Hours
6/11/13	LPE review in part the debtor's motion re approving bidding procedures and scheduling an auction and sale etc.	3.00
6/12/13	LPE finalize memo re sale motion; e-mail to Joel Crystal re status	1.10
6/14/13	LPE e-mail from Joel Crystal re post lease expiration tenancy; review lease #4055023 re lease expiration and effect of holdover by tenant; legal research re bankruptcy assumption of month to month lease; draft notes re same	1.00
6/17/13	LPE draft letter to debtor's attorney re post-petition rent; e-mails to J. Crystal re same	1.00
6/18/13	LPE e-mail from Sam Kallmerten (Brixmor) re potential license agreement at larger space; call him to clarify details; memo re same; finalize letter to debtor's attorney re post-petition rent	0.70
	LWF review of e-mails; strategy	1.00
6/19/13	LPE follow up re new docket items and expiring lease issues (review expiring lease re holdover); review objection to bidding procedures motion filed by United States Attorney for the Southern District of NY (Docket 87); telephone call J. Crystal re post expiration actions on expiring	2.40

		Hours
	lease; draft e-mail to J. Crystal re license; draft e-mail to D. Vender re status; client status report due 6/21/13	
6/20/13	LPE revise e-mail to Crystal re status and post-expiration; message B. Weston (debtor's attorney)	0.40
	LWF strategy; review of e-mails; revise e-mails; further strategy	1.30
6/22/13	LPE review recent docket entries; review debtor's supplemental statement in support of debtor's motion regarding bidding procedures (dk 102); review debtor's supplemental statement in support of debtor's motion regarding no auction (docket 103); review objections to bidding procedure motion; e-mail from Joel Crystal regarding license agreement	0.50
6/25/13	LPE review debtor's reply in further support of bidding motion, detailing the revised assumption procedures proposed by the debtor; review proposed order scheduling hearing on debtor's motion to approve private sale	0.20
	LPE download scheduling order and brief review of same for imminent deadlines	0.10

		Hours
6/26/13	LPE e-mail form B. Weston re debtor vacating 200-A lease space and expiration of that lease; draft proposed e-mail to Joel and Patrick	0.30
6/27/13	LPE finalize e-mail update to Crystal and Bennison re possession of 200A premises and post petition rent; check recent docket items	0.20
7/1/13	LPE review and take notes to recent docket entries including schedules and statement of financial affairs re various debtors including tenant (NRHMC Services Corporation); review and take notes re scheduling order re private sale procedures and procedures re objections to sale; e-mail PB with relevant docket documents attached; calendar relevant dates	1.90
	LPE bankruptcy docket inquiry	0.10
7/2/13	LPE review recent docket items including final order establishing case management procedures; e-mails to/from P. Bennison re receipt of June and stub rent; review proof of claim form; start proofs of claim vs. NRHMC Services Corp. on 4055023 lease and vs. Sound Shore on 4055023 guaranty; review local rules re filing proof of claim in multi-debtor proceeding	1.60

		Hours
7/10/13	LPE review recent docket items; e-mail client for status of post-petition rent; telephone call M. Marren re rents received from debtor (June received) and any security deposits held (none)	0.60
7/11/13	LPE review notice of hearing to consider approval of the sale of substantially all of the debtor's real property and designated real property acquired assets and revised purchase agreement; draft objection to sale procedures	1.10
7/12/13	LPE revise objection to sale procedure	1.00
7/15/13	LPE continue objection to sale procedures motion; preparation for service (on 6 entities); review judge's rules re filing papers and appearance by telephone; draft filing letter	0.50
7/16/13	LPE e-file and serve limited objection to sale procedure motion; e-file affidavit of service; e-mail client copies	0.50
7/19/13	LPE review motion to set bar date and proposed bar date order; calendar proposed bar date	0.30
7/26/13	LPE request telephone appearance on 8/2/13; download and review order re bar date and calendar same; message M. Marren re: July rent status; e-mail from J. Crystal inquiring if debtor filed motion to reject smaller space; respond to same; client status report	0.50

	Hours
7/29/13 LPE review recent docket items	0.40
7/30/13 LPE review today's docket items; telephone call from B. Weston re our objection to sale motion; message for M. Marren re receipt of July rent; preparation for telephone appearance re sale approval motion on 8/2/13; message from M. Marren re receipt of July rent	1.70
7/31/13 LPE review recent docket items including notice of agenda for 8/2/13 hearing; message for M. Marren	0.20
8/1/13 LPE review debtor's omnibus reply to objections, reservations and statements to debtor's motion for order, inter alia (a) approving the sale of debtor's real estate and designated personal property assets, free and clear of liens, claims, encumbrances and other interests, (b) approving the assumption and assignment of certain executory contracts and unexpired leases in connection with such sale, and (c) granting related relief; telephone call and e-mail M. Marren re extra rent payment and refund to tenant	0.40
8/2/13 LPE review recent docket items including revised proposed sale order, declaration of David Ingber on behalf of buyers in	2.00

		Hours
	support of finding of good faith and adequate assurance; appear via telephone at hearing approving sale motion	
8/6/13	LPE review today's docket entries	0.10
8/9/13	LPE review signed order approving sale of debtor's real property and personal property; download and draft proof of claim form for landlord vs. NRHMC on both leases; message Marren re additional attorney fees from L&T actions pre-petition; search online claims register for scheduled amounts	1.90
8/12/13	LPE review notice of deadline requiring filing of proofs of claims; draft e-mail to Crystal, Bennison and Marren re documentation for proofs of claims; review order establishing bar date and procedures re rejected executory contracts	0.30
8/15/13	LPE review a/r spreadsheets provided by M. Marren; e-mail M. Marren to provide additional pre-petition expenses for proofs of claim; draft letter to debtor's counsel re overpayment	0.80
8/21/13	LPE continue proof of claim re leases; start proof of claim re guarantees	1.40

		Hours	
8/22/13	LPE review e-mail from M. Marren re tax credits for prior years due to a tax dispute and updated spreadsheets; review recent docket items	0.40	
8/26/13	LPE review recent docket entries including motion to reject lease or executory contract (other); e-mail responding to M. Marren re tax credits and inquiring re rent payments	0.30	
8/27/13	LPE revise proof of claim re leases per new spreadsheets indicating payment of post-petition rents	0.40	
	LWF strategy re proof of claim	0.25	
8/28/13	LPE revise proof of claim (landlord)	0.30	
9/6/13	LPE continue proof of claim (landlord)	0.30	
	LPE review docket items including obj of NYS Nurses Association to debtor's motion approving private sale	0.20	
9/10/13	LPE assemble exhibits to landlord's proof of claim; reply to P. Bennison's e-mail re proofs of claim; continue drafting proof of claim for guaranty and review recent docket entries	1.60	
			Amount
	TOTAL FEES	38.75	\$10,656.25

DISBURSEMENTS

	Amount
Westlaw	120.00
TOTAL DISBURSEMENTS	<u>\$120.00</u>
TOTAL	<u>\$10,776.25</u>

Attorney summary

Attorney	Hours	Rate	Amount
LARA P. EMOUNA	36.20	275.00	\$9,955.00
LAWRENCE W. FARKAS	2.55	275.00	\$701.25

From: (516) 482-4436
Gleich, Siegel & Farkas LLP

Origin ID: BPAA



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36 SOUTH STATION PLAZA

GREAT NECK, NY 11021

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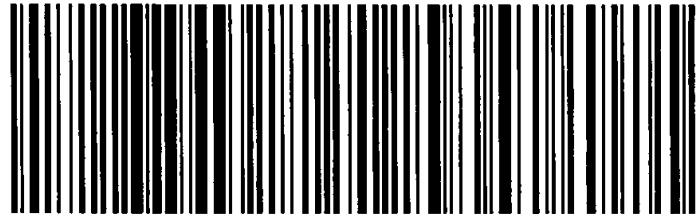
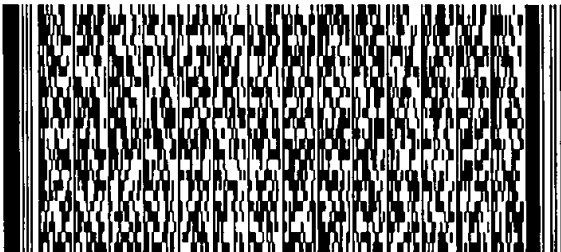
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3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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

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

БП.ЭД - 01284

ROBERT D. DRAIN





Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550

Nick D'Addato

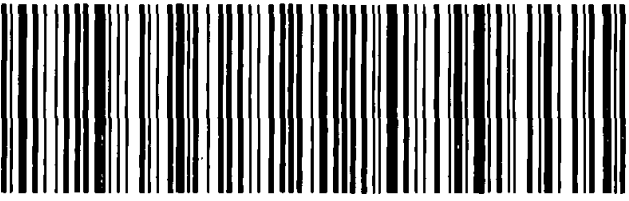
Administrative Expense Proof of Claim

Sound Shore Medical

40 GCG

5151 Bergen Pkwy

Dublin OH 43017

FedEx TRK# 0200 8009 5084 7619	THU - 30 JAN AA STANDARD OVERNIGHT
XX OSUA	43017 OH-US LCK
	
FID 201729 29JAN14 HPNA 51AC1/06EC/6500	

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ST	17		7619 01.30

fedex.com 1.800.GoFedEx 1.800.463.3339

FedEx **NEW Package**
Express **US Airbill**

FedEx Tracking Number
8009 5084 7619

Form ID No
0200

Recipient's Copy

1 From

Date **11/29/14**

Sender's Name **AT&T Daddario** Phone **914 361-6100**

Company **MMV**

Address **12 N. 7th Ave**

City **Mount Vernon** State **NY** ZIP **10550**

Dept./Room/Suite/Room

2 Your Internal Billing Reference

3 To

Recipient's Name **Sound Shore Medical of Westchester** Phone

Company **c/o GCG**

Address **5151-Blazer Parkway Suite A**

We cannot deliver to PO boxes or P.O. ZIP codes

Dept./Room/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
REGULATED NOT available for
FedEx First Overnight
- ☐ HOLD Saturday
FedEx location address
REGULATED NOT available for
FedEx Priority Overnight and
FedEx 2Day to select locations

4 Express Package Service *To most locations.

NOTE: Service order has changed. Please select carefully

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. FedEx 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, not required

☐ Dry Ice

☐ Cargu Aircraft Only

7 Payment Bill to:

Sender ☒ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Obtain rec'd. Acct. No. ☐

Total Packages **02** Total Weight **0.5** lbs

Credit Card Auth.



8009 5084 7619

644

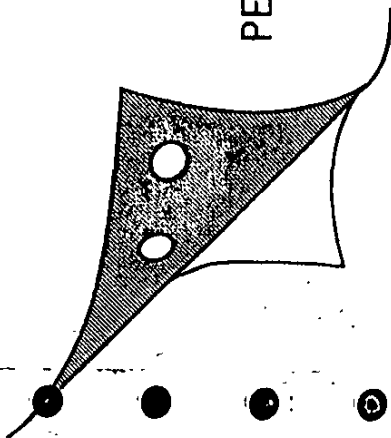
fedex.com 1.800.GoFedEx 1.800.463.3339

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.



09-16-13 A11:12 IN

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffter Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRRMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 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): Empire HealthChoice Assurance, Inc.	☐ Check this box to indicate that this claim amends a previously filed claim.	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 and address where notices should be sent: Empire Blue Cross Blue Shield One Liberty Plaza, 14th Floor New York, NY 10006 Attn: Louis L. Benza Telephone number: (212) 476-1228 Email Address: Louis.benza@empireblue.com	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): \$ <u>SEE ATTACHED RIDER</u> 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: <u>SEE ATTACHED RIDER</u> (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	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
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).
☐ 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)(____).
		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. Claims Pursuant to 11 U.S.C. § 503(b)(9): Indicates 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)		

Modified B10 (GCG) (04/13)

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 10, 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. ☐ 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)
(Attach copy of power of attorney, if any)

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 L. Benza
Title: Senior Associate General Counsel
Company: Empire HealthChoice Assurance, Inc.
Address and telephone number (if different from notice address above): _____

Telephone number: (212) 476-1228 email: LOUIS.BENZA@empireblue.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 Bleazer 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. ADSEPARATE 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 3005(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.

Modified B10 (GCG) (04/13)

DEFINITIONS	INFORMATION
Debtor A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.	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.
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).	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.
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.	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 PRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.
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.	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.
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.	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.	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.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: :
: :
SOUND SHORE MEDICAL CENTER OF, : Chapter 11
WESTCHESTER, et al., : :
: :
Debtor. : Case No. 13-22840(RDD)
: :
-----X

RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S PROOF OF CLAIM

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield ("Empire"), submits this rider in further support of its proof of claim against Sound Shore Medical Center of Westchester and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession ("Debtor").

1. Claimant. The undersigned, Louis Benza, whose business and mailing address is Empire Blue Cross Blue Shield, One Liberty Plaza, 14th Fl., New York, NY 10006, is an authorized signatory of Empire. Empire files this claim under the administrative services agreements between Empire and one or more of the Debtors, whereby Empire provides certain administrative services in regard to the Debtors' health plans which cover some or all of the Debtors' Employees, and one or more Participating Provider Agreements (the "Par Contract") between Empire and one or more of the Debtors. This proof of claim is being filed in accordance with the Order Granting Motion to Set Last Day to File Proofs of Claim, entered on July 25, 2013 (ECF No. 194) (the "Bar Date Order").

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together

with any additional administrative services agreements between Empire and any other Debtor, (the "ASO Agreements"), Empire administered performed certain administrative services in regard to aspects of the Debtors' self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing and the Debtor has continued to remit payment for these services as invoiced. Given that the Debtor has remained current on amounts owing under the ASO Agreements, Empire is unaware of any post-petition amounts owing to Empire, either under the ASO Agreements. However, under the ASO Agreements, Empire reserves certain audit rights and as such, Empire may, in the future, determine that amounts are owing under the ASO Agreements for the period prior to the Debtors' filing of this case.

3. Pursuant to the Par Contract, one or more Debtor serves as a participating provider in Empire's network. Pursuant to the Par Contract, such Debtor may, at times, owe Empire money for, among other things, overpayments. Empire is unaware of any claim that it may have against any Debtor at this time under the Par Contract. By filing this Claim, Empire is merely preserving its rights to further investigate this matter and determine what, if any, claims Empire has against any Debtor. If, in fact, Empire has any additional claim or claims against a Debtor, Empire will amend this Claim to include, among other things, the amount of such claim.

4. Collateral. The indebtedness of the Debtor to Empire is not secured.

5. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contract

The Supporting Documents are voluminous, but are available upon request.

6. Open Account. The claims were not founded on an open account.

7. Judgments. No judgment has been rendered on the claims.
8. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.
9. Security Interests and Priority Status. Empire's claims are general unsecured claims.
10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which

may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

From: (212) 735-8744
Robert K. Dakis, Esq.
MorrisonCohen LLP
909 Third Avenue

New York, NY 10022

Origin ID: JRBA

FedEx
Express



J13201306280326

Ship Date: 13SEP13
ActWgt: 1.0 LB
CAD: 1971514/INET3430

Delivery Address Bar Code



SHIP TO: (000) 000-0000

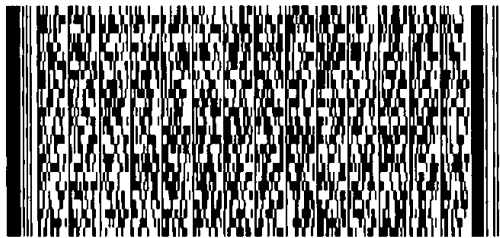
BILL SENDER

**Sound Shore Medical Center
of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
DUBLIN, OH 43017**

Ref # 015243-0096
Invoice #
PO #
Dept #

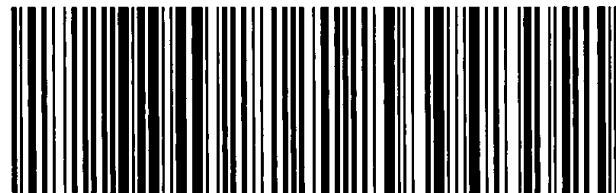
**MON - 16 SEP 10:30A
PRIORITY OVERNIGHT**

TRK# 7966 8683 6158
0201



SB OSUA

**43017
OH-US
LCK**



51AG16256/1A9E

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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

09-16-13 A11:12 IN

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRRHMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 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): Empire HealthChoice Assurance, Inc.		☐ Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Empire Blue Cross Blue Shield One Liberty Plaza, 14th Floor New York, NY 10006 Attn: Louis L. Benza Telephone number: (212) 476-1228 Email Address: Louis.benza@empireblue.com		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.
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 an 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): \$ <u>SEE ATTACHED RIDER</u> 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: <u>SEE ATTACHED RIDER</u> (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		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
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). ☐ 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)		Amount entitled to priority: \$ _____
☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).		
*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 case, 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)		

Modified B10 (GCG) (04/13)

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 ☐ 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)
(Attach copy of power of attorney, if any)

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 L. Benza
Title: Senior Associate General Counsel (Signature) Louis L. Benza (Date) 9/13/13
Company: Empire HealthChoice Assurance, Inc.
Address and telephone number (if different from notice address above): _____

Telephone number: (212) 476-1238 email: Louis.Benza@Empireblue.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 Claims 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. ADSEPARATE 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 Claims 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.

Modified B10 (GCG) (04/13)

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

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	
	:	
SOUND SHORE MEDICAL CENTER OF,	:	Chapter 11
WESTCHESTER, et al.,	:	
	:	
Debtor.	:	Case No. 13-22840(RDD)
	:	
-----X		

RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S PROOF OF CLAIM

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield ("Empire"), submits this rider in further support of its proof of claim against Sound Shore Medical Center of Westchester and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession ("Debtor").

1. Claimant. The undersigned, Louis Benza, whose business and mailing address is Empire Blue Cross Blue Shield, One Liberty Plaza, 14th Fl., New York, NY 10006, is an authorized signatory of Empire. Empire files this claim under the administrative services agreements between Empire and one or more of the Debtors, whereby Empire provides certain administrative services in regard to the Debtors' health plans which cover some or all of the Debtors' Employees, and one or more Participating Provider Agreements (the "Par Contract") between Empire and one or more of the Debtors. This proof of claim is being filed in accordance with the Order Granting Motion to Set Last Day to File Proofs of Claim, entered on July 25, 2013 (ECF No. 194) (the "Bar Date Order").

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together

with any additional administrative services agreements between Empire and any other Debtor, (the "ASO Agreements"), Empire administered performed certain administrative services in regard to aspects of the Debtors' self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing and the Debtor has continued to remit payment for these services as invoiced. Given that the Debtor has remained current on amounts owing under the ASO Agreements, Empire is unaware of any post-petition amounts owing to Empire, either under the ASO Agreements. However, under the ASO Agreements, Empire reserves certain audit rights and as such, Empire may, in the future, determine that amounts are owing under the ASO Agreements for the period prior to the Debtors' filing of this case.

3. Pursuant to the Par Contract, one or more Debtor serves as a participating provider in Empire's network. Pursuant to the Par Contract, such Debtor may, at times, owe Empire money for, among other things, overpayments. Empire is unaware of any claim that it may have against any Debtor at this time under the Par Contract. By filing this Claim, Empire is merely preserving its rights to further investigate this matter and determine what, if any, claims Empire has against any Debtor. If, in fact, Empire has any additional claim or claims against a Debtor, Empire will amend this Claim to include, among other things, the amount of such claim.

4. Collateral. The indebtedness of the Debtor to Empire is not secured.

5. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contract

The Supporting Documents are voluminous, but are available upon request.

6. Open Account. The claims were not founded on an open account.

7. Judgments. No judgment has been rendered on the claims.
8. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.
9. Security Interests and Priority Status. Empire's claims are general unsecured claims.
10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which

may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

From: (212) 735-8744
Robert K. Dakis, Esq.
MorrisonCohen LLP
909 Third Avenue

New York, NY 10022

Origin ID: JRBA

FedEx
Express



J13201306280326

Ship Date: 13SEP13
ActWgt: 1.0 LB
CAD: 1971514/INET3430

Delivery Address Bar Code



SHIP TO: (000) 000-0000

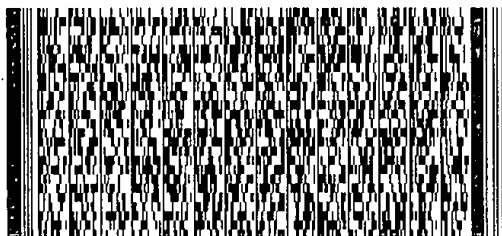
BILL SENDER

**Sound Shore Medical Center
of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
DUBLIN, OH 43017**

Ref # 015243-0096
Invoice #
PO #
Dept #

**MON - 16 SEP 10:30A
PRIORITY OVERNIGHT**

TRK# 7966 8683 6158
0201



SB OSUA

**43017
OH-US
LCK**



51AG1/9256/1AGE

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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

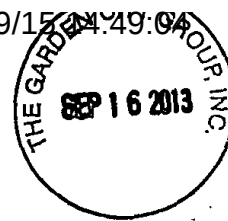
FILED - 80799

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

09-16-13 A11:12 IN



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor (Check Only One): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☒ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 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): Empire HealthChoice Assurance, Inc.		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 and address where notices should be sent: Empire Blue Cross Blue Shield One Liberty Plaza, 14th Floor New York, NY 10006 Attn: Louis L. Benza Telephone number: (212) 476-1228 Email Address: Louis.benza@empireblue.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): 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): \$ SEE ATTACHED RIDER 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 ATTACHED RIDER (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 arrears 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)			

Modified B10 (GCG) (04/13)

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. ☐ 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)
(Attach copy of power of attorney, if any)

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 L. Benza
Title: Senior Associate General Counsel (Signature) Louis L. Benza 9/13/13 (Date)
Company: Empire HealthChoice Assurance, Inc.
Address and telephone number (if different from notice address above): _____

Telephone number: (212) 476-1258 email: Louis.Benza@empireblue.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.

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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.

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.

Modified B10 (GCG) (04/13)

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(c), 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.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	
	:	
SOUND SHORE MEDICAL CENTER OF,	:	Chapter 11
WESTCHESTER, et al.,	:	
	:	
Debtor.	:	Case No. 13-22840(RDD)
	:	
-----X		

RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S PROOF OF CLAIM

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield ("Empire"), submits this rider in further support of its proof of claim against Sound Shore Medical Center of Westchester and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession ("Debtor").

1. Claimant. The undersigned, Louis Benza, whose business and mailing address is Empire Blue Cross Blue Shield, One Liberty Plaza, 14th Fl., New York, NY 10006, is an authorized signatory of Empire. Empire files this claim under the administrative services agreements between Empire and one or more of the Debtors, whereby Empire provides certain administrative services in regard to the Debtors' health plans which cover some or all of the Debtors' Employees, and one or more Participating Provider Agreements (the "Par Contract") between Empire and one or more of the Debtors. This proof of claim is being filed in accordance with the Order Granting Motion to Set Last Day to File Proofs of Claim, entered on July 25, 2013 (ECF No. 194) (the "Bar Date Order").

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together

with any additional administrative services agreements between Empire and any other Debtor, (the "ASO Agreements"), Empire administered performed certain administrative services in regard to aspects of the Debtors' self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing and the Debtor has continued to remit payment for these services as invoiced. Given that the Debtor has remained current on amounts owing under the ASO Agreements, Empire is unaware of any post-petition amounts owing to Empire, either under the ASO Agreements. However, under the ASO Agreements, Empire reserves certain audit rights and as such, Empire may, in the future, determine that amounts are owing under the ASO Agreements for the period prior to the Debtors' filing of this case.

3. Pursuant to the Par Contract, one or more Debtor serves as a participating provider in Empire's network. Pursuant to the Par Contract, such Debtor may, at times, owe Empire money for, among other things, overpayments. Empire is unaware of any claim that it may have against any Debtor at this time under the Par Contract. By filing this Claim, Empire is merely preserving its rights to further investigate this matter and determine what, if any, claims Empire has against any Debtor. If, in fact, Empire has any additional claim or claims against a Debtor, Empire will amend this Claim to include, among other things, the amount of such claim.

4. Collateral. The indebtedness of the Debtor to Empire is not secured.

5. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contract

The Supporting Documents are voluminous, but are available upon request.

6. Open Account. The claims were not founded on an open account.

7. Judgments. No judgment has been rendered on the claims.

8. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.

9. Security Interests and Priority Status. Empire's claims are general unsecured claims.

10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which

may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

From: (212) 735-8744
Robert K. Dakis, Esq.
MorrisonCohen LLP
909 Third Avenue

New York, NY 10022

Origin ID: JRBA



J13201306280326

SHIP TO: (000) 000-0000

BILL SENDER

**Sound Shore Medical Center
of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
DUBLIN, OH 43017**

Ship Date: 13SEP13
ActWgt: 1.0 LB
CAD: 1971514/INET3430

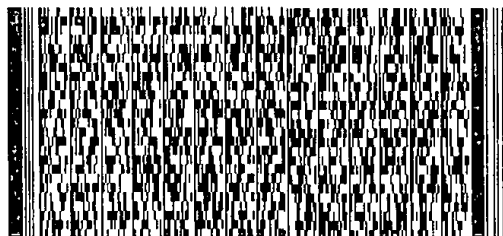
Delivery Address Bar Code



Ref # 015243-0096
Invoice #
PO #
Dept #

**MON - 16 SEP 10:30A
PRIORITY OVERNIGHT**

TRK# 7966 8683 6158
0201



SB OSUA

**43017
OH-US
LCK**



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.

FILED - 00000
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

09-16-13 A11:12 IN



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☒ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRRMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 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): Empire HealthChoice Assurance, Inc.		☐ Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Empire Blue Cross Blue Shield One Liberty Plaza, 14th Floor New York, NY 10006 Attn: Louis L. Benza Telephone number: (212) 476-1228 Email Address: Louis.benza@empireblue.com		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.
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): \$ <u>SEE ATTACHED RIDER</u> 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: <u>SEE ATTACHED RIDER</u> (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 Claims 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 scioff, attach required redacted documents, and provide the requested information. Nature of property or right of scioff: ☐ 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). ☐ 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)		

Modified B10 (GCG) (04/13)

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: Louis L. Benza
Title: Senior Associate General Counsel (Signature) Louis L. Benza (Date) 9/13/13
Company: Empire HealthChoice Assurance, Inc.
Address and telephone number (if different from notice address above): _____

Telephone number: (212) 476-1228 email: Louis.Benza@Empireblue.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, 3131 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 Claims 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. ADSEPARATE 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.

Modified B10 (GCG) (04/13)

DEFINITIONS	INFORMATION
Debtor A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.	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.
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).	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.
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.	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(o), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.
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.	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.
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.	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. 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.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	
	:	
SOUND SHORE MEDICAL CENTER OF,	:	Chapter 11
WESTCHESTER, et al.,	:	
	:	
Debtor.	:	Case No. 13-22840(RDD)
	:	
-----X		

RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S PROOF OF CLAIM

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield ("Empire"), submits this rider in further support of its proof of claim against Sound Shore Medical Center of Westchester and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession ("Debtor").

1. Claimant. The undersigned, Louis Benza, whose business and mailing address is Empire Blue Cross Blue Shield, One Liberty Plaza, 14th Fl., New York, NY 10006, is an authorized signatory of Empire. Empire files this claim under the administrative services agreements between Empire and one or more of the Debtors, whereby Empire provides certain administrative services in regard to the Debtors' health plans which cover some or all of the Debtors' Employees, and one or more Participating Provider Agreements (the "Par Contract") between Empire and one or more of the Debtors. This proof of claim is being filed in accordance with the Order Granting Motion to Set Last Day to File Proofs of Claim, entered on July 25, 2013 (ECF No. 194) (the "Bar Date Order").

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together

with any additional administrative services agreements between Empire and any other Debtor, (the "ASO Agreements"), Empire administered performed certain administrative services in regard to aspects of the Debtors' self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing and the Debtor has continued to remit payment for these services as invoiced. Given that the Debtor has remained current on amounts owing under the ASO Agreements, Empire is unaware of any post-petition amounts owing to Empire, either under the ASO Agreements. However, under the ASO Agreements, Empire reserves certain audit rights and as such, Empire may, in the future, determine that amounts are owing under the ASO Agreements for the period prior to the Debtors' filing of this case.

3. Pursuant to the Par Contract, one or more Debtor serves as a participating provider in Empire's network. Pursuant to the Par Contract, such Debtor may, at times, owe Empire money for, among other things, overpayments. Empire is unaware of any claim that it may have against any Debtor at this time under the Par Contract. By filing this Claim, Empire is merely preserving its rights to further investigate this matter and determine what, if any, claims Empire has against any Debtor. If, in fact, Empire has any additional claim or claims against a Debtor, Empire will amend this Claim to include, among other things, the amount of such claim.

4. Collateral. The indebtedness of the Debtor to Empire is not secured.

5. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contract

The Supporting Documents are voluminous, but are available upon request.

6. Open Account. The claims were not founded on an open account.

7. Judgments. No judgment has been rendered on the claims.
8. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.
9. Security Interests and Priority Status. Empire's claims are general unsecured claims.
10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which

may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

From: (212) 735-8744
Robert K. Dakis, Esq.
MorrisonCohen LLP
909 Third Avenue

New York, NY 10022

Origin ID: JRBA



J13201306280326

Ship Date: 13SEP13
ActWgt: 1.0 LB
CAD: 1971514/NET3430

Delivery Address Bar Code



SHIP TO: (000) 000-0000

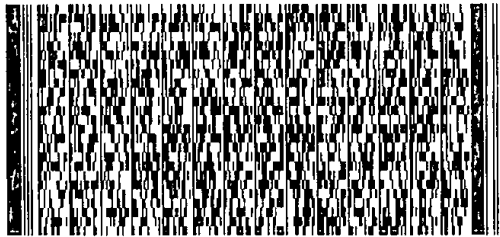
BILL SENDER

**Sound Shore Medical Center
of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
DUBLIN, OH 43017**

Ref # 015243-0096
Invoice #
PO #
Dept #

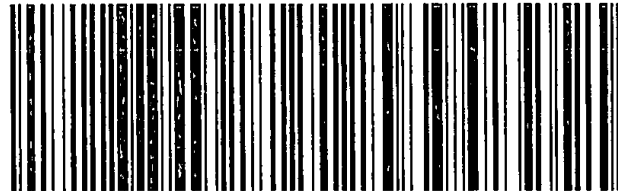
**MON - 16 SEP 10:30A
PRIORITY OVERNIGHT**

TRK# 7966 8683 6158
0201



SB OSUA

**43017
OH-US
LCK**



51AG18256/1ASE

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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

FILED - 00001

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



09-16-13 A11:12 IN



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffter Extended Care Center ☐ The M.V.H. Corporation ☒ Sound Shore Health System, Inc. ☐ NRRMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC	Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 13-22846	<u>Your Claim Is Scheduled As Follows:</u>
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): Empire HealthChoice Assurance, Inc.	☐ Check this box to indicate that this claim amends a previously filed claim.	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 and address where notices should be sent: Empire Blue Cross Blue Shield One Liberty Plaza, 14th Floor New York, NY 10006 Attn: Louis L. Benza Telephone number: (212) 476-1228 Email Address: Louis.benza@empireblue.com	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): \$ <u>SEE ATTACHED RIDER</u> 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: <u>SEE ATTACHED RIDER</u> (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. \$ _____		
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)		

Modified B10 (GCG) (04/13)

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 10, 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: Louis L. Benza
Title: Senior Associate General Counsel (Signature) Louis L. Benza (Date) 6/13/13
Company: Empire HealthChoice Assurance, Inc.
Address and telephone number (if different from notice address above):

Telephone number: (212) 476-1228 email: Louis.Benza@empireblue.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. ACSEPARATE 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 Filing Date: 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 service, identify the corporate service as the company. Criminal penalties apply for making a false statement on a proof of claim.

Modified B10 (GCG) (04/13)

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

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

SOUND SHORE MEDICAL CENTER OF,
WESTCHESTER, et al.,

Debtor.

Chapter 11

Case No. 13-22840(RDD)

RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S PROOF OF CLAIM

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield (“Empire”), submits this rider in further support of its proof of claim against Sound Shore Medical Center of Westchester and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession (“Debtor”).

1. Claimant. The undersigned, Louis Benza, whose business and mailing address is Empire Blue Cross Blue Shield, One Liberty Plaza, 14th Fl., New York, NY 10006, is an authorized signatory of Empire. Empire files this claim under the administrative services agreements between Empire and one or more of the Debtors, whereby Empire provides certain administrative services in regard to the Debtors' health plans which cover some or all of the Debtors' Employees, and one or more Participating Provider Agreements (the "Par Contract") between Empire and one or more of the Debtors. This proof of claim is being filed in accordance with the Order Granting Motion to Set Last Day to File Proofs of Claim, entered on July 25, 2013 (ECF No. 194) (the "Bar Date Order").

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together

with any additional administrative services agreements between Empire and any other Debtor, (the "ASO Agreements"), Empire administered performed certain administrative services in regard to aspects of the Debtors' self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing and the Debtor has continued to remit payment for these services as invoiced. Given that the Debtor has remained current on amounts owing under the ASO Agreements, Empire is unaware of any post-petition amounts owing to Empire, either under the ASO Agreements. However, under the ASO Agreements, Empire reserves certain audit rights and as such, Empire may, in the future, determine that amounts are owing under the ASO Agreements for the period prior to the Debtors' filing of this case.

3. Pursuant to the Par Contract, one or more Debtor serves as a participating provider in Empire's network. Pursuant to the Par Contract, such Debtor may, at times, owe Empire money for, among other things, overpayments. Empire is unaware of any claim that it may have against any Debtor at this time under the Par Contract. By filing this Claim, Empire is merely preserving its rights to further investigate this matter and determine what, if any, claims Empire has against any Debtor. If, in fact, Empire has any additional claim or claims against a Debtor, Empire will amend this Claim to include, among other things, the amount of such claim.

4. Collateral. The indebtedness of the Debtor to Empire is not secured.

5. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contract

The Supporting Documents are voluminous, but are available upon request.

6. Open Account. The claims were not founded on an open account.

7. Judgments. No judgment has been rendered on the claims.

8. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.

9. Security Interests and Priority Status. Empire's claims are general unsecured claims.

10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which

may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

From: (212) 735-8744
Robert K. Dakis, Esq.
MorrisonCohen LLP
909 Third Avenue

New York, NY 10022

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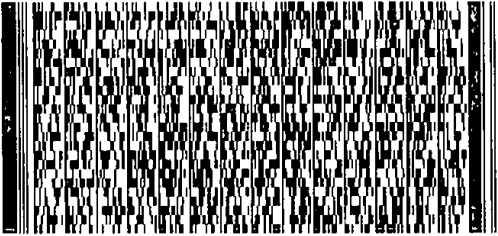
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**Sound Shore Medical Center
of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
DUBLIN, OH 43017**

Ref # 015243-0096
Invoice #
PO #
Dept #

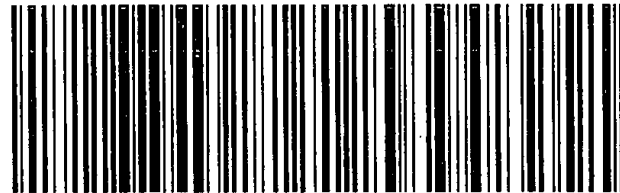
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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, 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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



FD-001 - 00002
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
ROBERT D. DRAIN

09-16-13 A11:13 IN



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffter Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☒ NRI/MC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC	Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 13-22846	Your Claim is Scheduled As Follows:
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): <u>Empire HealthChoice Assurance, Inc.</u>	☐ Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____	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 and address where notices should be sent: Empire Blue Cross Blue Shield One Liberty Plaza, 14th Floor New York, NY 10006 Attn: Louis L. Benza Telephone number: (212) 476-1228 Email Address: <u>Louis.benza@empireblue.com</u>	☐ 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): _____ Telephone number: _____ Email Address: _____		
1. Amount of Claim as of Date Case Filed (May 29, 2013): \$ <u>SEE ATTACHED RIDER</u> 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: <u>SEE ATTACHED RIDER</u> (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 case, 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)		

Modified B10 (GCG) (04/13)

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. ☐ 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)
(Attach copy of power of attorney, if any)

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 L. Benza
Title: Senior Associate General Counsel (Signature) Louis L. Benza (Date) 9/13/13
Company: Empire HealthChoice Assurance, Inc.
Address and telephone number (if different from notice address above):

Telephone number: (212) 476-1228 email: Louis.Benza@empireblue.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. ADSEPARATE 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(e): 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.

Modified B10 (GCG) (04/13)

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

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	
	:	
SOUND SHORE MEDICAL CENTER OF,	:	Chapter 11
WESTCHESTER, et al.,	:	
	:	
Debtor.	:	Case No. 13-22840(RDD)
	:	
-----X		

RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S PROOF OF CLAIM

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield ("Empire"), submits this rider in further support of its proof of claim against Sound Shore Medical Center of Westchester and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession ("Debtor").

1. Claimant. The undersigned, Louis Benza, whose business and mailing address is Empire Blue Cross Blue Shield, One Liberty Plaza, 14th Fl., New York, NY 10006, is an authorized signatory of Empire. Empire files this claim under the administrative services agreements between Empire and one or more of the Debtors, whereby Empire provides certain administrative services in regard to the Debtors' health plans which cover some or all of the Debtors' Employees, and one or more Participating Provider Agreements (the "Par Contract") between Empire and one or more of the Debtors. This proof of claim is being filed in accordance with the Order Granting Motion to Set Last Day to File Proofs of Claim, entered on July 25, 2013 (ECF No. 194) (the "Bar Date Order").

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together

with any additional administrative services agreements between Empire and any other Debtor, (the "ASO Agreements"), Empire administered performed certain administrative services in regard to aspects of the Debtors' self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing and the Debtor has continued to remit payment for these services as invoiced. Given that the Debtor has remained current on amounts owing under the ASO Agreements, Empire is unaware of any post-petition amounts owing to Empire, either under the ASO Agreements. However, under the ASO Agreements, Empire reserves certain audit rights and as such, Empire may, in the future, determine that amounts are owing under the ASO Agreements for the period prior to the Debtors' filing of this case.

3. Pursuant to the Par Contract, one or more Debtor serves as a participating provider in Empire's network. Pursuant to the Par Contract, such Debtor may, at times, owe Empire money for, among other things, overpayments. Empire is unaware of any claim that it may have against any Debtor at this time under the Par Contract. By filing this Claim, Empire is merely preserving its rights to further investigate this matter and determine what, if any, claims Empire has against any Debtor. If, in fact, Empire has any additional claim or claims against a Debtor, Empire will amend this Claim to include, among other things, the amount of such claim.

4. Collateral. The indebtedness of the Debtor to Empire is not secured.

5. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contract

The Supporting Documents are voluminous, but are available upon request.

6. Open Account. The claims were not founded on an open account.

7. Judgments. No judgment has been rendered on the claims.

8. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.

9. Security Interests and Priority Status. Empire's claims are general unsecured claims.

10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which

may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

From: (212) 735-8744
Robert K. Dakis, Esq.
MorrisonCohen LLP
909 Third Avenue

Origin ID: JRBA



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New York, NY 10022

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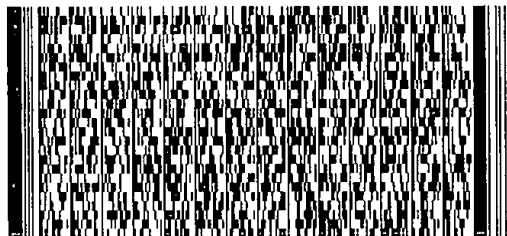
Sound Shore Medical Center
of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
DUBLIN, OH 43017

Ref # 015243-0096
Invoice #
PO #
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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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Modified B10 (GCG) (04/13)

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 ☐ 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)
(Attach copy of power of attorney, if any)

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 L. Benza
Title: Senior Associate General Counsel (Signature) Louis L. Benza (Date) 9/13/13
Company: Empire HealthChoice Assurance, Inc.
Address and telephone number (if different from notice address above): _____

Telephone number: (212) 476-1228 email: Louis.Benza@empireblue.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

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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. ADSEPARATE 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. Claims 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.

Modified B10 (GCG) (04/13)

DEFINITIONS	INFORMATION
Debtor A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.	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.
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).	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.
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.	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(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.
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.	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.
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.	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.
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.
Claims 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.	

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	
	:	
SOUND SHORE MEDICAL CENTER OF,	:	Chapter 11
WESTCHESTER, et al.,	:	
	:	
Debtor.	:	Case No. 13-22840(RDD)
	:	
-----X		

RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S PROOF OF CLAIM

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield ("Empire"), submits this rider in further support of its proof of claim against Sound Shore Medical Center of Westchester and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession ("Debtor").

1. Claimant. The undersigned, Louis Benza, whose business and mailing address is Empire Blue Cross Blue Shield, One Liberty Plaza, 14th Fl., New York, NY 10006, is an authorized signatory of Empire. Empire files this claim under the administrative services agreements between Empire and one or more of the Debtors, whereby Empire provides certain administrative services in regard to the Debtors' health plans which cover some or all of the Debtors' Employees, and one or more Participating Provider Agreements (the "Par Contract") between Empire and one or more of the Debtors. This proof of claim is being filed in accordance with the Order Granting Motion to Set Last Day to File Proofs of Claim, entered on July 25, 2013 (ECF No. 194) (the "Bar Date Order").

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together

with any additional administrative services agreements between Empire and any other Debtor, (the "ASO Agreements"), Empire administered performed certain administrative services in regard to aspects of the Debtors' self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing and the Debtor has continued to remit payment for these services as invoiced. Given that the Debtor has remained current on amounts owing under the ASO Agreements, Empire is unaware of any post-petition amounts owing to Empire, either under the ASO Agreements. However, under the ASO Agreements, Empire reserves certain audit rights and as such, Empire may, in the future, determine that amounts are owing under the ASO Agreements for the period prior to the Debtors' filing of this case.

3. Pursuant to the Par Contract, one or more Debtor serves as a participating provider in Empire's network. Pursuant to the Par Contract, such Debtor may, at times, owe Empire money for, among other things, overpayments. Empire is unaware of any claim that it may have against any Debtor at this time under the Par Contract. By filing this Claim, Empire is merely preserving its rights to further investigate this matter and determine what, if any, claims Empire has against any Debtor. If, in fact, Empire has any additional claim or claims against a Debtor, Empire will amend this Claim to include, among other things, the amount of such claim.

4. Collateral. The indebtedness of the Debtor to Empire is not secured.

5. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contract

The Supporting Documents are voluminous, but are available upon request.

6. Open Account. The claims were not founded on an open account.

7. Judgments. No judgment has been rendered on the claims.

8. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.

9. Security Interests and Priority Status. Empire's claims are general unsecured claims.

10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which

P.
may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

From: (212) 735-8744
Robert K. Dakis, Esq.
MorrisonCohen LLP
909 Third Avenue

New York, NY 10022

Origin ID: JRBA

FedEx
Express



J13201306280326

Ship Date: 13SEP13
ActWgt: 1.0 LB
CAD: 1971514/INET3430

Delivery Address Bar Code



SHIP TO: (000) 000-0000

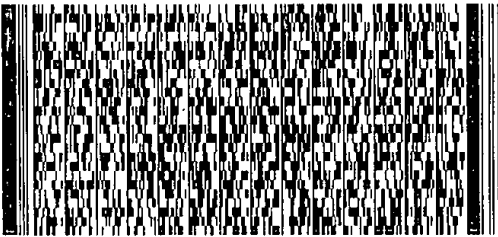
BILL SENDER

Sound Shore Medical Center
of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
DUBLIN, OH 43017

Ref # 015243-0096
Invoice #
PO #
Dept #

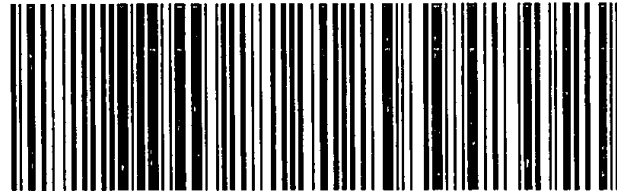
MON - 16 SEP 10:30A
PRIORITY OVERNIGHT

TRK# 7966 8683 6158
0201



SB OSUA

43017
OH-US
LCK



51AG1/9256/1AGE

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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

FILED - 01502

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): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) Empire HealthChoice Assurance, Inc. d/b/a Empire Blue Cross Blue Shield		☐ 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: EMPIRE BLUE CROSS BLUE SHIELD One Liberty Plaza, 14th Fl. New York, NY 10006 Attn: Louis L. Benza, Esq.		Check here if this claim: ☐ replaces or ☒ amends a previously filed administrative expense claim Claim Number (if known): 1394 Dated: January 31, 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):				
3. DESCRIPTION OF CLAIM (IF KNOWN): See Attached				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 150,753.17 (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 acknowledgment 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 FILED APR 1 8 2014 A 8:21 H.Y.
8. Signature: 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.) (Attach copy of power of attorney, if any) 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: Chrystal Veazey-Watson Title: Assistant Secretary Company: Empire Blue Cross Blue Shield Address and telephone number (if different from notice address above) _____ _____ _____ Telephone number: 212-476-3253 email: chrystal.veazey-watson@empireblue.com (Signature) <i>Chrystal Veazey-Watson</i> (Date) 4/9/2014				

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

CRT

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	
	:	
SOUND SHORE MEDICAL CENTER OF,	:	Chapter 11
WESTCHESTER, et al.,	:	
	:	
Debtor.	:	Case No. 13-22840(RDD)
	:	
-----X		

**RIDER TO EMPIRE BLUE CROSS BLUE SHIELD'S
AMEDNED ADMINISTRATIVE EXPENSE CLAIM**

Empire HealthChoice Assurance, Inc., d/b/a Empire Blue Cross Blue Shield (“Empire”), submits this rider in further support of its amended proof of administrative expense against The Mt. Vernon Hospital Inc. and together with its affiliated debtors in possession, as Debtors and Debtors-in-Possession (“Debtor”).

1. Claimant. Empire is the largest health insurer in New York supporting nearly six million members and more than 38,000 business, union and small employers in New York.

2. Indebtedness. Pursuant to an administrative services agreement in effect on May 28, 2013 between The Mount Vernon Hospital and Empire, and the administrative services agreement between Empire and Sound Shore Medical Center of Westchester (together with any additional administrative services agreements between Empire and any other Debtor, (the “ASO Agreements”), Empire administered performed certain administrative services in regard to aspects of the Debtors’ self-funded group health plan. Empire continued to provide services under the ASO Agreements after the filing. On January 31, 2014, Empire filed a timely proof of administrative expense asserting a \$0.00 claim (the “Protective Claim”).

3. As explained in the Protective Claim, Empire understood that the Debtor was current on its obligations under the ASO Agreements. However, following a review of its books and records, Empire has determined that Sound Shore has failed to remit payment for approximately 19 invoices. Those invoices include a total of \$150,753.17 for services provided in the post-petition period. Empire hereby amends the Protective Claim to seek repayment of \$150,753.17 in post-petition services.

4. Additionally, one or more Debtor serves as a participating provider in Empire's network pursuant to one or more participating provider agreements (the "Par Contracts"). Pursuant to the Par Contracts, such Debtor may, at times, owe Empire money for, among other things, overpayments. At the time of the filing of the Protective Claim, Empire was unaware of any amounts owing under the Par Contracts. However, as a result of a review of the amounts paid under the Par Contracts, Empire has discovered approximately \$101,901.43 due and owing to Empire arising from eight overpayments made in the post-petition period. Empire hereby amends the Protective Claim to seek repayment of the \$101,901.43 in respect of post-petition amounts owing under the Par Contracts.

5. Collateral. The indebtedness of the Debtor to Empire is not secured.

6. Supporting Documents. The writings on which these claims are founded include, among other things, the following documents:

- The ASO Agreements
- The Par Contracts

The Supporting Documents are voluminous, but are available upon request.

7. Open Account. The claims were not founded on an open account.

8. Judgments. No judgment has been rendered on the claims.

9. Credits and Set-Offs. Debtor has not made any payments on the claims, and none have been credited. The claims are not subject to any setoffs, defenses or counterclaims by the Debtor.

10. Execution and Waiver. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of Empire's rights against any other entity or person liable for all or any part of the claims asserted herein; (b) consent by Empire to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Empire; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the claims, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving Empire; (d) a waiver of any right to the subordination, in favor of Empire, of indebtedness or liens held by any other creditors of the Debtor; or (e) an election of remedies which waives or otherwise affects any other remedy. Empire, respectfully, expressly reserves its right to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim, unless otherwise expressly stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of additional or amended claims for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason. Empire also asserts the following additional claims, to the extent that such claims exist: (a) contingent claims, (b) claims which may be presently in amounts not fully ascertainable, but to be later provided if such claims are estimated and/or liquidated, and (c) claims for all costs and expenses (including attorneys' fees) as allowed under the terms of the Prepetition Group Contract.

11. Notices. All notices with respect to this proof of claim should be sent to:

EMPIRE BLUE CROSS BLUE SHIELD

One Liberty Plaza, 14th Fl.

New York, NY 10006

Attn: Louis L. Benza, Esq.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ROUTING SHEET FOR CASES WITH CLAIMS AGENTS

Date: June 17, 2014

To: GCG, Inc.
1985 Marcus Avenue, Suite 200
Lake Success, NY 11042

From: Mimi Correa
Deputy Clerk

1. a. Number of claims in this transmittal: 6

b. Case name (if applicable): Sound Shore Medical Center, et al.

c. Description of claim: (Creditor name and amount of claim.)

Herbert Cornell	\$4,000.00
Lexis Nexis	\$3,873.62
Empire Healthchoice Assurance (See Attachment)	
Empire Healthchoice Assurance (See Attachment)	
State of NY Dept of Labor	\$129,008.79
State of NY Dept of Labor	\$310,798.20

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: _____

If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which



BP
EP

From: (631) 470-5000
Attn: Arturo D. Tavaréz
Case Adm./ECF Trainer
US Bankruptcy Court, SDNY
300 Quarropas Street
WHITE PLAINS, NY 10601

Origin ID: NESA



Ship Date: 10JUL13
ActWgt: 1.0 LB
CAD: 100098143/INET3370

Delivery Address Bar Code



Ref # :SSM-

RMA #:
Return Reason:

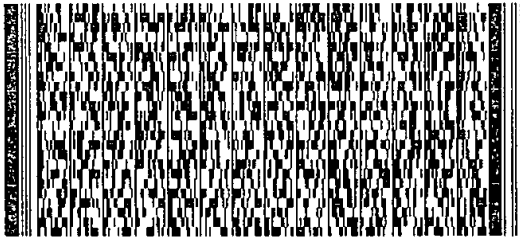
SHIP TO: (631) 470-5000
Attn: Bankruptcy Dept.
c/o GCG, Inc.
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

BILL THIRD PARTY

RETURNS MON-FRI
STANDARD OVERNIGHT

TRK# 7961 9382 6578
0221

43017
OH-US



518G1/AA0493AB

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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☐ The M.V.H. Corporation ☒ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC	Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 13-22846	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.
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): ENVIRONMENTAL SERVICES PROF	☐ Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <i>(If known)</i> Filed on:	
Name and address where notices should be sent: ENVIRONMENTAL SERVICES PROF PO BOX 205 HAWTHORNE, NY 10532-0205 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.	
Name and address where payment should be sent (if different from above): Telephone number: Email Address:		1. Amount of Claim as of Date Case Filed (May 29, 2013): \$ <u>11,893.88</u> FILED - 00350 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: <u>SERVICES PERFORMED AT WIC LOCATIONS IN THE BRONX</u> (See instruction #2) <u>PERFORMED</u>		
3. Last four digits of any number by which creditor identifies Debtor: <u>3 1 0 3 ?</u>	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)().		
*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.		Amount entitled to priority: \$ <u>11,893.88</u>
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. \$ <u>5,198.88</u>		
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. ☐ 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)
(Attach copy of power of attorney, if any)
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: RANDOLPH J. BROWN
Title: PRESIDENT/CEO (Signature) R. Randolph Brown
Company: ENVIRONMENTAL SERVICES PROFESSIONALS, INC (Date) 8/28/13
Address and telephone number (if different from notice address above):
361 LAKE SHORE DRIVE
PLEASANTVILLE, N.Y. 10570
Telephone number: 914-774-8921 email: RBROWN@ENVSPRO.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(c), 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.

01008605

SSM0203406285



ENVIRONMENTAL SERVICES PROF
PO BOX 205
HAWTHORNE, NY 10532-0205



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #120112A
Date: December 1, 2012

To:
Iris Rosario, Coordinator WIC Services
Sound Shore Health System
16 Guion Place
New Rochelle, NY 10801
914-632-5000

For:
Janitorial Services
DECEMBER

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. center on 3401 White Plains Rd, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 412.00
Monthly Janitorial Services for W.I.C. center on 1600 East 233 rd Street, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 1 OF 2	
TOTAL	\$ 1,133.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before December 30, 2012	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #20113A
Date: February 1, 2013

To:
Iris Rosario, Coordinator WIC Services
Sound Shore Health System
16 Guion Place
New Rochelle, NY 10801
914-632-5000

For:
Janitorial Services
FEBRUARY

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. center on 3401 White Plains Rd, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 412.00
Monthly Janitorial Services for W.I.C. center on 1600 East 233 rd Street, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 1 OF 2	
TOTAL	\$ 1,133.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before February 28, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #20113B
Date: February 1, 2013

To:
Indira Parker, Vendor Management Program
1600 E. 233rd Street/ Sound Shore Health System
Bronx, NY

For:
Janitorial Services
FEBRUARY

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. Vendor Management Program, 1600 E. 233rd Street *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 2 OF 2	
TOTAL	\$ 721.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before February 28, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #30113A
Date: March 1, 2013

To:
Iris Rosario, Coordinator WIC Services
Sound Shore Health System
16 Guion Place
New Rochelle, NY 10801
914-632-5000

For:
Janitorial Services
MARCH

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. center on 3401 White Plains Rd, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 412.00
Monthly Janitorial Services for W.I.C. center on 1600 East 233 rd Street, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 1 OF 2	
TOTAL	\$ 1,133.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before March 31, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #30113B
Date: March 1, 2013

To:
Indira Parker, Vendor Management Program
1600 E. 233rd Street/ Sound Shore Health System
Bronx, NY

For:
Janitorial Services
MARCH

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. Vendor Management Program, 1600 E. 233rd Street *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 2 OF 2	
TOTAL	\$ 721.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before March 31, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #40113A
Date: April 1, 2013

To:
Iris Rosario, Coordinator WIC Services
Sound Shore Health System
16 Guion Place
New Rochelle, NY 10801
914-632-5000

For:
Janitorial Services
APRIL

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. center on 3401 White Plains Rd, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 412.00
Monthly Janitorial Services for W.I.C. center on 1600 East 233 rd Street, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 1 OF 2	
TOTAL	\$ 1,133.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before April 30, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #40113B
Date: April 1, 2013

To:
Indira Parker, Vendor Management Program
1600 E. 233rd Street/ Sound Shore Health System
Bronx, NY

For:
Janitorial Services
APRIL

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. Vendor Management Program, 1600 E. 233rd Street *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 2 OF 2	
TOTAL	\$ 721.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before April 30, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #50113A
Date: May 1, 2013

To:
Iris Rosario, Coordinator WIC Services
Sound Shore Health System
16 Guion Place
New Rochelle, NY 10801
914-632-5000

For:
Janitorial Services
MAY

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. center on 3401 White Plains Rd, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 412.00
Monthly Janitorial Services for W.I.C. center on 1600 East 233 rd Street, Bronx, NY *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 1 OF 2	
TOTAL	\$ 1,133.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before May 31, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

Invoice #50113B
Date: May 1, 2013

To:
Indira Parker, Vendor Management Program
1600 E. 233rd Street/ Sound Shore Health System
Bronx, NY

For:
Janitorial Services
MAY

DESCRIPTION	AMOUNT
Monthly Janitorial Services for W.I.C. Vendor Management Program, 1600 E. 233rd Street *service includes daily maintenance, supply replenishment on routine basis.	\$ 721.00
INVOICE 2 OF 2	
TOTAL	\$ 721.00
Make all checks payable to Environmental Services Professionals, Inc. Payment is due on or before May 31, 2013	
Thank you for your business!	



INVOICE

PO Box 205
Hawthorne, NY 10532
914-769-3034

PROJ413WPR
Date: March 1, 2013

To:
Iris Rosario, Coordinator WIC Services
Sound Shore Health System
16 Guion Place
New Rochelle, NY 10801
914-632-5000

For:
Project Invoice
March

WIC Project White Plains Road	
Labor- 3 men @ 30 hours @ \$25/ per hour	\$ 2,250.00
payroll taxes	\$ 405.00
Total labor	\$ 2,655.00
Supplies	
Floor Finish	\$ 120.85
Floor Stripper	\$ 60.49
Mops	\$ 36.00
Brushes	\$ 14.00
Stripping Pads	\$ 25.00
Scraper	\$ 7.46
Green scrubbing pads	\$ 36.00
Rags	\$ 15.00
Misc. expenses	\$ 71.00
Total Supplies	\$ 385.80
Management Fee 10%	\$ 304.08
Total Cost of Project	\$ 3,344.88
Make all checks payable to Environmental Services Professionals, Inc.	
Payment is due Upon Receipt	
Thank you for your business!	

RANDOLPH J BROWN

914-714-8921

ENVIRON. SERVICES PROF., INC

361 LAKE SHORE DRIVE

PLEASANTVILLE NY 10570

(Part 055 LBS of LTR

1 OF 1

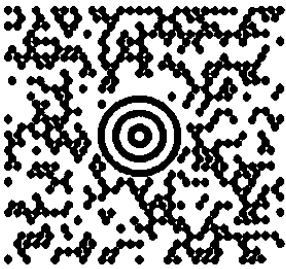
SHIP TO:

C/O GCG, INC

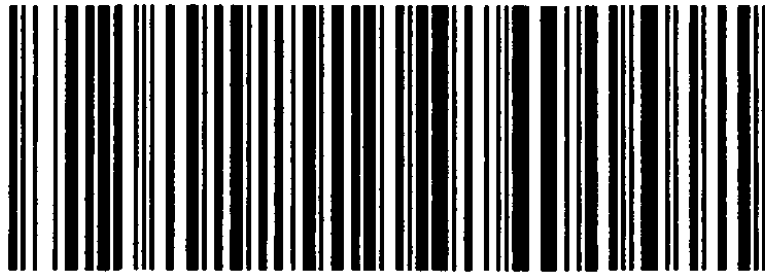
SOUND SHORE MEDICAL CENTER OF WEST

SUITE A

5151 BLAZER PARKWAY

DUBLIN OH 43017-9306**OH 432 9-30****UPS 2ND DAY AIR A.M.**

TRACKING #: 1Z A88 41W 07 9288 5985

2A

BILLING: P/P





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): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRMHC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) Healogics Wound Care & Hyperbaric Services, Inc., f/k/a National Wound Care & Hyperbaric Services, 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: Healogics Wound Care & Hyperbaric Services, Inc. c/o John B. Macdonald, Esq. Akerman LLP 50 North Laura Street, Suite 3100 Jacksonville, FL 32202		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: None				
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 5, 2013				
3. DESCRIPTION OF CLAIM (IF KNOWN): Provision of services as set forth on the attached Affidavit of Thomas M. Clayton				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ <u>123,929.94</u> (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
8. Signature: 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.) (Attach copy of power of attorney, if any.) 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: <u>Thomas M. Clayton</u> Title: <u>General Counsel</u> Company: <u>Healogics Wound Care & Hyperbaric Services, Inc.</u> Address and telephone number (if different from notice address above): <u>5220 Belfort Road</u> <u>Suite 130</u> <u>Jacksonville, FL 32256</u> Telephone number: <u>(904) 466-3408</u> (Signature) _____ (Date) <u>1/8/14</u> email: <u>Thomas.Clayton@Healogics.com</u>				

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 - 01244

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN



John B. Macdonald

Akerman LLP
50 North Laura Street
Suite 3100
Jacksonville, FL 32202-3646
Tel: 904.798.3700
Fax: 904.798.3730

Dir: 904.598.8640
john.macdonald@akerman.com

January 24, 2014

VIA FEDEX

Sound Shore Medical Center of Westchester
c/o GCG Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43107

**Re: In re: Sound Shore Medical Center of Westchester, Debtor; United States
Bankruptcy Court, Southern District of New York; Case No.: 13-22840**

**In re: The Mount Vernon Hospital, Inc., Debtor; United States Bankruptcy
Court, Southern District of New York; Case No.: 13-22841**

**In re: SoundShore Health System, Inc., Debtor; United States Bankruptcy
Court, Southern District of New York; Case No.: 13-22844**

Dear Sir/Madam:

Enclosed for filing are three (3) original Administrative Expense Proofs of Claim. Please acknowledge receipt of the enclosed claims by returning a file-stamped copy of each to me in the enclosed FedEx envelope.

If you have any questions or need further information, please contact me at (904) 598-8640.

Very truly yours,

A handwritten signature in black ink, appearing to read "J.B. Macdonald", written over a horizontal line.

John B. Macdonald

/jsm
Enclosures

akerman.com

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (White Plains)**

In re:

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

Debtors.

CASE NO.: 13-22840 (RDD)

Chapter 11

Jointly Administered

**AFFIDAVIT IN SUPPORT OF PROOF OF CLAIM OF HEALOGICS WOUND
CARE & HYPERBARIC SERVICES, INC., FOR ALLOWANCE
OF ADMINISTRATIVE EXPENSES**

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

BEFORE ME, this day personally appeared Thomas M. Clayton who upon oath deposes
on personal knowledge and says:

1. This Affidavit is submitted in support of the Administrative Expense Proof of
Claim of National Wound Care & Hyperbaric Services, Inc., n/k/a Healogics Wound Care &
Hyperbaric Services, Inc. ("Healogics"), for Allowance of Administrative Expenses (the "Proof
of Claim"). National Wound Care & Hyperbaric Services, Inc. changed its name to Healogics
Wound Care & Hyperbaric Services on August 10, 2012.

2. I am General Counsel of Healogics.

3. I have personal knowledge of the facts contained in this Affidavit.

4. On or about September 23, 2010, Sound Shore Health System, Inc. ("Sound
Shore"), doing business as Mount Vernon Hospital ("Mount Vernon Hospital"), entered into a
Strategic Alliance Agreement (the "Contract") with Healogics, by which Sound Shore agreed to

pay monthly fees in exchange for operation and management of Mount Vernon Hospital's wound care program. Contemporaneously Healogics entered into a Business Associate Agreement (the "BAA Agreement") with Sound Shore (also referred to as "Sound Shore Medical Center of Westchester") with respect to certain HIPPA obligations arising out of the Contract. Copies of the Contract and the BAA are attached hereto as **Exhibit "A"** and **Exhibit "B"**, respectively.

5. The Contract was amended by that certain First Amendment to Strategic Alliance Agreement for Integrated Disease Management/Wound Treatment Center, dated as of April 1, 2011 (the "First Amendment"), entered into between Healogics and "Mount Vernon Hospital, a New York not-for-profit corporation." A copy of the First Amendment is attached hereto as **Exhibit "C"**.

6. By reason of the Contract, the BAA, and the First Amendment, Mount Vernon Hospital has at various times represented the correct name of its legal entity to be (a) Sound Shore Health Systems, Inc., (b) Sound Shore Medical Center of Westchester, and (c) Mount Vernon Hospital, a New York not-for-profit corporation.

7. On May 29, 2013 (the "Petition Date"), the several Mount Vernon Hospital related debtors (Sound Shore Health System, Inc., Sound Shore Medical Center of Westchester, and The Mount Vernon Hospital, Inc., collectively the "Debtors") filed Petitions for Relief under Chapter 11 of the Bankruptcy Code and have continued in the management of their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. By reason of the confusion of the names of the correct legal entity which is doing business as Mount Vernon Hospital, Healogics intends to file its Proof of Claim in the estates of each of the Debtors, but seeks only one allowed administrative claim.

8. Pursuant to Schedule 4.2 of the Contract, Mount Vernon Hospital incurs a monthly Management Fee, a monthly HBO Treatment Fee, and a monthly WCV Fee (collectively, the "Management Fees"). Healogics continued to provide all services required of it under the Contract after the Petition Date and through November 5, 2013, and Mount Vernon Hospital accepted such services.

9. The Debtors, or whichever of them as of and since the Petition Date and through November 5, 2013, owned and operated Mount Vernon Hospital, continued to request, receive and accept post-petition services from Healogics of the identical nature as provided by Healogics prior to the Petition Date, and, therefore, continued to incur monthly post-petition Management Fees under the Contract.

10. As of the date of hereof, the Debtors, collectively or one of them, owe Healogics \$123,929.94 for past due Management Fees incurred under the Contract between the Petition Date and November 5, 2013, under the invoices as set forth on the attached **Composite Exhibit "1"**.

11. I have read the Proof of Claim and know from my own personal knowledge that the allegations and facts contained therein are true, accurate and correct.

FURTHER AFFIANT SAYETH NOT.



Thomas M. Clayton

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

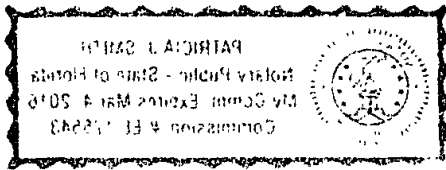
The foregoing instrument was sworn to and subscribed before me this 8th day of January, 2014, by Thomas M. Clayton, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____

Patricia J. Smith
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)





Composite Exhibit 1

Customer Number	Doc Number	Doc Type	Doc Date	Due Date	Current Trx Amount	Payment Terms ID
NY176	HWCHS-13196	Sales / Invoices	7/31/2013	8/30/2013	\$46,407.00	Net 30
NY176	HWCHS-13261	Sales / Invoices	8/30/2013	9/29/2013	\$11,066.94	Net 30
NY176	HWCHS-13332	Sales / Invoices	8/31/2013	9/30/2013	\$35,966.00	Net 30
NY176	HWCHS-13704	Sales/Invoices	10/31/2013	11/30/2013	\$30,490.00	Net 30
				TOTAL	\$123,929.94	

*** REPRINT ***

Invoice

Healogics Wound Care & Hyperbaric Services

PO Box 551187

Jacksonville FL 32255

Phone (904) 446-3400 or (800) 379-9774

Date 7/31/2013

Invoice HWCHS-13196

Bill To: NY176
Mount Vernon Hosp
12 North 7th Avenue
Mount Vernon NY 10550

Remit To: Healogics Wound Care & Hyperbaric Services
3087 Momentum Place
Chicago, IL 60689-5330

Purchase Order No.		Payment Terms	
		Net 30	8/30/2013
	Description	Unit Price	Ext. Price
1.00	Management Fee - August 2013	\$5,555.00	\$5,555.00
329.00	HBOT Treatments, 30 Minute Segments	\$53.00	\$17,437.00
0.00	HBOT Treatments, 30 Minute Segments - Charity	\$0.00	\$0.00
223.00	Wound Care Visits	\$105.00	\$23,415.00
0.00	Wound Care Visits - Charity	\$0.00	\$0.00

Subtotal \$46,407.00
Tax \$0.00
Total \$46,407.00

*** REPRINT ***

Invoice

Healogics Wound Care & Hyperbaric Services

PO Box 551187
Jacksonville FL 32255
Phone (904) 446-3400 or (800) 379-9774

Date 8/30/2013
Invoice HWCHS-13261

Bill To: NY176
Mount Vernon Hosp
12 North 7th Avenue
Mount Vernon NY 10550

Remit To: Healogics Wound Care & Hyperbaric Services
3087 Momentum Place
Chicago, IL 60689-5330

Purchase Order No.		Payment Terms	
		Net 30	9/29/2013
	Description	Unit Price	Ext. Price
1.00	Management Fee - 5/29 to 5/31	\$511.94	\$511.94
1.00	Management Fee - June 2013	\$5,555.00	\$5,555.00
24.00	HBOT Treatments, 30 Minute Segments - 5/29 to 5/31	\$50.00	\$1,200.00
0.00	HBOT Treatments, 30 Minute Segments - Charity	\$0.00	\$0.00
38.00	Wound Care Visits - 5/29 to 5/31	\$100.00	\$3,800.00
0.00	Wound Care Visits - Charity	\$0.00	\$0.00

Subtotal \$11,066.94
Tax \$0.00
Total \$11,066.94

*** REPRINT ***

Invoice

Healogics Wound Care & Hyperbaric Services

PO Box 551187

Jacksonville FL 32255

Phone (904) 446-3400 or (800) 379-9774

Date 8/31/2013

Invoice HWCHS-13332

Bill To: NY176
Mount Vernon Hosp
12 North 7th Avenue
Mount Vernon NY 10550

Remit To: Healogics Wound Care & Hyperbaric Services
3087 Momentum Place
Chicago, IL 60689-5330

Purchase Order No.

Payment Terms

Net 30

9/30/2013

	Description	Unit Price	Ext. Price
1.00	Management Fee - September 2013	\$5,555.00	\$5,555.00
132.00	HBOT Treatments, 30 Minute Segments	\$53.00	\$6,996.00
0.00	HBOT Treatments, 30 Minute Segments - Charity	\$0.00	\$0.00
223.00	Wound Care Visits	\$105.00	\$23,415.00
0.00	Wound Care Visits - Charity	\$0.00	\$0.00

Subtotal \$35,966.00

Tax \$0.00

Total \$35,966.00

*** REPRINT ***

Invoice

Healogics Wound Care & Hyperbaric Services

PO Box 551187

Jacksonville FL 32255

Phone (904) 446-3400 or (800) 379-9774

Date 10/31/2013

Invoice HWCHS-13704

Bill To: NY176
Mount Vernon Hosp
12 North 7th Avenue
Mount Vernon NY 10550

Remit To: Healogics Wound Care & Hyperbaric Services
3087 Momentum Place
Chicago, IL 60689-5330

Purchase Order No.		Payment Terms	
		Net 30	11/30/2013
	Description	Unit Price	Ext. Price
1.00	Management Fee - November 2013	\$5,555.00	\$5,555.00
100.00	HBOT Treatments, 30 Minute Segments	\$53.00	\$5,300.00
0.00	HBOT Treatments, 30 Minute Segments - Charity	\$0.00	\$0.00
187.00	Wound Care Visits	\$105.00	\$19,635.00
0.00	Wound Care Visits - Charity	\$0.00	\$0.00

Subtotal \$30,490.00
Tax \$0.00
Total \$30,490.00

Exhibit "A"

@National Healing is a Registered Trademark of National Healing Corporation
THIS DOCUMENT IS PROPRIETARY & CONFIDENTIAL AND
CANNOT BE DUPLICATED.

STRATEGIC ALLIANCE AGREEMENT

FOR

**INTEGRATED DISEASE MANAGEMENT/
WOUND TREATMENT CENTER**

MOUNT VERNON HOSPITAL
12 North 7th Avenue
Mount Vernon, NY 10550

**STRATEGIC ALLIANCE AGREEMENT FOR
INTEGRATED DISEASE MANAGEMENT/
WOUND TREATMENT CENTER**

THIS STRATEGIC ALLIANCE AGREEMENT FOR INTEGRATED DISEASE MANAGEMENT/ WOUND TREATMENT CENTER (this "Agreement") is entered into and effective as of 9/23/10, 2010 (the "Effective Date") by and between National Wound Care & Hyperbaric Services, Inc., a Delaware corporation ("National"), Mount Vernon Hospital, a New York not-for-profit corporation, located at 12 North 7th Avenue, Mount Vernon, NY 10550 ("Hospital"). National and Hospital are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

Recitals:

WHEREAS, National provides management services to assist hospitals in providing cost-effective diagnosis and treatment of chronic wounds and their related complications; and

WHEREAS, Hospital desires to engage National to manage an outpatient wound treatment program and treatment center as hereinafter described; and

WHEREAS, the mutual goal of the Parties is to improve healing rates and clinical outcomes with respect to Hospital patients suffering from chronic wounds and their related complications;

NOW, THEREFORE, in exchange for the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Terms:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, each of the following capitalized terms has the following meaning:

"**Affiliate**" means, with respect to a Party, any business concern or entity which controls, is controlled by or is in common control with such Party;

"**BAA**" or "**Business Associate Addendum**" means that certain Business Associate Addendum entered into between the Parties simultaneously with this Agreement in connection with the Parties' mutual compliance efforts in relation to the HIPAA Rules, attached at **Exhibit D** hereto;

"**Center**" means the full service, outpatient wound treatment center established in the Facility (defined herein) utilizing the equipment and technologies contemplated herein for the treatment of wounds, and for the delivery of other medical treatments established, maintained, and operated in the Facility;

"**Center Outreach Plan**" means, collectively, educational and community awareness

efforts undertaken by the Parties in accordance with, and as more specifically described in, Sections 3.2.f and 4.1.5;

"Center Personnel" means all administrative staff, technicians, nurses and other non-physician clinical personnel employed or contracted by National or Hospital, assigned to provide services in the Center, as further delineated in **Exhibit A** attached hereto. As set forth in **Exhibit A**, Center Personnel includes certain "Hospital Personnel" and "National Personnel";

"Clinical Pathway" means the evidence-based treatment plan developed by National based upon best practices for the care and treatment of patients with chronic wounds and related complications. The Clinical Pathway, as amended from time to time, shall serve as a general framework for care provided to patients treated in the Center, provided, however, that the ultimate care and treatment of patients shall at all times be within the sole discretion of the physician(s) responsible for the treatment of each such patient, as such care and treatment may be governed by the rules, regulations, policies and procedures of Hospital and its medical staff;

"Commencement Date" means the date on which *the later of the following* occurs: (i) the Wound Care First Treatment Date (as such term is defined in **Schedule 2.1**), or (ii) the HBO First Treatment Date (as such term is defined in **Schedule 2.1**). Each of the foregoing Treatment Dates shall be definitively established, memorialized and incorporated into this Agreement in accordance with **Schedule 2.1** attached hereto;

"Effective Date" has the meaning set forth in the introductory paragraph of this Agreement;

"Facility" means the primary space and facilities provided by Hospital and agreeable to National where the Center shall operate, consisting of approximately 2,500 square feet of space in the Hospital or on the Hospital campus;

"HBO" means hyperbaric oxygen;

"HBO Equipment" means two (2) FDA approved HBO chambers supplied, installed and maintained at National's cost and expense for use in the Center;

"HBO First Treatment Date" has the meaning set forth in **Schedule 2.1**;

"HBO Treatment" means each treatment a patient receives at the Center administered in or using HBO Equipment, measured in thirty (30) minute increments from the time the patient enters until the time that the patient exits the chamber;

"HBO Treatment Fee" means the fee to be paid by Hospital to National for each HBO Treatment in accordance with **Schedule 4.2**;

"HIPAA Rules" means collectively, the regulations issued by the Secretary of Health and Human Services regarding Protected Health Information pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act ("**HITECH ACT**"), including the HIPAA "Privacy Rules", the HIPAA "Security Rules" and the "HITECH Act Rules" as codified under 45 CFR Parts 160 and 164 and as may be amended from time to time;

"Intended First Treatment Date" means the date on which the first patient treatment (either HBO Treatment or Wound Care Visit, whichever is expected to occur first) is anticipated to be performed at the Center, which the Parties hereby estimate will be January 24, 2011. Notwithstanding the foregoing, or anything seemingly to the contrary herein, the Parties acknowledge that the Intended First Treatment Date is only intended to serve as an approximation of the commencement of Center clinical services and is not a binding commitment or obligation of either Party.

"Hospital" has the meaning set forth in the introductory paragraph of this Agreement;

"Management Fee" means the monthly fee to be paid by Hospital to National in accordance with Schedule 4.2;

"Medical Director" means the Panel Physician engaged by National (after consultation with Hospital), on an independent contractor basis, to provide general administrative oversight and guidance in connection with Program activities and Center operations. The Parties acknowledge the mutual goal of appointing a Medical Director who possesses the requisite experience, administrative and interpersonal skills and commitment to the Program to make it clinically and operationally successful;

"National" has the meaning set forth in the introductory paragraph of this Agreement;

"National Outcome Tracking System" means the proprietary disease management and outcome tracking system and database that tracks and documents patient progress and treatment outcomes, which National agrees to make available for use at the Center, as described in Section 3.2.d and Article IX;

"Panel Physician" or "Physician Panel" means, collectively or individually as the context dictates, the physician(s) identified by Hospital and agreeable to National who make up the multi-disciplinary team of physicians who (i) are trained in wound care and, where applicable, HBO therapy, and (ii) have Hospital medical staff membership and clinical privileges (including privileges and/or medical staff departmental authority to render clinical services to patients in the Center);

"Program" means, collectively, the activities and services of the Center, Center Personnel, Panel Physicians and the Medical Director to fulfill the objectives of this Agreement, including, but not limited to, patient care activities, all aspects of patient interaction and professional services, and all administrative and support activities undertaken in furtherance of, in connection with, or pursuant to this Agreement;

"Program Director" means the individual employed by National to manage the day-to-day operations of the Center, with authority to manage Center Personnel, hire and fire National Personnel and function with the same level of authority as directors of other similar programs at Hospital;

"Red Flag Rules" means the regulations promulgated by the Federal Trade Commission at 16 CFR § 681 regarding detection, prevention and mitigation of identity theft, as applicable to Hospital patients who receive services at the Center and the activities of National personnel in their interaction with such patients under this Agreement;

"Wound Care First Treatment Date" has the meaning set forth in Schedule 2.1;

"Wound Care Visit" means each patient visit to the Center which generates charges therefrom, including, but not limited to, consults, patient visits, dressing changes, debridements, tests, assessments, procedures, and other similar items, but specifically excluding all HBO Treatments;

"WCV Fee" means the fee to be paid by Hospital to National for each Wound Care Visit in accordance with Schedule 4.2, provided, however, that National shall be paid only one (1) WCV Fee for each Wound Care Visit, regardless of the number of procedures performed on the patient during such visit.

ARTICLE II TERM, AGREEMENT PURPOSE

Section 2.1 Preparatory Efforts, Commencement of Term.

a. This Agreement shall commence on the Effective Date. Following the Effective Date, the Parties shall use their respective commercially reasonable efforts and shall work diligently and cooperatively so that patient care services as contemplated by this Agreement may be provided at the Center by the Intended First Treatment Date.

b. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall continue until four (4) years following the Commencement Date (as defined and determined in accordance with Schedule 2.1) unless earlier terminated in accordance with the terms and conditions of this Agreement. Unless earlier terminated in accordance with the terms and conditions hereof, this Agreement shall automatically renew and be extended for subsequent one (1) year periods (each a "Renewal Term") at the expiration of the Initial Term and each Renewal Term, as applicable, unless either Party provides written notice to the other Party at least ninety (90) days prior to the end of the Initial Term or then existing Renewal Term (as applicable) of its intention not to renew this Agreement for a subsequent 1-year period, in which case this Agreement shall terminate at the end of the then incumbent Term. The Initial Term and each Renewal Term are sometimes otherwise referred to herein individually and collectively (as the context dictates) as the "Term."

Section 2.2 Purpose of Agreement. The purpose of this Agreement is to form a strategic alliance for the establishment and operation of the Center; to establish National as manager of the Center; to establish the Physician Panel; and to set forth the terms and conditions upon which the Center shall operate. The mutual goal of the Parties in establishing and operating the Center and the Program is to improve healing rates and clinical outcomes with respect to Hospital patients suffering from chronic wounds and their related complications. National shall have such powers as are reasonable, necessary, and appropriate in furtherance of these goals and purposes, subject to all rules and regulations of the Hospital. The Parties acknowledge and agree that Hospital shall retain the ultimate control and responsibility for the services provided at the Center, including appropriate clinical oversight and coordination and integration of Program services among Hospital medical staff members and departments, as applicable.

ARTICLE III NATIONAL'S RESPONSIBILITIES

Section 3.1 Day-To-Day Management. National shall have day-to-day management over operations of the Center and Center Personnel. The Program Director, on National's behalf, is hereby authorized to: (i) manage and administer the Program and Center operations; (ii) take any action which is consistent with the terms and conditions of this Agreement; and (iii) make recommendations to the Hospital for additional services that the Center could provide which would benefit the Center, the Hospital and its constituents. The Program Director shall function as a member of the Hospital management team at the level of department director, developing and maintaining relationships to maximize understanding of the services provided at the Center. The Program Director (and the other National Personnel) shall adhere to all applicable Hospital policies and procedures including, but not limited to, those relating to compliance with HIPAA Rules and Red Flag Rules. The Program Director shall work to educate other members of the

Hospital medical and clinical staff about the services provided at the Center, and with materials management to assure an adequate supply of wound treatment supplies, equipment, and products for the effective operation of the Program and the Center.

Section 3.2 National's Activities. National shall provide or cause to be provided the following in connection with its management activities under this Agreement:

- a. "National Personnel" as set forth on **Exhibit A**;
- b. Consultative support in the area of revenue-cycle management;
- c. A monthly report from National's outpatient prospective payment system;
- d. Access to and use of the National Outcome Tracking System, with respect to patients treated at the Center as well as any reports that may be generated through such system;
- e. An initial education seminar for Panel Physicians and Center Personnel (the "National Healing Institute") and ongoing training in specialty wound care, HBO therapy, if applicable, and other agreed upon methodologies for healing wounds. National shall, on an annual basis, pay for all such training. National shall pay for travel and accommodations for National Personnel to attend such training;
- f. A community awareness and education plan for the Center (the "Center Outreach Plan"), as contemplated in Section 4.1.5, to educate the public and medical community on the availability and benefits of the services offered at the Center. National shall pay, on a matching dollar-for-dollar basis with Hospital, an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) annually towards the Center Outreach Plan, as more specifically described in Section 4.1.5;
- g. Ongoing education programs for applicable Center Personnel;
- h. Staff competency testing for applicable Center Personnel;
- i. Operations and clinical policies and procedures manuals for the Center;
- j. A healthcare compliance hotline, Code of Conduct and Compliance Program for National Personnel; provided, however, all National Personnel shall observe and comply with the requirements of Hospital's own compliance program and code of conduct including those related to compliance with HIPAA Rules and Red Flag Rules;
- k. Written policies and procedures for establishing and maintaining medical records for Center patients;
- l. Periodic internal clinical reviews to assess compliance with national standards, including those of The Joint Commission;
- m. General liability insurance and professional liability insurance for National Personnel, each with minimum limits of \$1,000,000/\$3,000,000, employers' liability insurance

for National Personnel in commercially reasonable amounts, workers' compensation insurance for National Personnel in statutory amounts, and property insurance covering National's HBO Equipment;

- n. A Medical Director to provide administrative services to the Program; and
- o. An HBO safety program and a schedule for maintenance of the HBO Equipment. National shall maintain the HBO Equipment in good repair and replace it, at National's cost, if necessary.

Section 3.3 Center Construction Support.

a. Subject to the terms and conditions of this Agreement, at Hospital's written request made not more than seventy-five (75) days following the Effective Date hereof, National agrees to provide Hospital, not later than twenty (20) days following such request, Two Hundred Thousand Dollars (\$200,000.00) towards the cost of construction and/or build out of the Center and related expenses to establish the Program (the "Construction Support"). The Parties acknowledge and agree that the specific uses of the Construction Support in such regard shall be in the sole discretion of Hospital and any and all new construction, build-out, improvements, infrastructure, facilities, equipment, or other results from such use of Construction Support shall be, as between the Parties, the sole property of Hospital.

b. Notwithstanding any provision seemingly to the contrary herein, if the Term of this Agreement is not renewed or is not extended to encompass, in the aggregate, a period of five (5) years following the Commencement Date or otherwise terminates by affirmative action of either Party prior to the expiration of five (5) years from the Commencement Date hereof, then, in each such case, Hospital shall pay to National the "Residual Value" of Construction Support, as hereinafter defined, within fifteen (15) days of such termination. As used herein, the term "Residual Value" means an amount equal to the product of: (I) Four Thousand Three Hundred and Sixty-Eight Dollars and Fifty-Eight Cents (\$4,368.58), multiplied by, (II) the sum of: (A) sixty (60), minus (B) the number of complete calendar months which have elapsed following the Commencement Date through and including the effective date of termination. For example, and not in limitation of the foregoing, if this Agreement is terminated in the Fortieth (40th) month following the Commencement Date, then the Residual Value payment would be \$87,371.60 (\$4,368.58 x [60-40]). The Residual Value payment described above is not a penalty or liquidated damages and is not the sole or exclusive remedy either Party has or may have against the other in the event of any breach or termination of this Agreement which triggers such payment obligation.

ARTICLE IV HOSPITAL RESPONSIBILITIES

Section 4.1 Hospital's Activities. To facilitate the operations of the Center and administration of the Program, Hospital shall supply (or cause to be supplied or maintained) and/or be responsible for, the following:

Section 4.1.1 Facility Space, Insurance. Hospital shall equip and provide, at its sole cost and expense, the Facility for operation of the Center, in accordance with the terms and conditions hereof. In the Facility, the Hospital shall provide and ensure, at its expense: necessary utilities, including, without limitation, heating, air-conditioning, electrical, HVAC, telephone service, fax service; general maintenance; oxygen, and other gaseous service in the locations and in the quantities reasonably designated by National; computer access and hook-up service, with access to the Internet and linkage to the computer and telecommunications system of the Hospital; security service; and directory and visible

signage within and outside the Center, including signage at advantageous locations at other parts of the Hospital. Hospital shall provide general and professional liability insurance for Hospital Personnel, each with limits of not less than \$1,000,000/\$3,000,000. Hospital shall ensure that the Center is appropriately configured and has sufficient space to accommodate the needs of patients, the Program, and Center Personnel in the performance of their duties and responsibilities. The Center shall operate a minimum of forty (40) hours per week, except on Hospital holidays.

Section 4.1.2 Hospital Personnel. Hospital shall select, provide, assign and compensate, at its expense, certain administrative and clinical personnel ("Hospital Personnel") committed to supporting the Center, as set forth on Exhibit A. Hospital Personnel and National Personnel are sometimes collectively referred to as Center Personnel.

Section 4.1.3 Approvals. Hospital shall obtain and maintain at its expense all necessary approvals, authorizations, permits, licenses, and certifications as required by applicable law for the operation of the Center.

Section 4.1.4 Equipment, Supplies. Hospital, at its expense, shall provide the Center with (a) the equipment designated by National, including, but not limited to, the items listed in (and in accordance with) Exhibit B attached hereto, but specifically excluding HBO Equipment (the "Equipment"), and (b) the supplies designated by National, including, but not limited to the items listed in (and in accordance with) Exhibit C attached hereto (the "Clinic Supplies"), in each case, as reasonably determined by National to be necessary for the effective clinical and business operation of the Center and administration of the Program. Hospital acknowledges that its initial expenditure for such Equipment and Clinic Supplies shall be in the minimum amount set forth in the proforma previously provided by National. Other than HBO Equipment, Hospital shall maintain the Equipment, replace it, if necessary, and provide additional Equipment should National, in consultation with Hospital, deem it necessary or desirable for the effective operation of the Center. Notwithstanding the foregoing or anything seemingly to the contrary herein, National shall be responsible for providing, at its expense, the HBO Equipment. Ownership or leasehold rights to the HBO Equipment shall remain with National and such HBO Equipment shall not be deemed a fixture or accession. To the extent applicable, Hospital hereby waives (and shall cause any landlord to waive) all statutory and common law landlord rights with respect to the HBO Equipment and acknowledges that any lessors of such HBO Equipment and/or National have a security interest that is prior in right.

Section 4.1.5 Community and Professional Awareness. Hospital shall, with assistance from and in collaboration with National, take reasonable steps to develop community awareness of the Program and the Center among all Hospital patients who may benefit, among all potential patients in the Hospital service area, and among physicians, health care providers, and payors whose patients, enrollees, beneficiaries, or participants may benefit from the Program and the services offered at the Center. Such joint efforts and activities are sometimes otherwise referred to as the Center Outreach Plan. The details of the Center Outreach Plan (including certain collateral and promotional materials) shall be established by National, but shall be subject to Hospital's approval, which approval shall not be unreasonably withheld or delayed. The Parties shall, at least thirty (30) days prior to the Intended First Treatment Date, implement the Center Outreach Plan to create community awareness of the Center and Program. On an annual basis, Hospital shall create a budget for, allocate funds to and shall share the cost of the Center Outreach Plan, and shall pay a minimum of Twenty-Five Thousand Dollars (\$25,000) annually toward the costs of the Center Outreach Plan.

Section 4.1.6 Patient Registration. Hospital shall register Center patients as Hospital patients.

Section 4.1.7 Billing. Hospital shall have sole responsibility for the accounting, coding, billing, and collection of all charges, fees, co-payments and other amounts in respect of Center services and shall perform such billing and collection in compliance with all applicable laws, regulations and payor requirements. National shall not bill any third party for the services provided at the Center. Upon request, National shall assist with additional documentation requests (ADRs) and appeals.

Section 4.1.8 Diagnostic and Health Screening. Hospital shall provide Center Personnel with pre-employment and periodic diagnostic and health screening procedures, as required by Hospital. National shall pay for such screening for National Personnel at Hospital's cost.

Section 4.1.9 Physician Panel. Following the Effective Date, Hospital shall, in consultation with National, establish the Physician Panel for the Center. It is the mutual objective of the Parties that the Physician Panel shall consist of no less than five (5), and no more than (10), physician members of Hospital's medical staff who represent a variety of medical specialties, all of whom shall be required to obtain training in the Clinical Pathway at the National Healing Institute, and no fewer than five (5) of whom shall be required to receive training in hyperbaric medicine and HBO therapy. Each Panel Physician shall be responsible for the arrangements and costs for their own travel and accommodations to attend such training. The Parties shall mutually endeavor to identify and agree upon the initial members of the Physician Panel (and any subsequently required Panel Physicians) as soon as practicable following the Effective Date so that the training of each member of the Physician Panel may be completed prior to their rendition of clinical services at the Center. The variety of specialties for the Physician Panel and each Panel Physician's ultimate involvement in the Center shall be subject to approval by National, which approval shall not be unreasonably withheld or delayed.

Section 4.2 Hospital Payments To National. In consideration for the services provided hereunder, Hospital shall pay to National those fees set forth in and in accordance with **Schedule 4.2**.

Section 4.3 Charity Care. National acknowledges that Hospital accepts all patients for which the patient's treating physician has ordered treatment, regardless of race, ethnicity, creed, sex, age, or payor status and that certain patients who are treated at the Center may qualify to receive such care at no cost to such patient, in accordance with Hospital policies and procedures for charity care ("Charity Care Patients"). The Parties acknowledge and agree that Charity Care Patients (i.e., patients who are qualified by Hospital in accordance with applicable Hospital policy and procedure as having no payment obligation for services rendered) shall be accepted for treatment at the Center and the Center shall provide treatment to such patients in accordance with Hospital policy and procedure for the same. Notwithstanding the provisions of Section 4.2, National shall not be entitled to an HBO Treatment Fee or a WCV Fee for any patient who is so qualified as a Charity Care Patient.

ARTICLE V NON-SOLICITATION; INDEMNIFICATION; RISK MANAGEMENT

Section 5.1 Covenant Against Hiring, Solicitation.

a. During the Term and for a period of one (1) year following the termination of this Agreement for any reason (including termination by non-renewal), the Parties agree that neither of them shall, without the express written consent of the other Party, directly or indirectly, employ, contract with, or solicit to employ or contract with, any individual who is then or was within one (1) year prior thereto an employee or independent contractor of the other Party, for the purpose of assigning such individual any

duties related to the Center or the operations or management of the Center or any other outpatient wound-treatment facility leased, owned, managed or operated by such Party. Notwithstanding the foregoing, following the termination of this Agreement (including termination by non-renewal), nothing herein shall prevent Hospital from contracting with the Medical Director for any purpose as long as such Medical Director abides by and does not violate any restrictions on competition, solicitation or the disclosure or use of National's confidential information as may be set forth in any written agreement between National and such Medical Director. If any of the restrictions contained in this Article V are determined by a court of competent jurisdiction to be unenforceable, this Article V shall be construed to give effect to its provisions to the fullest extent which is valid and enforceable in the appropriate jurisdiction.

b. The Parties agrees that enforcement of this Section 5.1 may be through injunction, in addition to all other remedies that may be available at law or in equity. If any provision of this Section 5.1 is determined to be invalid or unenforceable and is not reformed by a court of competent jurisdiction, such invalid or unenforceable provision shall be severed and shall not disturb the validity or enforceability of the remainder of this Section or of this Agreement.

c. For the purposes of this Section 5.1, it is the express agreement of the Parties that each Party has a legitimate business interest justifying the restrictions contained herein and that such restrictions are reasonably necessary to protect such legitimate business interests, which interests include, but are not limited to, trade secrets; other valuable confidential business information that may not qualify as trade secrets (including Confidential Information, as defined in Article VI), but as to which each Party has expended time and money in developing and which it holds confidential and proprietary; substantial business relationships with existing and prospective customers, clients and patients; customer, client and patient goodwill associated with such Party's ongoing business and evidenced by the various trademarks, trade names and service marks used by such Party in connection with its business; and an expectation of continuing patronage from its existing customers, clients and patients. The provisions of this Section 5.1 shall survive any termination of this Agreement (including termination by non-renewal). The provisions of this Section 5.1 shall be enforceable by and shall inure to the benefit of each Party's Affiliates and respective successors and assigns.

Section 5.2 Indemnification. Each Party (an "Indemnitor") hereby agrees to indemnify, defend and hold harmless the other Party, and such other Party's shareholders, members, directors, officers, employees, agents and representatives (collectively "Representatives") and such Party's Affiliates and their respective Representatives (each, an "Indemnified Party"), against and from any and all claims, causes of action, liabilities, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees and related costs incurred at all pre-trial, trial and appellate proceedings ("Claims"), arising from, relating to or in connection with any act or omission of the Indemnitor, its Affiliates or any of their respective Representatives, including, but not limited to, the failure of Indemnitor to perform its duties hereunder in compliance with all applicable laws. In the event that any Claim is believed to trigger a Party's right of indemnity hereunder, the Indemnified Party shall promptly give notice to the Indemnitor of the same and shall cooperate fully with the Indemnitor in the defense of the Claim. The provisions of this Section 5.2 shall survive any termination of this Agreement (including termination by non-renewal).

Section 5.3 Risk Management. Each Party agrees to notify the other Party as soon as possible upon learning of an incident or occurrence at the Center involving or which could have involved damage or injury to person or property and which is required to be disclosed or reported in accordance with applicable law, regulation or accreditation standard, including, by way of example and not in limitation of the foregoing, any adverse incident, patient fall, sentinel event, etc., which notification, in each case, shall be treated as Confidential Information of each Party except as otherwise provided by applicable law or regulation. The Parties shall cooperate with each other in investigation and

documentation of such incidents or occurrences except as may be recommended by each Party's respective legal counsel or risk management advisors. The provisions of this Section 5.3 shall survive any termination of this Agreement (including termination by non-renewal).

ARTICLE VI CONFIDENTIALITY

Section 6.1 Confidentiality by Hospital. Hospital agrees and acknowledges that the wound treatment center concept embodied by this Agreement was developed by National at great expense of resources, time, money, and effort. Hospital agrees and acknowledges that all books, manuals, documents, materials, computerized information or other business or technical information in any form whatsoever developed by National and provided to Hospital by National or its Affiliates, which relate to the Center and which are distributed or otherwise disclosed to Hospital or its designees or developed pursuant to the operation of the Center or to which Hospital or its designees have access as a result of the operation of the Center, are "National's Confidential Information" under this Agreement. National's Confidential Information includes, but is not limited to, technical and business information, software, information relating to software, the National Outcome Tracking System and Documentation, National's outpatient prospective payment system, management information systems, trademarks, servicemarks, designs, products, methods (including the Clinical Pathway), systems, improvements, trade secrets, formulas, treatment outcome data, processes, protocols, community education materials and techniques, licensing, servicing, customer lists, records or financial information, and National's strategy concerning its business or policies. Notwithstanding anything herein to the contrary, National's Confidential Information does not include patient medical charts or billing records (or patient PHI as defined below) and does not include information which (i) at the time of disclosure, is either already known by Hospital and is not then subject to any other covenant or restriction on confidentiality as between National (or any Affiliate) and Hospital, or is freely available for use by the public, or (ii) after the time of disclosure, through no fault of Hospital, becomes freely available to the public. Hospital and its Affiliates shall not use National's Confidential Information for any purpose other than operation of the Center under this Agreement, and shall not disclose, publish, or disseminate National's Confidential Information to any third-party without National's express prior written consent, except as may be required under applicable law, regulation or legal process. Upon termination of this Agreement for any reason (including termination by non-renewal), Hospital shall use its commercially reasonable efforts to retrieve from all Hospital personnel and return to National materials containing National's Confidential Information and all National's Confidential Information in Hospital's actual or constructive possession shall promptly be returned to National. If Hospital becomes legally compelled to disclose any of National's Confidential Information, Hospital will promptly notify National so that National may seek a protective order or other appropriate remedy (at National's expense) and/or waive compliance with the foregoing provisions. If a protective order or other remedy is not obtained, or compliance with the foregoing provisions of this Agreement is waived, Hospital will furnish only that portion of National's Confidential Information that is legally required. The provisions of this section shall survive any termination of this Agreement (including termination by non-renewal). The provisions of this section shall be enforceable by and shall inure to the benefit of National's Affiliates and its respective successors and assigns.

Section 6.2 Confidentiality by National. National hereby acknowledges and agrees that information provided by Hospital, consisting of Protected Health Information as defined in the HIPAA Privacy Rule ("PHI"), financial information, and related business information of Hospital is considered to be "Hospital's Confidential Information." Hospital's Confidential Information does not include information which (i) at the time of disclosure, is already known by National and is not then subject to any other covenant or restriction on confidentiality as between National and Hospital, or is freely available for use by the public, or (ii) at the time of disclosure, through no fault of National, becomes freely available to the public. National shall not use, publish, disclose, or disseminate Hospital's Confidential Information in

any manner, other than in performing its obligations under this Agreement without Hospital's express prior written consent, except as otherwise expressly permitted in this Agreement or in the Business Associate Addendum between the Parties entered into simultaneously herewith and attached hereto at Exhibit D (the "BAA"). Upon termination of this Agreement for any reason (including termination by non-renewal), National shall use its commercially reasonable efforts to retrieve all Hospital's Confidential Information from employees of National and all Hospital's Confidential Information in National's actual or constructive possession shall promptly be returned to Hospital. If National becomes legally compelled to disclose any of Hospital's Confidential Information, National will promptly notify Hospital so that Hospital may seek a protective order or other appropriate remedy (at Hospital's expense) and/or waive compliance with the foregoing provisions. If a protective order or other remedy is not obtained, or compliance with the foregoing provisions of this Agreement is waived, National will furnish only that portion of Hospital's Confidential Information that is legally required. Notwithstanding anything herein or in the BAA to the contrary, National may de-identify PHI acquired, received or created by National in the performance of this Agreement in accordance with the de-identification standards described in Section 164.514 of the Privacy Rule ("De-Identified Data"), and aggregate, collect, analyze and use, and authorize others to aggregate, collect, analyze and use the resulting De-Identified Data. Notwithstanding the foregoing, National shall not, without Hospital's prior written consent, disclose the source of any De-Identified Data or identify Hospital in connection with any such use of De-Identified Data. The provisions of this section shall survive any termination of this Agreement (including termination by non-renewal) or the BAA. The provisions of this section shall be enforceable by and shall inure to the benefit of Hospital's and National's Affiliates and their respective successors and assigns.

Section 6.3 Enforcement. The Parties agrees that enforcement of this Article VI by each of them may be through injunction, in addition to all other remedies that may be available at law or in equity. If any provision of this Article VI is determined to be invalid or unenforceable and is not reformed by a court of competent jurisdiction, such invalid or unenforceable provision shall be severed and shall not disturb the validity or enforceability of the remainder of this Article or of this Agreement.

ARTICLE VII RECORDS, ACCOUNTING AND DISCLOSURE

Section 7.1 Records and Accounting. National shall keep books and records for Center operations at its principal office. Books, records, documents, and information maintained by National shall remain National's property; provided, however that individual patient data shall be, and remain, the property of Hospital. As permitted by applicable law and confidentiality requirements, Hospital shall provide National with reasonable access to such patient data for purposes of its performance under this Agreement, subject to the terms and conditions of the BAA attached hereto as Exhibit D. As permitted by law and confidentiality requirements, National shall provide Hospital with reasonable access to inspect and copy data management system records. All books, records, and other non-confidential documentation created and maintained by Hospital in connection with Hospital's accounting, billing, and collection responsibilities on behalf of the Center shall be and remain the property of Hospital; provided, however, that National shall be permitted reasonable access to inspect and copy such books and records; and provided further, that National shall be entitled to audit such books and records upon reasonable notice, at National's cost.

Section 7.2 Disclosure. Upon the written request of the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, the Parties hereto, and any of their Affiliates and subcontractors, providing services with a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month (12) period shall make available to the Secretary the contracts, books, documents, and records that are necessary to verify the nature and extent of the costs of

providing such services. Such inspection shall be available up to four (4) years after the rendering of such services.

ARTICLE VIII TERMINATION AND RESOLUTION OF DISPUTES

Section 8.1 Termination. Except as otherwise provided in Section 2.1, the Parties agree that this Agreement may be terminated only as follows:

a. Uncured Breach. Except as otherwise specifically provided in paragraphs (b) – (d) below, either Party may terminate this Agreement upon written notice, if the other Party (the “Defaulting Party”) breaches, defaults or fails to perform or abide by any material term, condition or covenant of this Agreement (each a “Default”), and fails to cure such Default within ninety (90) days after receiving written notice from the non-Defaulting Party specifying with particularity the Default. To justify termination under this paragraph, the non-Defaulting Party must have substantial material facts and information documenting the Default.

b. Insolvency. Either Party may terminate this Agreement, upon written notice, if the other Party (i) files a petition in bankruptcy or is adjudicated bankrupt; (ii) institutes, or allows to be instituted, any procedure in bankruptcy court for reorganization or rearrangement of its financial affairs; (iii) has a receiver of its assets or property appointed because of insolvency; or (iv) makes a general assignment for the benefit of creditors.

c. Failure to Pay. National may terminate this Agreement upon written notice if Hospital fails to pay any of the fees identified in Section 4.2 hereof within thirty (30) days after National provides written notice to Hospital that such fees are past due.

d. Immediate Termination. Either Party may terminate this Agreement upon written notice to the other Party if the other Party: (1) is suspended or excluded from participation in the Medicare or Medicaid program in the state where Hospital is located; or (2) is convicted of any felony involving fraud or misrepresentation with respect to the delivery of or reimbursement for health care services or is convicted of violating any federal law regarding Medicare or Medicaid (such as the “Stark Law”, the federal “Anti-kickback” statute, etc.) or any equivalent state law in which Hospital is located, including any state patient brokering or insurance fraud laws.

Section 8.2 Effect of Termination. The termination of this Agreement by either Party (including termination by non-renewal in accordance with Section 2.1) shall not affect or negate any obligations of either Party to the other arising prior to the date of termination, including, but not limited to, Hospital’s obligations to pay National as may be applicable in accordance with Section 3.3.b. In the event of any termination of this Agreement, National shall remove or cause to be removed the HBO Equipment from the Center.

Section 8.3 Resolution of Disputes. In the event of a dispute arising under, in connection with, or in relation to this Agreement or any amendment hereof (other than a dispute concerning a Party’s Default under Section 5.1 or Article VI for which injunctive relief or other remedy is sought), the Parties agree that the following procedures shall be used in an attempt to resolve the dispute prior to the pursuit by any Party of other available remedies, provided, however, that either Party shall be permitted to terminate this Agreement in accordance with Section 8.1 prior to these remedies being exhausted. The procedures are:

a. A face to face meeting shall be promptly held at which time all Parties are present

or represented by individuals with full decision-making authority regarding the matter(s) in dispute. The Parties agree to participate in good faith in an attempt to resolve any such disputes.

b. If, within thirty (30) days following the initial meeting, the Parties have not succeeded in resolving the dispute, the dispute shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the state in which the Hospital is located. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties. This provision shall survive any termination of this Agreement, regardless of the cause of such termination.

ARTICLE IX LIMITED LICENSE ON NATIONAL OUTCOME TRACKING SYSTEM

Section 9.1 Limited License; National System. During the Term, National hereby grants to Hospital a limited, non-exclusive, non-transferable and revocable right to access and use the National Outcome Tracking System (including any integrated software developed by National or any third party engaged by National) and any manuals, documents or secure file transfer protocol such as SSL, and other similar materials associated with the access or use of the National Outcome Tracking System (the "Documentation"), without right of sublicense, solely for the purpose of monitoring and documenting patient healing, adherence to clinical pathways and related matters, in connection with the Program and in accordance with the terms and conditions of this Agreement. Unless a duly authorized officer of National shall otherwise consent in writing, Hospital shall (1) not use or access the National Outcome Tracking System through any means or with any equipment other than the infrastructure established for the Center, (2) not permit any third party to use or reproduce the National Outcome Tracking System or any data or content available through access or use of the same, (3) not distribute, disclose, reproduce or allow use of the National Outcome Tracking System or Documentation, in any format, through timesharing, service bureau network or by any other means to or by any third party, (4) not decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the National Outcome Tracking System by any means whatsoever, (5) not modify or create derivative works based upon the National Outcome Tracking System or Documentation, or alter the National Outcome Tracking System in any manner, (6) not rent, lease, sell or otherwise transfer or allow use or access to the National Outcome Tracking System or Documentation to any third parties, and (7) have no right to use or allow the use of the National Outcome Tracking System for any other purpose or following the termination or expiration of this Agreement. This grant of a limited license by National shall terminate immediately upon the termination of this Agreement.

Section 9.2 Representations. Hospital acknowledges and understands that the National Outcome Tracking System is a web-based application and database that is being made available by National for Hospital's use in accordance with the Program and that Hospital's use and access rights pertain only to Hospital's patients and are generally similar to that of other hospitals with which National contracts. National represents and warrants that National or its Affiliates have legal right to the National Outcome Tracking System and the right and authority to grant to Hospital the license described in Section 9.1. Subject to the terms of this Section 9.2, National further represents that it shall maintain the National Outcome Tracking System and its availability for use by Hospital in conformity with industry standards for similar web-accessed applications and databases. National represents, to its knowledge, that the National Outcome Tracking System does not contain any viruses or disabling devices that shall substantially impair Hospital's use of or access to the National Outcome Tracking System as contemplated by this Agreement.

Section 9.3 Disclaimer. Notwithstanding anything to the contrary herein, National does not warrant and specifically disclaims that operation of the National Outcome Tracking System or Hospital's use of or access to the National Outcome Tracking System shall be continuous, uninterrupted, error-free or free from any other program limitations. The warranties in this Article IX constitute the sole warranties provided by National with respect to the National Outcome Tracking System and are in lieu of all other warranties of any kind or nature whatsoever, written or oral, common law or statutory, express or implied, including, without limitation, and National hereby disclaims, all warranties of merchantability, informational content and fitness for a particular purpose. Further, Hospital acknowledges that Hospital must provide all equipment, and provide and maintain internet and communication services through suitable providers, to access the National Outcome Tracking System, and is solely responsible for all fees, costs and charges associated with, and maintenance of, such equipment and/or service.

Section 9.4 Proprietary Rights. Except for the right to access and use the National Outcome Tracking System granted hereunder, Hospital acknowledges that National retains all rights, title and interest in and to the National Outcome Tracking System and Documentation, and any modifications, replacements and enhancements thereof and additions and improvements thereto, including ownership of all trade secrets, copyrights and other associated proprietary and intellectual property rights pertaining thereto. The National Outcome Tracking System and Documentation are confidential and proprietary property of National and are included in and shall be accorded the protections of National's Confidential Information in accordance with Section 6.1. Hospital shall be responsible for the use of the National Outcome Tracking System and Documentation by its employees and agents and shall instruct its employees and agents who have access to the National Outcome Tracking System and Documentation to keep the same confidential, by using the same care and discretion which Hospital uses with respect to its own confidential property and trade secrets, but in any event no less than a reasonable degree of care.

ARTICLE X GENERAL PROVISIONS

Section 10.1 Amendment. This Agreement may be amended or modified only in writing signed by a duly authorized representative of each Party.

Section 10.2 Notices. All notices, requests, demands, and other communications required or permitted hereunder ("Notice") shall be in writing, shall refer to this Agreement, shall conspicuously identify such transmission as formal notice under this Agreement and unless otherwise expressly provided elsewhere herein, shall be delivered (and shall be deemed to have been duly given or made upon receipt) as follows: (i) personally; or (ii) by certified mail, return receipt requested; or (iii) by overnight courier guaranteeing delivery within two (2) business days, in each case, to the Parties at the following addresses or such other address as a Party may specify to the other Party in accordance with this Section:

If to National:

National Wound Care & Hyperbaric Services, Inc.
4850 T-Rex Avenue, Suite 300
Boca Raton, FL 33431
Attention: James E. Patrick, CEO
Telephone: (561) 994-1174

With a copy to:

National Healing Corporation
4850 T-Rex Avenue, Suite 300
Boca Raton, FL 33431
Attention: General Counsel
Telephone: (561) 994-1174

If to Hospital:

With a copy to:

Mount Vernon Hospital
12 North 7th Avenue
Mount Vernon, NY 10550
Attention: John R. Spicer, CEO
Telephone: _____

Mount Vernon Hospital
12 North 7th Avenue
Mount Vernon, NY 10550
Attention: John Mamangakis, COO
Telephone: _____

Section 10.3 Successors and Assigns. All of the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, each of the Parties hereto and their respective successors and assigns.

Section 10.4 Entire Agreement, Recitals. This Agreement (including all exhibits, schedules, attachments and all other documents attached or annexed hereto) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, among the Parties with respect to such subject matter. The Recitals are true and correct and, together with all attachments hereto, are hereby incorporated by reference.

Section 10.5 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof, or with any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, the same shall not have the effect of rendering the Agreement inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, paragraphs, sections, or subsections of this Agreement shall not affect the remaining portions thereof.

Section 10.6 Waiver. The failure or delay of any Party at any time to require performance by the other Party of any provision of this Agreement, even if known, shall not affect the right of such Party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by a Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision (or any other provision) or a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.

Section 10.7 Remedies Cumulative. Except as otherwise expressly provided herein, no remedy conferred upon any Party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or available under law, by statute or in equity.

Section 10.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Hospital and Center are located without regard to any conflict of laws principles.

Section 10.9 Captions. The captions, paragraph and section headings in this Agreement are for reference and the convenience of the Parties only and in no way define, describe, extend or limit the scope or intent of this Agreement or any provision herein.

Section 10.10 No Third Party Beneficiaries. Except as otherwise expressly provided herein, the provisions of this Agreement are for the exclusive benefit of the Parties, and no other party, including any patient or creditor of any Party, who shall not have any right or claim against any Party by reason of this Agreement or be entitled to enforce any provision herein against any Party hereto.

Section 10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 10.12 Word Usage. Words used in this Agreement, regardless of the number and gender, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates or as appropriate. Whenever words such as "herein", "hereinafter", "hereto" and "hereunder" are used, they shall refer to this Agreement as a whole, unless the context otherwise requires. Whenever the words "include" or "including" are used, they shall be deemed to mean "include, without limitation" or "including, without limitation" as the case may be.

Section 10.13 No Intent to Induce Referrals. Nothing in this Agreement, nor any consideration in connection with it, is intended to induce, contemplates or requires the referral of any patient. This Agreement is not intended to influence the judgment of any physician or patient in choosing the medical facility appropriate for proper treatment and care. Any party performing services shall not receive any compensation or remuneration for referrals, if any. The Parties support the right of a physician or patient to select service providers for patients based on what is in the best interest of the patient. The Parties specifically do not intend to violate the federal (or any state's) Anti-Fraud and Abuse provisions (e.g., 42 USC §1320a-7b(b)).

Section 10.14 Representations. Each Party represents and warrants to the other that it is in good standing under the laws of its respective state of incorporation and under the laws of the state in which the Center is located. Each Party represents and warrants to the other that they are not a party to a collective bargaining agreement or similar labor union contract.

Section 10.15 No Agent or Legal Representative Status. This Agreement does not make either Party the agent or legal representative of the other Party for any purpose whatsoever; nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other Party. National and the National Personnel are independent contractors of Hospital. Hospital and the Hospital Personnel are independent contractors of National. Each Party agrees to be solely responsible for compliance with all labor and employment laws and regulations applicable to its employees.

Section 10.16 Order Of Precedence. Any conflict or inconsistency among the main body of this Agreement and any attachment to this Agreement shall be resolved in accordance with the main body of this Agreement.

Section 10.17 Legal Compliance. Each Party represents to the other that it shall cause the Center Personnel under its respective control to comply with all applicable laws and regulations including but not limited to, HIPAA Rules, Red Flag Rules and applicable federal and state anti-kickback and self-referral laws and regulations. Each Party further represents that neither it nor any of its personnel that will be providing services under this Agreement have been debarred, disqualified or limited in any manner from participation in any federally funded health insurance program.

Section 10.18 Force Majeure. For purposes of this Agreement "force majeure" means and includes acts of God commonly characterized as natural disasters, or any other matter outside the

reasonable control of the Party affected thereby, including conditions arising from flooding, tornadoes, hurricanes, or other weather conditions resulting in the inability to maintain normal working conditions for periods of five (5) or more consecutive calendar days; but in any event, force majeure shall not be deemed to include inclement weather, other than as described above, or inability to perform as a result of insufficient financial resources or funding. Either Party hereto shall be excused for the period of delay in the performance of any obligations hereunder when such delay is the result of a force majeure event.

Section 10.19 Construction. The Parties acknowledge that this is a negotiated agreement and that in no event shall the terms hereof be construed against any Party on the basis that such Party, or its counsel, drafted this Agreement.

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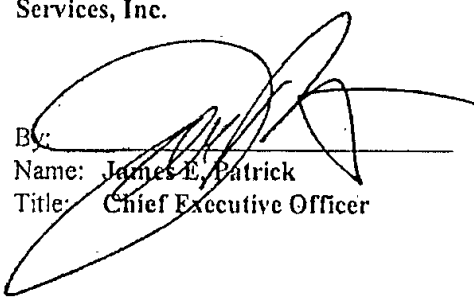
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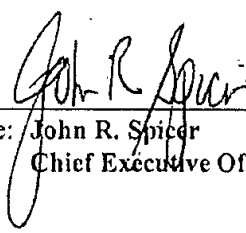
AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement between **Sound Shore Health System, Inc.**, a New York not-for-profit corporation, doing business as Mount Vernon Hospital and **National Wound Care & Hyperbaric Services, Inc.** through their respective authorized officers, effective as of the Effective Date above.

National Wound Care & Hyperbaric Services, Inc.

Sound Shore Health System, Inc. d/b/a Mount Vernon Hospital

By: 
Name: James E. Patrick
Title: Chief Executive Officer

By: 
Name: John R. Spicer
Title: Chief Executive Officer

Date: 09-29-10

Date: 9/23/10

EXHIBIT A
TO
STRATEGIC ALLIANCE AGREEMENT
FOR INTEGRATED DISEASE MANAGEMENT/WOUND TREATMENT CENTER
CENTER PERSONNEL

I. Center Personnel

Hospital Personnel*

(1) Registered Nurse (RN)
(1) Hyperbaric Technician

National Personnel

(1) Program Director
(1) Clinical Nurse Manager
(1) Office Coordinator

* Hospital Personnel shall be adjusted as patient volumes increase on an as-needed basis as contemplated below.

II. Additional Hospital Personnel

At the following Wound Care Visit benchmarks, Hospital shall add nursing support as follows:

- At 200 Wound Care Visits per month – an RN or LPN added to Hospital Personnel.
- At each additional 100 Wound Care Visits per month – an additional RN or LPN added to Hospital Personnel.

EXHIBIT B
TO
STRATEGIC ALLIANCE AGREEMENT
FOR INTEGRATED DISEASE MANAGEMENT/WOUND TREATMENT CENTER
ADMINISTRATIVE EQUIPMENT FOR THE CENTER

[See attached]

EXHIBIT C
TO
STRATEGIC ALLIANCE AGREEMENT
FOR INTEGRATED DISEASE MANAGEMENT/WOUND TREATMENT CENTER
SUPPLIES/ INSTRUMENTS

[See attached]

EXHIBIT B
CAPITAL EQUIPMENT

Item #	Item Required in	Item description	Recommended Quantity	Other Specifics	Notes	Hospital Specific
1	HBO Room	PAHI CHAMBERS & ACCESSORIES PAH-S1 32" Diameter Monoplace Hyperbaric Chamber (**all inclusive--see below for specifics) **PAH! All inclusive includes: • 32" Diameter 3 ATA Monoplace Hyperbaric Chamber + Swing Arm Panel • Flexible Stainless Steel Supply Hoses for Oxygen and Air connections • Exhaust Hose and Piping Adapters • Capability to Pressurize with Air or Oxygen • Built-In Air Break Breathing System (non-rebreather mask not included) • Patented Re-Directional Supply Gas Flow System • Pneumatically Controlled Operation System • Redundant Manual Pressurization/Depressurization System • Right or Left Opening Door (available at time of order) • "3D Brand" Gauges for Set Pressure and Ambient Chamber Pressure • Emergency Decompression Control • Patented Dual Safety Door Lock Mechanism • Door Open, Automatic-Mute Audio Control • Door Closed, Automatic Gas Ventilation Supply • Dual Adjustable Patient Cooling Vents • Patient Alert Button • PAH-S1 Use and Operation Manual • Installation and Training on Use of Equipment • Scheduled Annual Maintenance Service for First Two Years • Two Year Warranty on all Parts • Rapid Response Customer Service No Charge/ 2 Wide Dished Bed with Adjustable Height Backrest (one per chamber) No Charge/ 2 Deluxe Hyperbaric Comfort Mattress (one per chamber) No Charge/ 2 Digital Oxygen Analyzer (one per chamber) No Charge/ 2 19" Flat Panel LCD Video Monitor with External AV In and Output (one per chamber) No Charge/ 2 Computer Adaptable Data Logger (one per chamber) No Charge/ 2 Patient Grounding Strap (one per chamber) No Charge/ 2 Internal/External Communication System with External Audio Input (per chamber) No Charge/ 2 Integrated Environmental Gas Cooling System ("For Chiller") (one per chamber) No Charge/ 2 TCOM Thru-Hull Penetrator and Adapter (one per chamber) No Charge/ 4 Standard Thru-Hull IV Penetrators and Plug Assemblies (two per chamber) No Charge/ 2 7/8" Thru-Hull Penetrator Reserved for NIBP (one per chamber) No Charge/ 2 Thru-Hull Penetrator Reserved for Custom Application (one per chamber)	2	Hospital Specific		Hospital Specific
2						
3	HBO Room	TcPO2 and HBO -Hose Connector, reusable -02 reservoir bag, Disposable 100% latex-free breathing bag -Reusable non-rebreathing tee -Reusable Tee adapter -Mask anesthesia med clear comfort Adult (air break) -Filter bacterial (air break)	2	King Systems Model 1065 (Adult Large) 50/case (317) 776-6823 Distributed by Cardinal, Owens & Minor, McKesson	HBO Room	Case Per Center

**EXHIBIT B
CAPITAL EQUIPMENT**

Item #	Item Required In	Item description	Recommended Quantity	Other Specifics	Notes	Hospital Specific
4	HBO Room	Smoke Hood (PAHI Chamber)	1		1 Per Chamber	
PERRY CHAMBERS & ACCESSORIES						
1	HBO Room	The Sigma 34 has a larger 34" diameter clear acrylic cylinder which allows patient's upper torso to be elevated up to 25 degrees. (see below for specifics)	2	Hospital Specific		Hospital Specific
2		The Sigma 34--each chamber includes: -Wide hydraulic adjustable-height patient transfer gurney with stretcher and mattress; standard mattress cushion is extra thick for maximum comfort; stretcher back support can be adjusted from full upright to full recline position; handrail assembly. -Right-hand door configuration is standard. Alternate configuration available if specified on Purchase Order. -Perry IV penetrator and plug assembly that provides through-hull interface for intravenous drug/fluid delivery. -Patient air break mask assembly provides the means to supply Medical Air to the patient for short-term air breathing; demand valve, penetrator fittings, internal and external hose, and two (2) disposable masks. -Cable assembly and penetrator to transcutaneous monitor; provides connection path from Tcp02 monitor to chamber and chamber to patient monitor cable. Penetrator is constructed to accept the standard monitor extension cables. -Sigma 34 Tool Kit (includes 1 Tool Box, ohmmeter and extension with 1 small clamp; small 1 screwdriver 4 in 1 Allen key set, 1 adjustable wrench 6", 1 adjustable wrench 12", 1 brass bush, 1 lip seal) -Patient entertainment system which consists of a 20" LCD Flat Panel Video w/ DVD Player; the rod universal mounting bracket and all cables/ adapters and installation instructions -Armrest assembly -Chamber cover -Hyperbaric pillow -Wedge cushion -Air regulator -Case of adult breathing masks -Paral C smoke hood with wall mount				

EXHIBIT B
CAPITAL EQUIPMENT

[illegible]

**EXHIBIT B
CAPITAL EQUIPMENT**

Item #	Item Required In	Item description	Recommended Quantity	Other Specifics	Notes	Hospital Specific
1	General Facility	Treatment Room Procedure chair * * Option to substitute one stretcher for one chair – or to purchase from other vendors	2	Stryker Procedure 5050 ** (800) 327-0770 Symphony Medical FS-APC2-2000 (804) 355-2113 Electro Medical Equipment Podiatry Chair Model ST0565 (800) 235-2952	**Must order with optional feature independent leg articulation when placing Stryker order. * Symphony's Hausted APC 2000 multi-position & stretcher	1 Per Treatment Room 1 for HBO Room

**EXHIBIT B
EQUIPMENT**

Item #	Equipment Category	Item Requisition	Item Description (Equipment)	Quantity	Quantity/Unit	Notes
1	General Facility	Center	Blood Pressure cuffs, regular and extra large (electronic blood pressure cuffs with interchangeable cuff sizes)	2	Per Center	
2	General Facility	Center	Stethoscope, 28" tube	2	Per Center	28" tube
3	General Facility	Center	Doppler, bi-directional 5 and 8mhz probe	1	Per Center	
4	General Facility	Center	Dressing/Instrument Cart	1	Per Center	Intended for use during clinic to keep sharps/pharm locked up to meet facility's specific needs (must be lockable)
5	General Facility	Center	Linen Cart - Covered	1	Per Center	If needed - Hospital preference, to meet facility's specific needs
6	General Facility	Center	Oto-ophthalmoscope (with additional ear speculum)	1	Per Center	Set with heads
7	General Facility	Center	Emergency eye wash station	1	Per Center	Per hospital policy.
8	General Facility	Center	Refrigerator - regular	1	Per Center	If staff room available
9	General Facility	Center	Step stool with handrail	TBD	1 Per HBO Room + 1 Per Treatment Room	For patient use (one HBO, one wound care)
10	General Facility	Center	Wheelchair extra wide w/ detachable foot & arms	1	Per Center	
11	General Facility	HBO Room + Treatment Room	Glove dispenser for regular gloves	TBD	2 Per HBO Room + 3 Per Treatment Room	Per Hospital practice
12	General Facility	HBO Room + Treatment Room	Sharps Container - wall mounted	TBD	1 Per HBO Room + 1 Per Treatment Room	Wall mounted
13	General Facility	Treatment Room	Treatment room signals	1	Per Treatment Room	6 flags set and room numbering system
14	General Facility	HBO Room + Treatment Room	Waste container, biohazard, covered	TBD	1 Per HBO Room + 1 Per Treatment Room	Size per hospital policy on disposal of biohazard; per OSHA infection control requirements
15	General Facility	HBO Room + Treatment Room	Waste container, regular, step, covered (open not allowed)	TBD	1 Per HBO Room + 1 Per Treatment Room	Regular, step, covered, per OSHA
16	General Facility	Treatment Room	Clothes hooks, door mount	TBD	Per Treatment Room	Door mount
17	General Facility	Treatment Room	Door numbers (1, 2, 3, 4) etc.	1	Total for All Treatments Rooms	Used to number the treatment rooms
18	General Facility	Treatment Room	Exam Light w /base and casters	1	Total for All Treatments Rooms	
19	General Facility	Treatment Room	Mayo stand w/casters	1	Total for All Treatments Rooms	18" x 21", chrome
20	General Facility	Treatment Room	Semmes-Weinstein monofilament 10g (disposable)	1	Total for All Treatments Rooms	
21	General Facility	Center	Latchable or transport tray/box for soiled instruments	2	Per Center	Per hospital policy

EXHIBIT B EQUIPMENT

Item #	Equipment Category	Item Required In	Item Description (Equipment)	Quantity	Quantity Unit	Notes
22	General Facility	Center	Shoehorn	1	Per Center	Optional back rest available
23	General Facility	Treatment Room	Stool, exam, airflit, casters	1	Per Treatment Room	Hospital preference - for TcPO2 and supplies
24	General Facility	Center	Utility cart, stainless, small 3-tier	3	Per Center	With stand or straps
25	HBO	HBO Room	Air H Cylinder with stand or straps	2	Per HBO Room	
26	HBO	HBO Room	Glucometer & supplies	1	Per HBO Room	
27	HBO	HBO Room	Electrodes - grounding wire	1	Per HBO Room	in package quantity
28	Housekeeping	HBO Room	Privacy Curtain/Screen between chambers and around TcPO2 area	1	Per HBO Room	If needed
29	General Facility	Center	Transfer equipment (slide board and walker)	1	Per Center	Per Hospital requirement
30	Instruments	Center	Cautery Pen Hi-Temp Fine Tip	2	Per Center	Must be stored in locked cabinet
31	Instruments	Center	Hammer Percussion	1	Per Center	If requested by DPM
32	Instruments	Center	Nail Nippers: 5.5"	2	Per Center	If requested by DPM
33	Instruments	Center	Nail Nippers: 4.5"	2	Per Center	If requested by DPM
34	Instruments	Center	Nail Splitter - 5" Narrow - Straight	1	Per Center	If requested by DPM
35	Instruments	Center	Needle Holder - Webster 5"	4	Per Center	
36	Instruments	Center	Probe Pratt 5 1/2" - Straight Shaft	4	Per Center	Per Physician request
37	Instruments	Center	Ronguer - 6" 3mm Straight	2	Per Center	Per Physician request
38	Instruments	Center	Ronguer - 6" curved 3mm	2	Per Center	Per Physician request
39	Instruments	Center	Ronguer - 7 1/4" 5 mm curved	2	Per Center	If requested by DPM
40	Instruments	Center	Tissue Nippers 5"	1	Per Center	If requested by DPM
41	Instruments	Center	Tuning Fork C-128 Alloy	1	Per Center	If requested by DPM
42	Instruments	HBO Room + Treatment Room	Scissors - Bandage Scissors	TBD	2 Per HBO Room + 2 Per Treatment Room	Per Infection Control approval; disposable option preferred
43	Instruments	Treatment Room	Curette 6" - #0	4	Total for All Treatments Rooms	Get physician preference; disposable option preferred
44	Instruments	Treatment Room	Curette 6" - #3	4	Total for All Treatments Rooms	Get physician preference; disposable option preferred
45	Instruments	Treatment Room	Curette 6" - #7	4	Total for All Treatments Rooms	Get physician preference; disposable option preferred
46	Instruments	Treatment Room	Forceps - Adson with teeth	4	Total for All Treatments Rooms	Disposable option preferred
47	Instruments	Treatment Room	Forceps - Adson without teeth	3	Total for All Treatments Rooms	Disposable option preferred
48	Instruments	Treatment Room	Scissors - Iris Curved	6	Total for All Treatments Rooms	Disposable option preferred
49	Instruments	Treatment Room	Scissors - Iris Straight	6	Total for All Treatments Rooms	Disposable option preferred

EXHIBIT B
EQUIPMENT

Item#	Equipment Category	Item Required In	Item Description (Equipment)	Quantity	Quantity/Unit	Notes
IF THE CENTER HAS PAID CHAMBERS, DO NOT ORDER BELOW ITEMS						
50	HBO	HBO Room	TV with DVD/CR	2	Per HBO Room	With direct front audio output capabilities built-in and wall mount
51	HBO	HBO Room	Regular Pillow 14x20	2	Per HBO Room	
52	HBO	HBO Room	Wedge Pillow 20x30x7	2	Per HBO Room	
53	HBO	HBO Room	Air Regulator for H Cylinder	2	Per HBO Room	Order from RC Medical, Inc. or Western Medical
54	HBO	HBO Room	Adult Face Mask with adjustable air cushions (case)	1	Per HBO Room	With adjustable air cushions
55	HBO	HBO Room	Digital Timer	2	Per HBO Room	Additional purchase for chamber
56	General Purpose	HBO Room	Hyperbaric Chamber Disinfectants	1	Per HBO Room (gallon - case)	Only those cleaners approved by the chamber manufacturer will be used inside of the hyperbaric chamber to prevent damage to the acrylic hull of the chamber.
56	HBO	HBO Room	Chamber Ground Test Kit	1	Per HBO Room	Additional purchase for chamber International ATMO 414 Navarro, Suite 502 San Antonio TX 78205 Phone 210 614-3688 Fax 210-223-4864

**EXHIBIT B
ADMINISTRATIVE ITEMS**

Item #	ADMINISTRATIVE LIST	Bus Off	HBO Tech	MD Work Area	Nursing Station	Nurse Mgr Off	Treatment Room	WHC Director	Waiting Area	TOTAL
1	Allergy Stickers	1 roll								1
2	Avery Labels #5160	1 box								1
3	Avery Labels #6490	1 box								1
4	Cabinet – Office Supplies	1								1
5	Chair - Visitor (4 - 10)			1		1	0	2		4
6	Chair w/arms and wheels	1	1	1	2	1		1		7
7	Desk/Workstation (fit to space 6 - 8)	1	1	1	1 per RN	1		1		6 +
8	File Cabinet – 4 Drawer Lateral	1						1		2
9	File Cabinet – 2 Drawer Lateral	1	1	1		1		1		6
10	Cabinetry, file space and workstations to be ordered as indicated by space.									TBD
11	Chairs w/arms – large (Qty varies w/size of waiting room)								Approx 10	10
12	Chairs for waiting room, visitor chairs for treatment rooms and office chairs for workstations. (Quantity varies by center)									TBD
13	Chart Binders	100								100
14	Chart Carts – 2 Shelves	1	1		1					3
15	Chart Dividers Pre-Printed	100								100
16	Chart Racks – Wall / Door - 4 Pocket set (4 to 6) (Qty as needed).									TBD
17	Facsimile Machine – Multifunctional	1			1					2
18	Fax line	1			1					2
19	Paper Shredder – per Hospital policy	1								1
20	Physician dictation system – per Hospital policy			1						1
21	Side Tables for waiting room								2	2
22	Telephone–main line plus (3) rollover lines with voicemail	2	1	1	3	1		1		9
23	TV								1	1

RECOMMENDED ADDITIONAL ITEMS / REFERENCE BOOKS:

- 1 Label maker
- 1 Nursing Drug Book
- 1 Physician Drug Reference Book (PDR)
- 1 CPT Code Book
- 1 ICD9 Book

**EXHIBIT B
IS EQUIPMENT**

Item #	INFORMATION SYSTEM/LIST	HBO Tech	Nurse Mgr. Office	Nursing Station	Office Coord.	Program Director	TOTAL
1	Scanner if the Hospital uses for medical records (according to Hospital IS requirements)						1
2	Computers Minimum of 5 needed – see requirements below (if hospital is electronic medical record, more will be needed – 1 Physician COWS (computer on wheels station) or desk-top station.	1	1	1	1	1	5
3	Camera 2.1 mega-pixel or better with extra 32mb Smart Media			1			1
4	Battery(s) Rechargeable batteries for the camera with battery charger						1
5	Printers Minimum of 3 needed – see printer notes below	1 Color Laser for National Outcome Tracking System Reports	1 Inkjet - Network (optional)	1 Inkjet Network (optional)	1 Laserjet Network	1 Color Inkjet	3

NOTE: Physician computer may be required per Hospital practice.

OTHER MATERIALS: Strip and surge protector (3 per Center) with 3-prong multi-plug

COMPUTER REQUIREMENTS:

Pentium IV or faster
512 MB RAM
10GB IDE disk or greater
10/100 Network card
17" SVGA Color Monitor
HP Photo smart Printer (Capability to accept 8.5 X 11 inch paper)
Windows XP Professional
Microsoft Office 2003 (Publisher)

PRINTER NOTES:

The color printer is to be used for hard copies of wound photographs, presentations, National Outcome Tracking System, and other documents.

CAMERA NOTES:

Olympus Camera with Software is recommended.
Camera must be able to take 1024 x 768 resolution digital pictures.
Camera must have a USB interface for connection to HBO Tech Computer.
Pictures with too high a resolution may not work with the National Outcome Tracking System.

GENERAL NOTES:

Hospital shall provide computer equipment and network/Internet access as appropriate and consistent with Center. Personnel's specified activities, which may include administrative activities, performance/quality monitoring and reporting of clinical documentation. Such equipment may include desktop, laptop and mobile computing devices, printers, scanners as completed by the foregoing.

EXHIBIT C CLINIC SUPPLIES

Item #	Supply Category	Item Required In	Item Description (Supply)	Quantity	Quantity Unit	Notes
1	Clean Utility Room	Center	Metal or wire shelving unit(s).	1	Per Center	# dependent upon room size. May need more
2	Compression	Treatment Room	Ace Bandage - 4"	6	Per Treatment Room	
3	Compression	Treatment Room	Coban - 4"	6	Per Treatment Room	
4	Compression	Center	Multi-layered compression bandage system	36	Per Center	
5	Compression	Center	Tubular compression bandage - size D	3	Per Center (box)	
6	Compression	Center	Tubular compression bandage - size F	3	Per Center (box)	
7	Dressing	Treatment Room	Adhesive Wound Closure Strips - 1/4"	5	Per Treatment Room (pkg)	
8	Dressing	Treatment Room	Adhesive Wound Closure Strips - 1/2"	5	Per Treatment Room (pkg)	
9	Dressing	Center	Hydrogel - Amorphous (30 gm)	2	Per Center	
10	Dressing	Treatment Room	Calcium Alginate Rope	5	Per Treatment Room	
11	Dressing	Treatment Room	Hydrocolloid (consider an ultrathin hydrocolloid for NPWT)	5	Per Treatment Room	
12	Dressing	Treatment Room	Petroleum Gauze 3"x9" plain and Bismuth	5	Per Treatment Room	
13	Dressing	Treatment Room	Gauze Sponge Non-Sterile 2X2 Bulk pack	5	Per Treatment Room	
14	Dressing	Treatment Room	Gauze Sponge Non-Sterile 4x4 Bulk pack	5	Per Treatment Room	
15	Dressing	Treatment Room	Gauze Sponge, sterile 4x4, 10 pack	5	Per Treatment Room	
16	Dressing	Treatment Room	Hypocalgic Cloth Tape 2" x 10 yd	5	Per Treatment Room	
17	Dressing	Treatment Room	Paper Tape 2"	5	Per Treatment Room	
18	Dressing	Treatment Room	Melix Tape 4"	5	Per Treatment Room	
19	Dressing	Treatment Room	Plain Packing Strip 1/4" x 5 yards	3	Per Treatment Room	
20	Dressing	Treatment Room	Stretch Roll Gauze - 2"	5	Per Treatment Room	
21	Dressing	Treatment Room	Stretch Roll Gauze - 4"	5	Per Treatment Room	
22	Dressing	Center	Normal Saline	3	Per Center	
23	Dressing	Treatment Room	Non-Alcohol Skin Preparation Product	3	Per Treatment Room (box)	Wipes or bottle, but not both
24	Dressing	Center	Tincture of Benzoin	1	Per Center (box)	
25	Dressing	Center	Tube-Bandage Elastic Net 25 yds - #8	2	Per Center (box)	
26	Dressing	Center	Tube-Bandage Elastic Net 25 yds - #10	2	Per Center (box)	
27	Dressing	Treatment Room	MMP inhibitor with silver (Prisma)	3	Per Treatment Room (box)	
28	Dressing	Treatment Room	MMP inhibitor without silver (Promogran)	3	Per Treatment Room (box)	
29	Dressing	Treatment Room	Hydrogel - Amorphous (unit dose)	5	Per Treatment Room (box)	
30	Dressing	Treatment Room	Collagen Alginate Dressing	5	Per Treatment Room (box)	
31	Dressing	Treatment Room	Sterile Foam 4x4 or comparable	3	Per Treatment Room (box)	
32	Dressing	Treatment Room	Transparent Film Dressing	5	Per Treatment Room (box)	
33	Dressing	Treatment Room	Silver Dressings - Gel	3	Per Treatment Room (box)	
34	Dressing	Treatment Room	Silver Dressings - Foam	3	Per Treatment Room (box)	
35	Dressing	Treatment Room	Non Adherent Contact layer 3x8	3	Per Treatment Room (box)	
36	Dressing	Treatment Room	Adaptic (non-adherent dressing)	3	Per Treatment Room (box)	
37	Dressing	Treatment Room	Dressing combined 8x10 ABD	5	Per Treatment Room (box)	
38	Dressing	Treatment Room	Saline Bullet (30 ml)	3	Per Treatment Room (box)	
39	Dressing	Treatment Room	Kerlix Non Stretch Roll Gauze	3	Per Treatment Room (box)	
40	General Purpose	Center	Nair (any hair removal product)	2	Per Center	

EXHIBIT C CLINIC SUPPLIES

Item #	Supply Category	Item/Required In	Item Description (Supply)	Quantity	Quantity Unit	Notes
41	General Purpose	Treatment Room	Alcohol Prep 2 Ply Med	3	Per Treatment Room	
42	General Purpose	HBO Room	Denture Cups	6	Per HBO Room	
43	General Purpose	HBO Room + Treatment Room	Belongings Sacks	TBD	10 Per HBO Room + 10 Per Treatment Room	
44	General Purpose	HBO Room	Bedpans - Disposable	5	Per HBO Room	
45	General Purpose	Center	Urinal Male Plastic	5	Per Center	
46	General Purpose	Treatment Room	Gentian Violet Pens	1	Per Treatment Room	Skin Marker
47	General Purpose	Center	Gloves Non sterile - Small	1	Per Center (1 case)	Sizes per physician/staff preference
48	General Purpose	Center	Gloves Non sterile - Medium	1	Per Center (1 case)	Sizes per physician/staff preference
49	General Purpose	Center	Gloves Non sterile - Large	1	Per Center (1 case)	Sizes per physician/staff preference
50	General Purpose	HBO Room	Peri-wash bottles for patient drinking water	20	Per HBO Room (bottles)	
51	General Purpose	Center	Shoe Cover Vinyl Non-Skid PR	2	Per Center (box)	
52	General Purpose	Center	Surgical Scrub Brush	1	Per Center (box)	
53	General Purpose	Center	Sutures (physician preference)	3	Per Center (box)	Obtain from Central Supply as needed. Must be stored in locked cabinet.
54	General Purpose	Center	Hypodermic Needle 18g x 1"	1	Per Center (box)	Must be stored in locked cabinet.
55	General Purpose	Center	Hypodermic Needle 26g x 1 1/4"	1	Per Center (box)	Must be stored in locked cabinet.
56	General Purpose	Center	Hypodermic Needle 25 or 27g x 5/8"	1	Per Center (box)	Must be stored in locked cabinet.
57	General Purpose	Center	Mask Fluid w/Map Visor 25	1	Per Center (box)	
58	General Purpose	Center	Mask Fluid-Resist Tie-On	1	Per Center (box)	
59	General Purpose	Center	PVP Swab Stick Single	1	Per Center (box)	
60	General Purpose	Treatment Room	Sterile foam tipped applicators (need for centimeter markings on plastic handle - Puritan Medical)	3	Per Treatment Room (box)	Plastic preferred
61	General Purpose	Treatment Room	Sterile Tongue Depressor	3	Per Treatment Room (box)	
62	General Purpose	Center	Syringes 35 cc	1	Per Center (1 case)	
63	General Purpose	Center	Syringes 10cc	1	Per Center (1 case)	
64	General Purpose	Center	Syringes 5cc	1	Per Center (1 case)	
65	General Purpose	Treatment Room	Measuring Tapes 91cm paper	1	Per Treatment Room (pad)	
66	General Purpose	Treatment Room	Wound Measuring Tapes 20cm paper	1	Per Treatment Room (pad)	
67	General Purpose	Center	Plastic Medicine Cups	1	Per Center (sleeve)	
68	Housekeeping	HBO Room + Treatment Room	Skin Care Products (skin cleanser - present formulary)	TBD	1 Per HBO Room + 3 Per Treatment Room	
69	Housekeeping	HBO Room + Treatment Room	Skin Care Products (skin lotion - present formulary)	TBD	1 Per HBO Room + 3 Per Treatment Room	
70	Housekeeping	HBO Room + Treatment Room	Skin Care Products (skin barrier - present formulary)	TBD	1 Per HBO Room + 3 Per Treatment Room	
71	Housekeeping	HBO Room	Spray containers for disinfectants	2	Per HBO Room	Per Hospital Policy - 32 oz preferred

EXHIBIT C. CLINIC SUPPLIES

Item #	Supply Category	Item Required In	Item Description (Supply)	Quantity	Quantity Unit	Notes
72	Housekeeping	HBO Room + Treatment Room	Treatment Room Disinfectant Wipes	TBD	1 Per HBO Room + 3 Per Treatment Room	
73	Housekeeping	HBO Room + Treatment Room	Antimicrobial hand rinse pumps / rinse	TBD	3 Per HBO Room + 3 Per Treatment Room	
74	Housekeeping	Treatment Room	Treatment Room Disinfectant	5	Treatment Room	Per Hospital Policy
75	Housekeeping	HBO Room + Treatment Room	Paper Towel dispenser	TBD	1 Per HBO Room + 1 Per Treatment Room	
76	Housekeeping	HBO Room + Treatment Room	Plastic bags for regular and bio waste	TBD	2 Per HBO Room + 2 Treatment Room	For regular and bio-waste
77	Housekeeping	HBO Room + Treatment Room	Soap for dispenser	TBD	1 Per HBO Room + 1 Per Treatment Room	
78	Housekeeping	HBO Room + Treatment Room	Soap dispenser, foot or hand pump w/ soap	TBD	1 Per HBO Room + 1 Per Treatment Room	Or per local contract
79	Housekeeping	Center	Hamper, linen with bags, 18"	2	Per Center	Per OSHA - 1 for HBO, 1 for WC (Dependent upon hospital policy, 1 per HBO Room + Treatment Room.)
80	Housekeeping	Treatment Room	Pillow, poly	3	Per Treatment Room	Poly 20 x 26
81	Instruments-Disposable	HBO Room + Treatment Room	Suture Removal Tray	TBD	2 Per HBO Room + 3 Per Treatment Room	
82	Instruments-Disposable	Treatment Room	Staple Remover	5	Per treatment Room	
83	Instruments-Disposable	HBO Room + Treatment Room	Scalpel Sterile Disposable - #10	TBD	2 Per HBO Room + 2 Per Treatment Room (boxes)	Must be stored in locked cabinet.
84	Instruments-Disposable	HBO Room + Treatment Room	Scalpel Sterile Disposable - #11	TBD	2 Per HBO Room + 2 Per Treatment Room (boxes)	Must be stored in locked cabinet.
85	Instruments-Disposable (boxes)	HBO Room + Treatment Room	Scalpel Sterile Disposable - #15	TBD	2 Per HBO Room + 2 Per Treatment Room	Must be stored in locked cabinet.
86	Laboratory	Treatment Room	Specimen jar & Formaldehyde + Formaldehyde Labels	9	Per Treatment Room	Must be stored in locked cabinet.
87	Laboratory	Treatment Room	Sterile specimen jar	9	Per Treatment Room	
88	Laboratory	Center	Biopsy Punch Dispose 5mm	2	Per Center (box)	Must be stored in locked cabinet.
89	Laboratory	Center	Aerobic culturettes	1	Per Center (pack)	
90	Laboratory	Center	Anaerobic culturettes	1	Per Center (pack)	
91	Linens	Treatment Room	Gown Impery Elias Cuff - Disposable	14	Per Treatment Room	Label for HBO only.
92	Linens	Treatment Room	Draw Sheets	15	Per Treatment Room	
93	Linens	Treatment Room	Towels	15	Per Treatment Room	
94	Linens	Treatment Room	Wascloths	15	Per Treatment Room	
95	Linens	Center	Gowns - NFPA 99, Chapter 20 (100% Cotton)	48	Per Center	Label for HBO only
96	Linens	Center	Sheets - NFPA 99, Chapter 20 (100% Cotton)	48	Per Center	
97	Linens	Center	Pillow Cases - NFPA 99, Chapter 20 (100% Cotton)	48	Per Center	
98	Linens	Center	Blankets - NFPA 99, Chapter 20 (100% Cotton)	48	Per Center	
99	Nutritional Svcs	Center	Orange Juice 4 oz	12	Per Center	
100	Nutritional Svcs	Center	Apple Juice 4 oz	12	Per Center	
101	Nutritional Svcs	Center	Cranberry Juice 4 oz	12	Per Center	

EXHIBIT C
CLINIC SUPPLIES

as of 04/16/10

Item #	Supply Category	Item/Required In	Item Description (Supply)	Quantity	Quantity	Unit	Notes
102	Nutritional Svcs	Center	Grape Juice 4 oz	12		Per Center	
103	Nutritional Svcs	Center	Liquid Nutritional Supplement (diabetic)	12		Per Center	
104	Nutritional Svcs	Center	Milk	12		Per Center	
105	Nutritional Svcs	Center	Creamers	12		Per Center	
106	Nutritional Svcs	Center	Graham Crackers	24		Per Center	
107	Nutritional Svcs	Center	Saltines - salt free	24		Per Center	
108	Nutritional Svcs	Center	Peanut Butter	12		Per Center	
109	Personal Care	Treatment Room	Tissue	5		Per Treatment Room	
110	Personal Care	Treatment Room	Wash basin	4		Per Treatment Room	
111	Personal Care	Treatment Room	Underpad, Poly 17 x 24	40		Per Treatment Room (pack)	Hospital preference
112	Pharmaceutical	Treatment Room	Cadexomer Iodine, gel or pad	2		Per Treatment Room	IODOSORB (Smith and Nephew)
113	Pharmaceutical	Treatment Room	Collagenase	2		Per Treatment Room	
114	Pharmaceutical	Treatment Room	Bleeding control agent such as Gel form, Surgical or Laceration/Skin Tear Powder	2		Per Treatment Room	
115	Pharmaceutical	Center	Lidocaine 1% with EPI	1		Per Center	
116	Pharmaceutical	Treatment Room	Lidocaine gel 2% (unit dose or multi-dose)	2		Per Treatment Room	
117	Pharmaceutical	Treatment Room	Topical Lidocaine liquid 4%	2		Per Treatment Room	
118	Pharmaceutical	Treatment Room	Benzocaine 20% spray	2		Per Treatment Room	
119	Pharmaceutical	Center	Steroid Cream (mid to high potency)	2		Per Center	
120	Pharmaceutical	Treatment Room	Antifungal cream	2		Per Treatment Room	

(Part 6) Pg 48 of 62

Exhibit "B"

BUSINESS ASSOCIATE AGREEMENT

Sound Shore Health System, Inc. d/b/a
Mount Vernon Hospital
~~Sound Shore Medical Center of Westchester~~

and

National Wound Care & Hyperbaric Services, Inc.

This Business Associate Agreement ("BAA") effective on the last signature date below, is entered into by and between ~~National Wound Care & Hyperbaric Services, Inc.~~ ("Company") and Sound Shore Medical Center of Westchester ("Covered Entity").

1. BACKGROUND AND PURPOSE. The Parties have entered into, and may in the future enter into, one or more written agreements, that require Company to be provided with, to have access to, and/or to create Protected Health Information (the "Underlying Contract(s)"), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. parts 160 and 164 ("HIPAA Regulations"). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to Company's Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. Company acknowledges that effective January 1, 2010, as a business associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).

2. DEFINITIONS. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Company received from or created or received on behalf of Covered Entity as Covered Entity's Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Company's workforce, not Covered Entity's workforce, in relation to the protection of that information.

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

3.1. Obligations of Company. With regard to its Use and/or Disclosure of PHI, Company agrees to:

a. not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law. [§ 164.504 (e)(2)(ii)(A)] Effective January 1, 2010, Company may Use and Disclose Protected Health Information only if its Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.

b. use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. [§ 164.504 (e)(2)(ii)(B)]

c. report to Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which Company becomes aware. [§ 164.504 (e)(2)(ii)(C)]

d. ensure that any agents and subcontractors to whom it provides PHI received from, or created or received by Company on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this BAA to Company with respect to such information. [§ 164.504 (e)(2)(ii)(D)]

e. within twenty (20) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI in Company's possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(E)] In the event any individual requests access to PHI directly from Company, Company shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.

f. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("Privacy Rule") in the event that the PHI in Company's possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(F)]

g. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [§ 164.504 (e)(2)(ii)(G)] Company shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the individual's request for an accounting. In the event the request for an accounting is delivered directly to Company, Company shall within seven (7) business days forward such request to the Covered Entity.

h. make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy Rule. [§ 164.504 (e)(2)(ii)(H)]

i. upon the expiration or termination of an Underlying Contract, return to Covered Entity or destroy all PHI, including such information in possession of Company's subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, Company agrees to extend all protections, limitations and restrictions contained in this BAA to Company's Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract. [§ 164.504 (e)(2)(ii)(I)]

j. use reasonable commercial efforts to mitigate any harmful effect that is known to Company of a Use or Disclosure of PHI by Company in violation of the requirements of this BAA.

k. implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). [§ 164.314 (a)(2)(i)(A)]

l. ensure that any agent and subcontractor to whom Company provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI. [§ 164.314 (a)(2)(i)(B)]

m. report promptly to Covered Entity any successful Security Incident of which Company becomes aware [§ 164.314 (a)(2)(i)(C)]; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting ePHI, such report to Covered Entity will be made available upon written request.

n. make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Security Rule. [68 Fed. Reg. 8334,8359]

o. Effective January 1, 2010, if Company accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH Sec. 4402(h)(1)), it shall, following the discovery of a breach of such information, notify the Covered Entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Company to have been accessed, acquired, or disclosed during such breach. [HITECH Sec. 4402 (b)]

3.2. Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, Company may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, Company may:

- a. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Company [§ 164.504 (e)(4)(i)];
- b. Disclose the PHI in its possession to a third party for the purpose of Company's proper management and administration or to carry out the legal responsibilities of Company, provided that the Disclosures are Required By Law or Company obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§ 164.504 (e)(4)(ii)];
- c. provide Data Aggregation services relating to the Health Care Operations of the Covered Entity [§ 164.504 (e)(2)(i)(B)]; and
- d. de-identify any and all PHI obtained by Company under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule. [§ 164.502 (d)(1)]

3.3. Obligations of Covered Entity. Covered Entity agrees to timely notify Company, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by Company under this BAA.

4. TERMINATION BY COVERED ENTITY. Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Company, the Covered Entity shall provide Company with written notice of such breach in sufficient detail to enable Company to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the Underlying Contract associated with such breach if, after Covered Entity provides the notice to Company, Company fails to cure the breach within a reasonable time period not less than thirty (30) days specified by Covered Entity in such notice; provided, however, that such time period specified by Covered Entity shall be based on the nature of the breach involved. [§§ 164.504 (e)(1)(ii)(A), (B) & 164.314 (a)(2)(i)(D)].

5. MISCELLANEOUS.

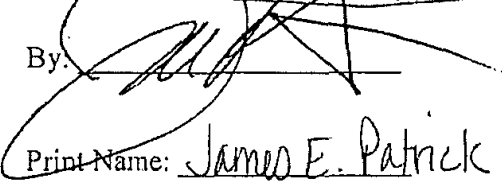
5.1. Interpretation. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

5.2. No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.3. Amendment. To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

~~National Wound Care + Hyperbaric Services Inc.~~
~~SOUND SHORE MEDICAL CENTER~~

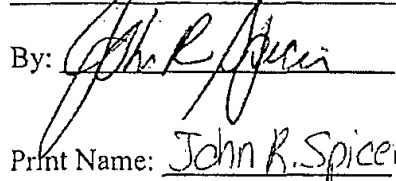
By: 

Print Name: James E. Patrick

Print Title: CEO

Date: 09/29/10

Sound Shore Medical Center

By: 

Print Name: John R. Spicer

Print Title: Chief Executive Officer

Date: 9/23/10

SCHEDULE 2.1
TO
STRATEGIC ALLIANCE AGREEMENT
FOR INTEGRATED DISEASE MANAGEMENT/WOUND TREATMENT CENTER

First Treatment Dates:

1. Wound Care First Treatment Date. April 26, 2011 is hereby designated as the date on which the first patient Wound Care Visit occurred at the Center (the "Wound Care First Treatment Date"), as determined in accordance with the provisions set forth in Paragraph 4 below.
2. HBO First Treatment Date. May 10, 2011 is hereby designated as the date on which the first patient HBO Treatment occurred at the Center (the "HBO First Treatment Date"), as determined in accordance with the provisions set forth in Paragraph 4 below.
3. Commencement Date. May 10, 2011 is hereby designated as the Commencement Date (the later of the Wound Care First Treatment Date and the HBO First Treatment Date, as defined in Section 1.1), for purposes (among others) of establishing the commencement of the Initial Term, as defined in Section 2.1.
4. Determination Process: Notwithstanding any provision in the Agreement to which this Schedule pertains seemingly to the contrary, Hospital acknowledges, by its execution of the Agreement, that the Wound Care First Treatment Date and the HBO First Treatment Date (collectively, the "Treatment Dates") shall be deemed to be definitively established by the generation of any patient medical record or billing encounter documentation for the above-described Center services. Once such documentation is generated, National shall complete the blank spaces in Paragraphs 1, 2 and 3 above and shall timely provide an executed copy of this Schedule 2.1 to Hospital, which shall have thirty (30) days to review the same and, barring any correction submitted by Hospital within such 30-day period (which correction, in any event, shall be subject to verification by National and memorialized in a corrected and executed Schedule 2.1), the foregoing Treatment Dates (or verified, corrected Treatment Date(s), as the case may be) will be binding on the Parties and shall automatically be integrated into the Agreement. The Parties will work cooperatively to resolve any correction submitted by Hospital. Notwithstanding the provisions of Section 10.2 to the contrary, submission of this Schedule 2.1, as completed (and any correction) in accordance with the foregoing, may be transmitted via U.S. Mail, facsimile or electronic mail (e-mail) to the Hospital contact specified in Section 10.2 or his/her designee.

The wound care and HBO Facility is located at:

The Beale Wound Treatment & Hyperbaric Center
12 North 7th Avenue
Mount Vernon, NY 10550

National Wound Care & Hyperbaric Services, Inc.

By: _____

Name: _____

Its: _____

Date: _____

James M. Tyler
Chief Operating Officer
May 13, 2011

SCHEDULE 4.2

TO
STRATEGIC ALLIANCE AGREEMENT
FOR INTEGRATED WOUND TREATMENT CENTER

Fees

In accordance with Section 4.2 of the Agreement, Hospital shall make the following payments to National:

- a. **Management Fee.** On a monthly basis, beginning on the actual date that clinical services are first provided at the Center (i.e., the Wound Care First Treatment Date or the HBO First Treatment Date, whichever occurs first), and continuing on a monthly basis thereafter, Hospital shall pay to National, within thirty (30) days of receipt of an invoice, an amount equal to Nine Thousand Five Hundred Dollars (\$9,500.00) as a Management Fee. On the second (2nd) anniversary of the Commencement Date, the Management Fee shall automatically increase to Nine Thousand Nine Hundred And Seventy Five Dollars (\$9,975.00). On the fourth (4th) anniversary of the Commencement Date and on an annual basis throughout the Term thereafter, the Management Fee shall automatically increase by an amount which is the lesser of (i) three percent (3%), or (ii) the increase in the Consumer Price Index for All Urban Consumers relative to the prior year (the "CPI-U").
- b. **HBO Treatment Fee.** On a monthly basis, beginning on the HBO First Treatment Date (as defined in Schedule 2.1), and continuing for a period of one hundred twenty (120) days, Hospital shall pay to National, within thirty (30) days after the receipt of invoice, an HBO Treatment Fee equal to Twenty Five Dollars (\$25.00) for each HBO Treatment occurring during such 120 day period, which HBO Treatment Fee shall automatically increase to Fifty Dollars (\$50.00) for each HBO Treatment occurring after such initial 120 day period. On the second (2nd) anniversary of the Commencement Date, the HBO Treatment Fee shall automatically increase to Fifty Three Dollars (\$53.00). On the fourth (4th) anniversary of the Commencement Date and on an annual basis throughout the Term thereafter, the HBO Treatment Fee shall automatically increase by an amount which is the lesser of (i) three percent (3%), or (ii) the CPI-U.
- c. **WCV Fee.** On a monthly basis, beginning on the Wound Care First Treatment Date (as defined in Schedule 2.1) and continuing for a period of one hundred twenty (120) days, Hospital shall pay to National, within thirty (30) days after receipt of invoice, a WCV Fee equal to Fifty Dollars (\$50.00) for each such Wound Care Visit occurring during such 120 day period, which WCV Fee shall automatically increase to One Hundred Dollars (\$100.00) for each Wound Care Visit occurring after such initial 120 day period. On the second (2nd) anniversary of the Commencement Date, the WCV Fee shall automatically increase to One Hundred Five Dollars (\$105.00). On the fourth (4th) anniversary of the Commencement Date and on an annual basis throughout the Term thereafter, the WCV Fee shall automatically increase by an amount which is the lesser of (i) three percent (3%), or (ii) the CPI-U.
- d. **Residual Value.** Hospital shall pay the Residual Value, if any, to National in accordance with Section 3.3.b.

Exhibit "C"

**FIRST AMENDMENT TO STRATEGIC ALLIANCE AGREEMENT FOR
INTEGRATED DISEASE MANAGEMENT/WOUND TREATMENT CENTER**

This First Amendment (this "Amendment") is effective as of April 1, 2011 (the "Effective Date"), by and between NATIONAL WOUND CARE & HYPERBARIC SERVICES, INC., a Delaware corporation ("National"), and MOUNT VERNON HOSPITAL, a New York not-for-profit corporation ("Hospital"). National and Hospital are sometimes otherwise referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, National and Hospital entered into that certain Strategic Alliance Agreement for Integrated Disease Management/Wound Treatment Center dated as of September 23, 2010 (the "Agreement"); and

WHEREAS, National and Hospital wish to amend the Agreement as hereinafter described;

NOW, THEREFORE, in exchange for the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

TERMS:

1. Recitals, Definitions. The foregoing Recitals are true and correct and, with any exhibits or other attachments hereto, are hereby incorporated by reference. Capitalized terms used but not otherwise defined or amended herein shall have the meanings ascribed to them in the Agreement.

2. Revised Exhibit "A". Exhibit "A" to the Agreement is hereby replaced with the attached revised Exhibit "A" amending the list of National Personnel by deleting the Office Coordinator position and adding such position to the list of Hospital Personnel, which revised Exhibit "A" shall be effective as the Effective Date hereof.

3. Revised Schedule 4.2. As a result of the amendment to Exhibit "A", Schedule 4.2 (Fees) is hereby replaced in its entirety with the attached revised Schedule 4.2 (reflecting a reduction in the Management Fee), which revised Schedule 4.2 shall be effective as of the Effective Date hereof.

4. Superseder. Except as otherwise specifically amended pursuant to the terms and conditions of this Amendment, all terms and conditions of the Agreement shall remain in full force and effect in accordance therewith. In the event of a conflict between the provisions of the Agreement and the provisions of this Amendment, the terms and conditions of this Amendment shall control and supersede. The terms of this Amendment are hereby incorporated into the Agreement as of the Effective Date hereof.

5. Counterparts, Electronic Signatures. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Electronically provided signatures, such as scanned, imaged or "PDF" versions of originals, facsimile (whether telephonic, computer-based or other method of transmittal), photocopies or other similarly duplicated, reproduced or transmitted accurate record of original signatures shall be equivalent to original, full handwritten signatures and any other pen marking method of executing this Amendment.

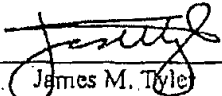
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TMVH Administration

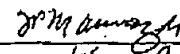
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective as of the Effective Date.

NATIONAL WOUND CARE &
HYPERBARIC SERVICES, INC.

MOUNT VERNON HOSPITAL

By: 

James M. Tyle
Chief Operating Officer

By: 

Name: John P. Romanowski
Title: Senior Vice President

Date: 5/11/2011Date: May 5, 2011

EXHIBIT A (TO FIRST AMENDMENT)- CENTER PERSONNEL

**WOUND CARE/HYPERBARIC MEDICINE
CENTER PERSONNEL***

[revised to be effective April 1, 2011]

Hospital Personnel*

(1) Registered Nurse (RN)
(1) Hyperbaric Technician
(1) Office Coordinator

National Personnel

(1) Program Director
(1) Clinical Nurse Manager

* Hospital Personnel shall be adjusted as patient volumes increase on an as-needed basis as contemplated below.

II. Additional Hospital Personnel

At the following Wound Care Visit benchmarks, Hospital shall add nursing support as follows:

- At 200 Wound Care Visits per month – an RN or LPN added to Hospital Personnel.
- At each additional 100 Wound Care Visits per month – an additional RN or LPN added to Hospital Personnel.

SCHEDULE 4.2
TO
STRATEGIC ALLIANCE AGREEMENT
FOR INTEGRATED WOUND TREATMENT CENTER

[revised to be effective April 1, 2011]

Fees

In accordance with Section 4.2 of the Agreement, Hospital shall make the following payments to National:

- a. **Management Fee.** On a monthly basis, beginning on the actual date that clinical services are first provided at the Center (i.e., the Wound Care First Treatment Date or the HBO First Treatment Date, whichever occurs first), and continuing on a monthly basis thereafter, Hospital shall pay to National, within thirty (30) days of receipt of an invoice, an amount equal to Five Thousand Two Hundred Ninety Dollars (\$5,290.00) as a Management Fee. On the second (2nd) anniversary of the Commencement Date, the Management Fee shall automatically increase to Five Thousand Five Hundred And Fifty-Five Dollars (\$5,555.00). On the fourth (4th) anniversary of the Commencement Date and on an annual basis throughout the Term thereafter, the Management Fee shall automatically increase by an amount which is the lesser of (i) three percent (3%), or (ii) the increase in the Consumer Price Index for All Urban Consumers relative to the prior year (the "CPI-U").
- b. **HBO Treatment Fee.** On a monthly basis, beginning on the HBO First Treatment Date (as defined in Schedule 2.1), and continuing for a period of one hundred twenty (120) days, Hospital shall pay to National, within thirty (30) days after the receipt of invoice, an HBO Treatment Fee equal to Twenty Five Dollars (\$25.00) for each HBO Treatment occurring during such 120 day period, which HBO Treatment Fee shall automatically increase to Fifty Dollars (\$50.00) for each HBO Treatment occurring after such initial 120 day period. On the second (2nd) anniversary of the Commencement Date, the HBO Treatment Fee shall automatically increase to Fifty Three Dollars (\$53.00). On the fourth (4th) anniversary of the Commencement Date and on an annual basis throughout the Term thereafter, the HBO Treatment Fee shall automatically increase by an amount which is the lesser of (i) three percent (3%), or (ii) the CPI-U.
- c. **WCV Fee.** On a monthly basis, beginning on the Wound Care First Treatment Date (as defined in Schedule 2.1) and continuing for a period of one hundred twenty (120) days, Hospital shall pay to National, within thirty (30) days after receipt of invoice, a WCV Fee equal to Fifty Dollars (\$50.00) for each such Wound Care Visit occurring during such 120 day period, which WCV Fee shall automatically increase to One Hundred Dollars (\$100.00) for each Wound Care Visit occurring after such initial 120 day period. On the second (2nd) anniversary of the Commencement Date, the WCV Fee shall automatically increase to One Hundred Five Dollars (\$105.00). On the fourth (4th) anniversary of the Commencement Date and on an annual basis throughout the Term thereafter, the WCV Fee shall automatically increase by an amount which is the lesser of (i) three percent (3%), or (ii) the CPI-U.
- d. **Residual Value.** Hospital shall pay the Residual Value, if any, to National in accordance with Section 3.3.b.

From: (904) 798-3700
JOHN B. MACDONALD
Akerman LLP
50 North Laura Street, Suite 3100
Jacksonville, FL 32202

Origin ID: NRBA



J14101312270326

Ship Date: 24JAN14
ActWgt: 1.0 LB
CAD: 103658174/WSXI2500

Delivery Address Bar Code



SHIP TO: 18663001288

BILL SENDER

GCG, Inc.
5151 BLAZER PKWY STE A

DUBLIN, OH 43017

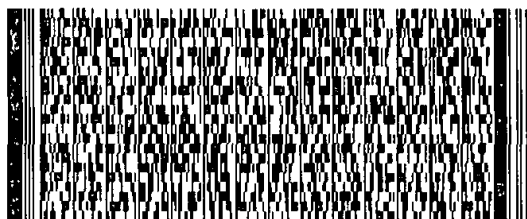
Ref # 051811.0274754-1895
Invoice #
PO #
Dept #

RELEASE#: 3785346

MON - 27 JAN 10:30A
PRIORITY OVERNIGHT

TRK# 7977 2183 1982

0201



XX OSUA

43017
OH-US
LCK



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.



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): ☐ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☒ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) INNOVATIVE ORTHOTICS & PROSTHETICS, 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. 17 PALISADE AVE WHITE PLAINS, N.Y. 10607		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: P.O. HA06621 IN# 14749				
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): AUGUST 30, 2013				
3. DESCRIPTION OF CLAIM (IF KNOWN): STUMP SHRINKER FOR PATIENT N: DIFAB10				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$107.10 (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
8. Signature: 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: HERBERT SHALAT Title: PRESIDENT Company: INNOVATIVE ORTHOTICS & PROSTHETICS		(Signature): (Date): 12-23-13		
Address and telephone number (if different from notice address above): Telephone number: 914-592-6359 email: INNOVATIVEOANDP@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 <i>The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.</i>	
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 - 01077

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

(Part 7) Pg 2 of 39

INNOVATIVE ORTHOTICS & PROSTHETICS, INC.

17 PALISADE AVENUE

WHITE PLAINS NY 10607

(914) 592-6359

Tax ID #: 133329079

Invoice # 14749

Date 10-21-13

Bill To:

SOUND SHORE MEDICAL CENTER

ATTN: ACCOUNTS PAYABLE

16 Guion Place

New Rochelle NY 10802

Provided To Patient:

Nicholas DiFabio

16 Edgewood Park

New Rochelle NY 10801

SRV FROM	QTY	HCPC	DESCRIPTION	FEE	EXTENSION
08-30-13	2	L8440	RT SHRINKER BELOW KNEE	53.55	107.10

Total:	\$	107.10
Payments:	\$	0.00
AMOUNT DUE:	\$	107.10

Diagnosis Code: 897.0

Referring Doctor: Mark Weigle, M.D.

Professional Services By: Herbert Shalant, C.P.O.

Medicare Part "A" Resident's Name: Nicholas DiFabio

P.O.#: HA06621

ACKNOWLEDGEMENT OF DELIVERY ATTACHED.

INNOVATIVE ORTHOTICS & PROSTHETICS, INC.

17 Palisade Avenue

White Plains, New York 10607

(914) 592-6359 VOICE

(914) 592-0143 FAX

Tax ID# 13-3329079

Herbert Shalant, C.P.O.

08/30/2013

Patient: Nicholas DiFabio

THIS IS TO ACKNOWLEDGE RECEIPT OF :

SHRINKER BELOW KNEE Quantity:

2

KNT R/A
2HPMRN12

AS ORDERED BY Mark Weigle, M.D.:

PATIENT'S SIGNATURE:

Nicholas DiFabio

PROVIDER SIGNATURE:

[Signature]

NURSING SIGNATURE:

[Signature]

P.O. # HA 06621

Innovative Orthotics & Prosthetics, Inc.

17 Palisade Avenue, White Plains, New York 10607

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



UNITED STATES POSTAGE
02 1P
\$000.66⁰
0006915744 DEC 23 2013
MAILED FROM ZIP CODE 10607
PITNEY BOWES



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): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842	Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☒ Sound Shore Health System, Inc. ☐ NRIIMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC	
Name of Creditor (The person or entity to whom the debtor owes money or property) <u>Khlogix</u>		☐ 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: <u>Khlogix</u> <u>233 Harvard St., suite 308</u> <u>Brookline MA 02446</u>		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): <u>websense Enterprise for 1,000 users for 12 months</u>				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: <u>\$9,041.67</u> (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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: <u>Kevin Pouche</u> (Signature) <u>[Signature]</u> (Date) <u>1/8/14</u> Title: <u>CEO</u> Company: <u>Khlogix</u> Address and telephone number (if different from notice address above): _____ Telephone number: <u>617-731-6809</u> email: <u>kpouche@khlogixcorp.com</u>				

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

Summary of attachments:

1. Signed Purchase Order from Sound Shore for 12 month renewal
2. K logix issued quote in which the PO was created from
3. K Logix invoice sent to Sound Shore
4. Payment receipt for the partial payment that Sound shore made. Remaining balance is \$9041.67



SOUND SHORE MEDICAL CENTER
 OF WESTCHESTER
 16 GUYON PLACE, NEW ROCHELLE, NY 10802-8982
 Tel. No. 914-632-8000 Fax No. 914-632-2134

Purchase Order

THIS NUMBER MUST APPEAR ON ALL
 PACKAGES, INVOICES, SHIPPING PAPERS,
 FOR PAYMENT TO BE MADE.

NO. NR177496

TO KLOGIX, LLC
 233 HARVARD STREET
 SUITE 308
 BROOKLINE MA 02446
 29341

SOUND SHORE MEDICAL CENTER
 16 GUYON PLACE
 NEW ROCHELLE NY 10801

CLAIMS
 ORDERED 8/20/2013 (617) 731-2307 (914) -632-5000
 ORDERED 8/20/2013 (914) -632-5000

PAGE 1

LINE	ITEM	QUANTITY	UNIT	DESCRIPTION	INVENTORY NUMBER	UNIT PRICE	TOTAL COST	COST CENTER	SHIP DATE	DEPARTMENT	RECEIVED DATE
1	1000	EA	RENEWAL-12 MONTH WEBSense WEB FILTER	KLWBSN1000RNL	15.50	15500.00	6635896			F.O.B. HOSPITAL	6/20/2013
DEBTOR IN POSSESSION											
*** TOTAL ***						15,500.00					

FXH

ANY PRICE DIFFERENCE WILL NOT BE ACCEPTED UNLESS IT IS APPROVED BY THE PURCHASING DEPARTMENT ONLY.

COMMENTS:

RACABBO@KLOGIXCORP.COM

SIGNATURE

Francis J. Webb, Buyer

VENDOR

1

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. 116946.



Quote# SoundShore 6-11-13

Proposal by:

Klogix, LLC

233 Harvard Street, Suite 308
Brookline, MA 02446

Contact: Rich Acabbo
Email: racabbo@klogixcorp.com
Phone: 978-781-1513
Fax: 914-384-7832

||||K logix

Proposal to:

Sound Shore Health System

16 Guilford Place
New Rochelle, NY 10801

Attention: Rich Colety
Phone: (914) 385-3368
Email: rcolety@sshsw.org

Date 6/11/2013

Valid 6/28/2013

Part #	Description	QTY	Per Unit	Total Pricing
	 Websense Web Filter 12 Month Renewal			
KL-WBSN-1000-RNWL	Websense Web Filter 12 Month Renewal	1000	\$15.50	\$15,500.00
	Sub Total :			\$15,500.00
Total Discounted Quote:				\$15,500

Customer P.O. No. <u>NR177496</u>	Date <u>6/20/13</u>
Customer Name _____	
Customer Authorized Signature _____	

Terms and Conditions

Net 30 Payment Terms

All Sales Final

Products delivered from the World Wide Web are considered delivered upon the issuance of an activation key.

PROPRIETARY & CONFIDENTIAL NOT TO BE SHARED OR FORWARDED TO ANY PERSONS OTHER THAN THE INTENDED RECIPIENT

**DEBTOR IN
POSSESSION**



13-22840-rdd

Doc 1138-9

Filed 06/29/15

Entered 06/29/15 14:49:04

Claims

(Part 7) Pg 9 of 39

Invoice

233 Harvard St.
Suite 308
Brookline, MA 02446

Invoice Date	Invoice #
6/25/2013	5257

Bill To
Sound Shore Health Systems 16 Guion Place New Rochelle, NY 10802-9982 ATT:Accounts Payable

Ship To
Sound Shore Health System 16 Guion Place New Rochelle, NY 10802-9982 Rich Colety, (914) 365-3368 rcolety@sshsw.org

P.O. No.	Terms	Rep	Due Date
NR177496	CHECK WITH OR...	RRA	6/25/2013

Quantity	Description	Rate	Amount
1,000	Websense Enterprise for 1,000 users for 12-months	15.50	15,500.00

PAYMENT TERMS - "CHECK WITH THE ORDER"

Subtotal \$15,500.00

Over due invoices are subject to finance charges.

Sales Tax (6.25%) \$0.00**Total (USD\$)** \$15,500.00

Phone #	Fax #	E-mail	Web Site
617-429-3800	617-531-2075	tosler@klogixcorp.com	www.klogixcorp.com

K logix, LLC

Suite 308

Brookline, MA 02446

K logix, LLC

Received From:

Sound Shore Medical Center

Sound Shore Health Systems

16 Guion Place

New Rochelle, NY 10802-9982

ATT:Accounts Payable

Date Received 10/17/2013

Payment Amount \$6,458.33

Payment Method Check

Check/Ref. No. 7037680

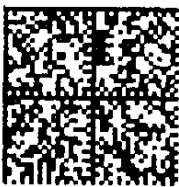
Invoices Paid

Date	Number	Amount Applied
06/25/2013	5257	-\$6,458.33

218 Harvard Street, Suite 308
Cooke, MA 02446

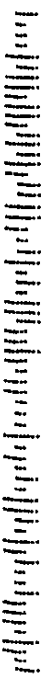
LINKlogix

Sound Shore Medical Center
C/O GCG, Inc.
P.O. Box 9982
Dublin, OH. 43017-5982



UNITED STATES POSTAGE
02 1P
\$000.66
PITNEY BOWES
0001040203 JAN 09 2014
MAILED FROM ZIP CODE 02446

4301755982





UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor (Check Only One): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 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): Robert Liggio		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 and address where notices should be sent: Robert Liggio 510 Carroll Ave Mamaroneck, NY 10543			Check this box to indicate that this claim amends a previously filed claim.
Telephone number: 914-698-6928 Email Address: bob.liggio@yahoo.com			Court Claim Number: Filed on: (If known)
Name and address where payment should be sent (if different from above): FILED - 01525 U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SOUND SHORE MEDICAL CENTER OF WESTCHESTER ROBERT D. DRAIN			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): \$105.00 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: This was a service, a musical entertainment performance. (See instruction #2)			
3. Last four digits of any number by which creditor identifies Debtor: 1 3 9 8	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: \$ 105.00	
*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)			

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. ☐ 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)

(Attach copy of power of attorney, if any)

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: Robert Liggio

Title: Entertainer

Company: Bob Liggio Music

(Signature)

(Date)

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

510 Carroll Ave

Mamaroneck NY 10543

Telephone number: 914-698-6928

email: bobliggio@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 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.

Bobby Liggio
510 Carroll Avenue
Mamaroneck, NY 10543
(914) 698.6928
(914) 310.1460 (c)
bobliggio@yahoo.com



Attn: Stephanie Cosme

PAST DUE INVOICE # 962013

For services rendered for entertainment - one-man band:

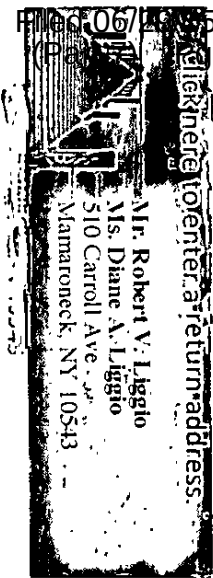
Date: September 6, 2013

Time: 2:30 PM

Fee: \$105.00

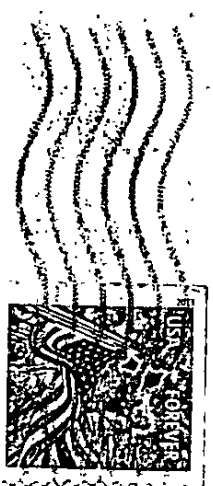
Place: Helen & Michael Schaffer Extended Care

Bobby Liggio
Authorized Signature



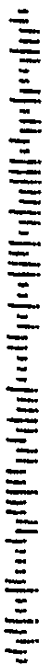
WESTCHESTER NY 105

NOV 20 2014 PM 5 1



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

4301735982





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): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) MD Resource		☐ 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.		Case No. 13-22843 13-22844 13-22845 13-22846
Name and Addresses Where Notices Should be Sent: MD Resource 5981 Graham Ct Livermore Ca. 94550		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		19706		
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): <u>5/2010 - 9/2011</u>				
3. DESCRIPTION OF CLAIM (IF KNOWN): <u>Supplies and accessories for liposuction.</u>				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: <u>\$ 1144.00</u> (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.				THIS SPACE IS FOR COURT USE ONLY
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 acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				
8. Signature: 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.) (Attach copy of power of attorney, if any.) 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: <u>Brandon Greene</u> Title: <u>Sales Manager</u> Company: <u>MD Resource</u> Address and telephone number (if different from notice address above): _____ Telephone number: <u>510-732-9950</u>		(Signature) <u>[Signature]</u> (Date) <u>1-2-14</u>		
		email: <u>Sales@mdresource.com</u>		

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 - 01133

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

MD Resource Corporation

5981 Graham Court
Livermore, CA 94550
USA

INVOICE

Invoice Number: 23247

Invoice Date: May 5, 2010

Page: 1

Duplicate

Voice: 510-732-9950

Fax: 510-785-8182

Bill To:

*Sound Shore Medical Center - WROTE OFF
16 Guion Place
New Rochelle, NY 10802

Ship to:

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

Customer ID	Customer PO	Payment Terms	
19706	NR156325	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Dan Goldstein	UPS Next Day, 10:30a	5/5/10	6/4/10

Quantity	Item	Description	Unit Price	Amount
1.00	LS7020	2000cc Disposable Implosion Proof Canisters - Box of 10.	95.00	95.00
1.00	LS7012	10 FT 3/8 ID x 5/8 OD Sterilized PVC Tubing	90.00	90.00
1.00	AFTD	Disposable Auto Fuse Tubing for Infiltration Pumps - Box of 10	90.00	90.00
Subtotal				275.00
Sales Tax				
Freight				149.00
Total Invoice Amount				424.00
Payment/Credit Applied				424.00
TOTAL				0.00

Check/Credit Memo No: 7021058

Thank you for your business

MD Resource Corporation

5981 Graham Court
Livermore, CA 94550
USA

Voice: 510-732-9950
Fax: 510-785-8182

INVOICE

Invoice Number: 26526
Invoice Date: May 13, 2011
Page: 1
Duplicate

Bill To:
*Sound Shore Medical Center - WROTE OFF 16 Guion Place New Rochelle, NY 10802

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

Customer ID	Customer PO	Payment Terms	
19706	NR163350	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Dan Goldstein	Fed Ex 2 Day	5/13/11	6/12/11

Quantity	Item	Description	Unit Price	Amount
1.00	LS7020	2000cc Disposable Implosion Proof Canisters - Box of 10.	95.00	95.00
1.00	FEDEX	Federal Express ADMIN CHARGE	5.00	5.00
		USE CUTOMER OPTI FREIGHT ACCOUNT 183806629		
Subtotal				100.00
Sales Tax				
Freight				
Total Invoice Amount				100.00
Payment/Credit Applied				100.00
TOTAL				0.00

Check/Credit Memo No: WO 121228

Thank you for your business

MD Resource Corporation

5981 Graham Court
Livermore, CA 94550
USA

Voice: 510-732-9950
Fax: 510-785-8182

INVOICE

Invoice Number: 26527
Invoice Date: May 13, 2011
Page: 1
Duplicate

Bill To:
*Sound Shore Medical Center - WROTE OFF 16 Guion Place New Rochelle, NY 10802

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

Customer ID	Customer PO	Payment Terms	
19706	NR163350	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Dan Goldstein	UPS Ground	5/13/11	6/12/11

Quantity	Item	Description	Unit Price	Amount
1.00	LS7020	2000cc Disposable Implosion Proof Canisters - Box of 10.	95.00	95.00
Subtotal				95.00
Sales Tax				
Freight				15.00
Total Invoice Amount				110.00
Payment/Credit Applied				110.00
TOTAL				0.00

Check/Credit Memo No: WO 121228

Thank you for your business

MD Resource Corporation

5981 Graham Court
Livermore, CA 94550
USA

Voice: 510-732-9950
Fax: 510-785-8182

INVOICE

Invoice Number: 27737
Invoice Date: Sep 19, 2011
Page: 1
Duplicate

Bill To:
*Sound Shore Medical Center - WROTE OFF 16 Guion Place New Rochelle, NY 10802

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

Customer ID	Customer PO	Payment Terms	
19706	NR165758	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Dan Goldstein	UPS Next Day, 10:30a	9/19/11	10/19/11

Quantity	Item	Description	Unit Price	Amount
1.00	LS7012	10 FT 3/8 ID x 9/16 OD Sterilized PVC Tubing	90.00	90.00
1.00	AFTD	Disposable Auto Fuse Tubing for Infiltration Pumps - Box of 10	90.00	90.00
Subtotal				180.00
Sales Tax				
Freight				182.00
Total Invoice Amount				362.00
Payment/Credit Applied				362.00
TOTAL				0.00

Check/Credit Memo No: WO 121228

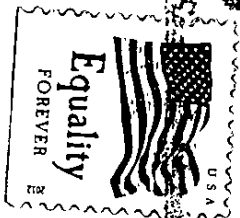
Thank you for your business

MD Resource
5481 Graham Ct.
Livermore CA 94550

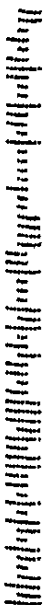
PO Box 9982
Dublin, OH 43017-5982

SSM

OAKLAND CA 945
02 JAN 2014 PM 5.1



43017598282



**United States Bankruptcy Court (Part 7) Administrative
For the Southern District of New York Expense Claim
Request**



Debtor against which claim is asserted: Sound Shore Medical Center of Westchester		Case Number 13-22840
Name of Creditor Medline Industries, Inc. Name and Address Where Notices Should be Sent Medline Industries, Inc. Attn: Anne Kisha One Medline Place Mundelein, IL 60060 Telephone No. 847-949-5500		☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. ☐ Check box if you have never received any notices from the bankruptcy court in this case. ☐ Check box if the address differs from the address on the envelope sent to you by the court.
ACCOUNT OR OTHER NUMBER WHICH CREDITOR IDENTIFIES DEBTOR: 4466		Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____
1. BASIS FOR CLAIM ☒ Goods sold ☐ Services performed ☐ Money loaned ☐ Personal injury/wrongful death ☐ Taxes ☐ Other (Describe briefly)	☐ Retiree benefits as defined in 11 U.S.C. § 1114(a) ☐ Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. DATE DEBT WAS INCURRED 5/10/13 to 5/29/13	3. IF COURT JUDGMENT, DATE OBTAINED.	
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: <u>\$316,043.29</u> ☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
5. Brief Description of Claim (attach any additional information): Goods sold within 20 days of petition date – 503(b)(9)		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor. 7. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , 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. Any attachment must be 8-1/2" by 11". 8. DATE-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
Date 08/15/2013	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) Anne Kisha, Bankruptcy Analyst	

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.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re	)	Case No.	13-22840
Sound Shore Medical Center	)		
Of Westchester	)	Chapter 11	
	)		
Debtors.	)		

**REQUEST FOR PAYMENT OF AN ADMINISTRATIVE
EXPENSE AND ADMINISTRATIVE PROOF OF CLAIM**

1. **Identity of Entity Requesting Payment of Administrative Expense.** This Request for Payment of an Administrative Expense and Administrative Proof of Claim (the "Administrative Request") is filed by and on behalf of Medline Industries, Inc. ("Claimant") against Sound Shore Medical Center of Westchester, as debtor and debtor-in-possession (the "Debtor"). The undersigned is authorized to submit this Administrative Request for Claimant. Correspondence and pleadings related to this Administrative Request should be forwarded to Anne Kisha, Medline Industries, Inc., One Medline Place, Mundelein, Illinois 60060-4486.

2. **Basis for Request.** This Administrative Request is predicated upon the following:

A. ¹ Rights granted to Claimant pursuant to 11 U.S.C. § 503(b)(1)(A), for the actual, necessary costs and expenses of preserving the estate, as a result of Claimant having sold goods to the captioned Debtor subsequent to the time that a petition for relief under 11 U.S.C. §§ 101, *et seq.*, (the "Bankruptcy Code") was filed by or against the Debtor ("Post-Petition Sales"); and

B. ¹ Rights granted to Claimant pursuant to 11 U.S.C. § 503(b)(9), as a result of Claimant having sold goods to the Debtor within 20 days of the Petition Date in the ordinary course of the Debtor's business (the "503(b)(9) Claim"); and

C. ¹ Rights granted to Claimant pursuant to Section 546 of the Bankruptcy Code, as a result of a reclamation demand served upon Debtor (the "Reclamation Demand"); and

D. ¹ Other

3. **Documentation.** Copies of documents evidencing the items referenced in (a) through (d) of the preceding paragraph are attached as Group Exhibit A, which is incorporated herein by this express reference. This document incorporates by reference the attached Administrative Expense Claim Request cover sheet.

4. **Amount of Administrative Expense Request and Priority.** After applying all credits to which the Debtor is entitled, Claimant is entitled to immediate payment of \$316,043.29 (the "Administrative Claim"), which is a cost and expense of administration under 11 U.S.C. § 503(b)(1)(A) and which is entitled to the priority accorded under that provision and under 11 U.S.C. § 507(a)(1)¹ in the captioned bankruptcy proceeding, and which consists of the following specific amounts:

- A. \$ _____ for Post-Petition Sales;
- B. \$ 316,043.29 for the 503(b)(9) Claim; and
- C. \$ _____ for the Reclamation Demand.

5. **Explanation of Reclamation Demand.** *[Applicable only to the extent Claimant has delivered a Reclamation Demand]* Claimant expressly reserves all of the rights available to it as a reclaiming seller under various provisions of the Bankruptcy Code (including Section 546(c)) and applicable non-bankruptcy law, as well as under any orders or judgments entered in the captioned case (the "Case"), and by referencing the Reclamation Demand herein and asserting the Reclamation Demand as the basis for an Administrative Expense, Claimant is not electing as its sole remedy an Administrative Expense with respect to the Reclamation Demand, nor is Claimant waiving its right to obtain possession of any goods subject to its Reclamation Demand.

6. **Administrative Expense Deadline.** The Court has set _____, as the last date to file Administrative Expense Requests in the Case. This document is filed in conformity therewith and is timely.

7. **Request for Payment.** Pursuant to, among other things, Section 503(a) of the Bankruptcy Code, Claimant hereby requests payment in the amount of \$316,043.29 in payment of administrative expenses owed to Claimant. By filing this Administrative Request, Claimant seeks to hold the Debtor liable for the amounts set forth herein and requests immediate payment of such amounts. Claimant expressly reserves its right to be paid in accordance with Section 1129(a)(9) of the Bankruptcy Code and does not agree to a different treatment.

8. **Documents.** Documentation sufficient to establish Claimant's entitlement to payment in the manner and in the amount set forth herein has been provided herein, or will be provided upon further request.

9. **Reservation of Rights.** This Request for Payment of Administrative Expense is filed under compulsion of the applicable Bar Date established in the Case, and is filed to protect Claimant from forfeiture of the Administrative Claim identified herein. By executing and causing to be filed this Administrative Request, Claimant is not: (a) waiving or releasing Claimant's rights against any other entity or person liable for all or part of the Administrative

¹ Pursuant to BAPCPA, for cases filed after October 17, 2005, the current Section 507(a)(1) priority will thereafter become entitled to priority treatment under Section 507(a)(2).

Claim, or (b) electing one remedy which waives or otherwise affects any other remedy, or (c) deciding or electing to reject or accept any settlement proposal related to the treatment of reclamation claims.

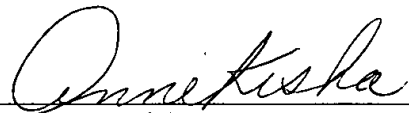
10. **Amendments and Modifications.** Claimant expressly reserves the right to amend, modify, or supplement this Administrative Request at any time.

WHEREFORE, Medline Industries, Inc. respectfully requests payment of \$316,043.29 as an administrative expense.

Dated: 08/15/2013

Amount of Administrative Expense \$ 316,043.29

Medline Industries, Inc.

By: 
Anne Kisha

Medline Industries, Inc.

One Medline Place
Mundelein, IL 60060

Summary of invoices for 503(b)(9) Claim
Account #1084466

Sound Shore Medical Center of Westchester

Case #13-22840

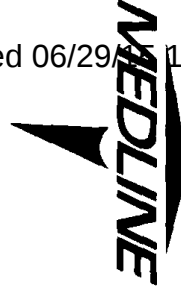
PO #	Date	Invoice #	Amount
NR176810	5/10/2013	1063745393	\$ 335.60
NR176624	5/10/2013	1063745394	\$ 106.90
NR176597	5/10/2013	1063745395	\$ 830.93
NR176597	5/10/2013	1063745396	\$ 79.11
NR176743	5/10/2013	1063745397	\$ 483.00
NR176911	5/10/2013	1063745398	\$ 70.23
NR176906	5/10/2013	1063745399	\$ 9,123.56
NR176908	5/10/2013	1063745400	\$ 87.58
NR176910	5/10/2013	1063745401	\$ 943.39
NR176913	5/10/2013	1063745402	\$ 165.00
NR176915	5/10/2013	1063745403	\$ 51,981.66
NR176797	5/10/2013	1063747964	\$ 101.64
NR175732	5/11/2013	1063777795	\$ 85.60
NR176520	5/11/2013	1063777796	\$ 225.00
NR176520	5/11/2013	1063777797	\$ 225.30
NR176768	5/11/2013	1063777798	\$ 361.32
NR176909	5/11/2013	1063777801	\$ 6,845.63
NR176920	5/11/2013	1063777802	\$ 740.73
NR176934	5/11/2013	1063777803	\$ 55.45
NR176741	5/11/2013	1063777804	\$ 6,744.62
NR176904	5/11/2013	1063779975	\$ 774.54
NR176894	5/11/2013	1063777794	\$ 368.32
NR176895	5/11/2013	1063777793	\$ 814.86
NR176593	5/13/2013	1063784889	\$ 343.54
NR176504	5/13/2013	1063784890	\$ 27.88
NR176930	5/13/2013	1063784891	\$ 2,634.06
NR176933	5/13/2013	1063784892	\$ 1,176.56
NR176932	5/13/2013	1063784894	\$ 226.06
NR176934	5/13/2013	1063784898	\$ 7,820.47
NR176939	5/13/2013	1063784900	\$ 4,337.74
NR176942	5/13/2013	1063784903	\$ 858.67
NR176525	5/13/2013	1063784883	\$ 410.30
NR176741	5/13/2013	1063784884	\$ 1,286.07
NR176630	5/13/2013	1063784885	\$ 59.71
NR176871	5/13/2013	1063784886	\$ 32.16

PO #	Date	Invoice #	Amount
NR176887	5/13/2013	1063784887	\$ 34.38
NR176502	5/13/2013	1063784888	\$ 101.77
NR176950	5/14/2013	1063820125	\$ 705.45
NR176946	5/14/2013	1063820126	\$ 199.80
NR176788	5/14/2013	1063820127	\$ 53.92
NR176933	5/14/2013	1063820128	\$ 596.40
NR176575	5/14/2013	1063822423	\$ 2,243.71
NR176888	5/14/2013	1063822424	\$ 41.92
NR176970	5/15/2013	1063858941	\$ 26.38
NR176981	5/15/2013	1063858942	\$ 527.22
NR176979	5/15/2013	1063858945	\$ 6,829.83
NR176978	5/15/2013	1063858946	\$ 719.14
NR176984	5/15/2013	1063858947	\$ 215.70
NR176987	5/15/2013	1063858948	\$ 1,772.67
HA06562	5/15/2013	1063860103	\$ 456.69
NR176743	5/15/2013	1063858940	\$ 710.31
NR176970	5/15/2013	1063858939	\$ 25.06
NR176947	5/16/2013	1063894739	\$ 488.87
NR176948	5/16/2013	1063894740	\$ 413.20
NR176951	5/16/2013	1063894741	\$ 2,154.48
NR176795	5/16/2013	1063894742	\$ 22.35
NR176930	5/16/2013	1063894743	\$ 149.29
NR176688	5/16/2013	1063894744	\$ 205.25
NR176746	5/16/2013	1063894745	\$ 780.46
nr176758	5/16/2013	1063894747	\$ 710.31
NR176984	5/16/2013	1063894748	\$ 1,238.61
NR176404	5/16/2013	1063894749	\$ 86.78
HA06557	5/16/2013	1063894750	\$ 138.79
NR176788	5/16/2013	1063894751	\$ 2,982.51
NR176984	5/16/2013	1063894752	\$ 112.11
NR176999	5/16/2013	1063894753	\$ 9,357.72
NR176874	5/16/2013	1063894754	\$ 14.88
NR176894	5/17/2013	1063930066	\$ 277.47
NR176947	5/17/2013	1063930067	\$ 61.62
NR177011	5/17/2013	1063930068	\$ 10,740.73
NR177020	5/17/2013	1063930071	\$ 9,792.39
NR177011	5/17/2013	1063930073	\$ 79.41
HA06562	5/17/2013	1063931755	\$ 50.89
NR177003	5/17/2013	1063930065	\$ 113.33
NR176746	5/17/2013	1063930055	\$ 20.01
NR176947	5/17/2013	1063930056	\$ 74.18
NR176993	5/17/2013	1063930057	\$ 233.77
NR176995	5/17/2013	1063930058	\$ 244.90
NR177001	5/17/2013	1063930059	\$ 252.39
NR176797	5/17/2013	1063930061	\$ 456.84
NR176741	5/17/2013	1063930062	\$ 857.38

PO #	Date	Invoice #	Amount
NR176874	5/17/2013	1063930063	\$ 45.67
NR176743	5/17/2013	1063930064	\$ 101.52
NR177040	5/18/2013	1063964259	\$ 233.82
NR177041	5/18/2013	1063964260	\$ 87.80
NR177042	5/18/2013	1063964261	\$ 18.20
NR177037	5/18/2013	1063964262	\$ 5,014.93
NR177044	5/18/2013	1063964763	\$ 533.00
NR177045	5/18/2013	1063964764	\$ 616.47
NR177046	5/18/2013	1063964765	\$ 556.54
NR177047	5/18/2013	1063964766	\$ 4,055.09
NR177049	5/18/2013	1063964767	\$ 2,104.03
NR177048	5/18/2013	1063964768	\$ 435.72
NR176988	5/18/2013	1063964250	\$ 371.54
NR176744	5/18/2013	1063964251	\$ 83.83
NR176906	5/18/2013	1063964252	\$ 70.13
NR176951	5/18/2013	1063964253	\$ 218.60
NR177020	5/18/2013	1063964254	\$ 31.64
NR175732	5/18/2013	1063964255	\$ 137.12
NR176874	5/18/2013	1063964256	\$ 138.48
NR177038	5/18/2013	1063964257	\$ 37.38
NR177039	5/18/2013	1063964258	\$ 49.92
NR176926	5/20/2013	1063975632	\$ 357.52
NR176994	5/20/2013	1063975633	\$ 2,338.42
NR176981	5/21/2013	1064010874	\$ 2,763.96
NR176297	5/21/2013	1064010873	\$ 476.58
NR176797	5/21/2013	1064010872	\$ 48.08
NR177082	5/21/2013	1064008862	\$ 772.64
NR175183/Reorder	5/21/2013	1064008860	\$ 64.10
NR176797	5/21/2013	1064008861	\$ 146.70
NR176969	5/22/2013	1064047834	\$ 409.43
NR176632	5/22/2013	1064047835	\$ 455.93
NR176743	5/22/2013	1064047836	\$ 11.28
NR176941	5/22/2013	1064047833	\$ 663.50
NR176779	5/22/2013	1064047837	\$ 218.78
NR176999	5/22/2013	1064047838	\$ 417.55
NR177073	5/22/2013	1064047839	\$ 59.20
NR177122	5/22/2013	1064047840	\$ 581.25
NR175069	5/23/2013	1064084329	\$ 71.84
NR176688	5/23/2013	1064084331	\$ 307.10
NR176744	5/23/2013	1064084332	\$ 441.41
NR176502	5/23/2013	1064084334	\$ 16.68
NR176999	5/23/2013	1064084335	\$ 163.94
NR176999	5/23/2013	1064084354	\$ 133.41
NR177092	5/23/2013	1064084355	\$ 556.74
NR176887	5/23/2013	1064084356	\$ 95.14
NR176873	5/23/2013	1064084357	\$ 635.34

PO #	Date	Invoice #	Amount
NR177133	5/23/2013	1064084358	\$ 8,478.06
NR177135	5/23/2013	1064084359	\$ 165.29
NR177067	5/23/2013	1064085691	\$ 94.80
NR17130	5/23/2013	1064085692	\$ 560.00
NR177095	5/23/2013	1064084353	\$ 169.65
NR176979	5/23/2013	1064084337	\$ 70.13
NR176887	5/23/2013	1064084339	\$ 505.56
NR176779	5/23/2013	1064084340	\$ 191.99
NR176810	5/23/2013	1064084341	\$ 338.37
NR176810	5/23/2013	1064084342	\$ 216.49
NR176911	5/23/2013	1064084343	\$ 173.88
NR176932	5/23/2013	1064084344	\$ 75.69
NR177092	5/23/2013	1064084345	\$ 8,146.57
NR177093	5/23/2013	1064084346	\$ 336.74
NR177095	5/23/2013	1064084347	\$ 448.86
NR177106	5/23/2013	1064084348	\$ 591.99
NR177107	5/23/2013	1064084349	\$ 2,180.87
NR177110	5/23/2013	1064084350	\$ 9,858.25
NR177118	5/23/2013	1064084351	\$ 208.08
NR177117	5/23/2013	1064084352	\$ 5,292.23
NR177117	5/24/2013	1064119857	\$ 891.55
NR176948	5/24/2013	1064119858	\$ 581.58
NR176775	5/24/2013	1064119859	\$ 22.24
NR177128	5/24/2013	1064119860	\$ 8,231.79
NR177134	5/24/2013	1064119861	\$ 3,318.86
NR177137	5/24/2013	1064120163	\$ 1,527.61
NR176976	5/24/2013	1064120164	\$ 131.04
NR176978	5/24/2013	1064120165	\$ 719.14
NR176987	5/24/2013	1064120166	\$ 1,284.60
NR176897	5/24/2013	1064120167	\$ 826.98
NR177146	5/24/2013	1064120168	\$ 181.28
NR177106	5/24/2013	1064120169	\$ 389.13
NR176978	5/24/2013	1064120170	\$ 2,963.88
NR177038	5/24/2013	1064120171	\$ 24.84
NR177150	5/24/2013	1064120172	\$ 5,536.01
NR177154	5/24/2013	1064120173	\$ 8,198.44
NR177006	5/24/2013	1064121543	\$ 1,244.90
NR177122	5/24/2013	1064121544	\$ 565.49
ALLEN	5/25/2013	1064155333	\$ 105.38
NR177186	5/25/2013	1064155334	\$ 960.76
NR177186	5/25/2013	1064155335	\$ 603.11
NR176651	5/25/2013	1064159640	\$ 7,151.63
NR176766	5/25/2013	1064159641	\$ 4,271.67
NR176766	5/25/2013	1064159642	\$ 66.00
NR176841	5/25/2013	1064159643	\$ 8,295.96
NR176651	5/25/2013	1064159644	\$ 179.72

PO #	Date	Invoice #	Amount
NR176841	5/25/2013	1064159645	\$ 101.90
NR176964	5/25/2013	1064159646	\$ 70.15
NR176964	5/25/2013	1064159647	\$ 8,101.01
NR177066	5/25/2013	1064159648	\$ 7,302.82
NR177170	5/25/2013	1064159650	\$ 7,163.58
NR177171	5/25/2013	1064159651	\$ 262.46
NR177173	5/25/2013	1064159652	\$ 7,150.13
NR177169	5/25/2013	1064155332	\$ 360.75
NR177147	5/25/2013	1064155328	\$ 246.72
NR176992	5/25/2013	1064155329	\$ 817.24
NR176992	5/25/2013	1064155330	\$ 529.89
NR176951	5/25/2013	1064155331	\$ 326.37
ALLEN	5/29/2013	1064195518	\$ 345.65
NR176791	5/29/2013	1064199953	\$ 1,605.12
Total for 503(b)(9) Claim			\$ 316,043.29



One Medline Place
Mundelein, Illinois 60060-9806

*I would like to have Medical Center
of Washington*

43017 Ave

P.O. Box 9982

Orlando, FL 32817-5982

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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

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

FILED - 01294

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

Sound Shore Medical Center of Westchester, et.al.

Chapter 11 Post Petition Claim

May 29, 2013 - November 6, 2013

As of January 27, 2014

Petition Date: May 29, 2013

Facility Name	Opcert#	Public Goods Pool	Statewide 1%	Cash Assessment	TOTAL
Sound Shore Medical Center	5904000H	\$0.00	\$0.00	\$0.00	\$0.00
Mount Vernon Hospital	5903000H	\$0.00	\$0.00	\$1,246.00	\$1,246.00
Helen & Michael Schaffer Ext Care	5904314N	\$0.00	\$0.00	\$3,255.00	\$3,255.00
TOTAL		\$0.00	\$0.00	\$4,501.00	\$4,501.00



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

KENT T. STAUFFER
EXECUTIVE DEPUTY ATTORNEY GENERAL
DIVISION OF STATE COUNSEL

LISA R. DELL
ASSISTANT ATTORNEY GENERAL IN CHARGE
LITIGATION BUREAU

WRITER'S TELEPHONE (212) 416-8666

January 29, 2014

BY UPS

Sound Shore Medical of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway Suite A
Dublin Ohio, 43017

**Re: In Re Sound Shore Medical Center
Chapter 11 Case No: 13-22840**

Dear Sir or Madam:

Enclosed are one original and one copy of two Administrative Expense Proofs of Claim to be filed in the above reference case. Please file the originals and date-stamp and return the copies in the self-addressed and stamped envelope provided for your convenience.

Thank you for your attention to this matter.

Very truly yours,

Enid Nagler Stuart
Assistant Attorney General

Enc.

Extremely Urgent

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REFERENCE NUMBER

Enid Nagler Stuart

TELEPHONE

Assistant Attorney General **212-416-8813**

NYS OFF. ATTORNEY GENERAL

120 BROADWAY FLR 4

NEW YORK

NY 10271-0332

DELIVERY TO

TELEPHONE

SOUND SHORE MEDICAL OF WESTCHESTER

c/o GCG, INC.

5151 Blazer Parkway

Suite A

Dublin, Ohio

43017

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US 4324 HIP 13.1.1 22455

THE GARDEN CITY GROUP, INC.
JAN 30 2014

ROBERT D. DRAIN

Sound Shore Medical Center of Westchester, et.al.

Chapter 11 Post Petition Claim

May 29, 2013 - November 6, 2013

As of January 27, 2014

Petition Date: May 29, 2013

Facility Name	Opcert#	Public Goods Pool	Statewide 1%	Cash Assessment	TOTAL
Sound Shore Medical Center	5904000H	\$0.00	\$0.00	\$0.00	\$0.00
Mount Vernon Hospital	5903000H	\$0.00	\$0.00	\$1,246.00	\$1,246.00
Helen & Michael Schaffer Ext Care	5904314N	\$0.00	\$0.00	\$3,255.00	\$3,255.00
TOTAL		\$0.00	\$0.00	\$4,501.00	\$4,501.00



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

KENT T. STAUFFER
EXECUTIVE DEPUTY ATTORNEY GENERAL
DIVISION OF STATE COUNSEL

LISA R. DELL
ASSISTANT ATTORNEY GENERAL IN CHARGE
LITIGATION BUREAU

WRITER'S TELEPHONE (212) 416-8666

January 29, 2014

BY UPS

Sound Shore Medical of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway Suite A
Dublin Ohio, 43017

**Re: In Re Sound Shore Medical Center
Chapter 11 Case No: 13-22840**

Dear Sir or Madam:

Enclosed are one original and one copy of two Administrative Expense Proofs of Claim to be filed in the above reference case. Please file the originals and date-stamp and return the copies in the self-addressed and stamped envelope provided for your convenience.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Enid Nagler Stuart", written over a horizontal line.

Enid Nagler Stuart
Assistant Attorney General

Enc.

Extremely Urgent

This envelope is for use w

DUBLIN OH 43017

P. MBKM3 S. MBL

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TELEPHONE

Assistant Attorney General **212-416-8813**

NYS OFF. ATTORNEY GENERAL

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NEW YORK

NY 10271-0332

TELEPHONE

SOUND SHOND MEDICAL OF WESTCHESTER

c/o GCG, INC.

5151 Blazer Parkway

30120

Dublin, Ohio

43017

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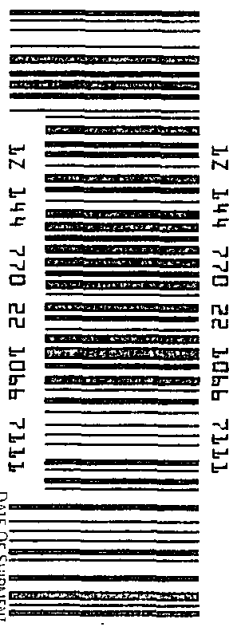
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Bankruptcy Section
P O Box 5300
Albany NY 12205-0300

(518) 457-3160

Case number: 13-22840 RDD
Refer to this number for inquiries

Total claim amount: \$766.37

Taxpayer ID#: B-13-1740117-8
B-13-1740117-01-5
B-13-1740117-02-2

Administrative Expense Tax Liability

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
SOUND SHORE MEDICAL CTR OF WESTCHESTER
c/o GCG, INC.
1985 MARCUS AVENUE SUITE 200
LAKE SUCCESS, NY 10042



FILED - 01038

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

This is a statement of tax liabilities for SOUND SHORE MEDICAL CENTER OF WESTCHESTER, SOUND SHORE MEDICAL CENTER OF WESTCHESTER and NEW ROCHELLE HOSPITAL MEDICAL CENTER. Additional penalty and interest will accrue if paid after 11/1/2013.

Administrative Liabilities

Tax Type	Period End	Notice Number	Tax	Penalty	Interest	Total	Type
SALES	08/31/13	L-040280233-7	0.00	684.02	82.35	766.37	ACT
Total \$						766.37	

Current Annual Interest Rates by Tax Type: Sales and Use - 14.5%
Liability Type Descriptions: ACT - Actual Return Filed

From: (631) 470-5153
Andrea Mallick
The Garden City Group, Inc.
1985 Marcus Avenue

Origin ID: TKLA



Lake Success, NY 11042

SHIP TO: (614) 289-5400
Mr. Matt Michalak
GCG-Ohio Office
5151 BLAZER PKWY STE A

BILL THIRD PARTY

DUBLIN, OH 43017

Ship Date: 30OCT13
ActWgt: 1.0 LB
CAD: 100098143/NET3430

Delivery Address Bar Code



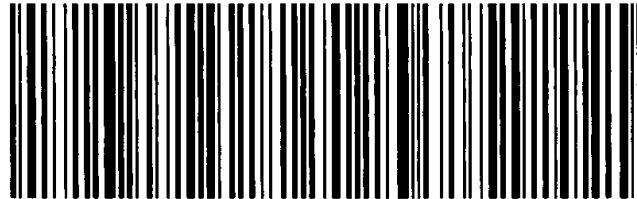
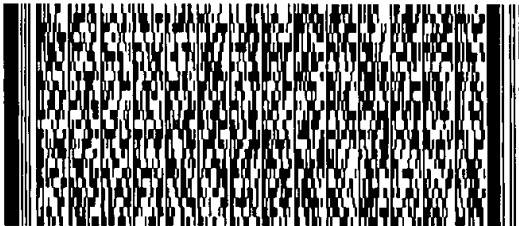
Ref # -ssm-
Invoice #
PO #
Dept #

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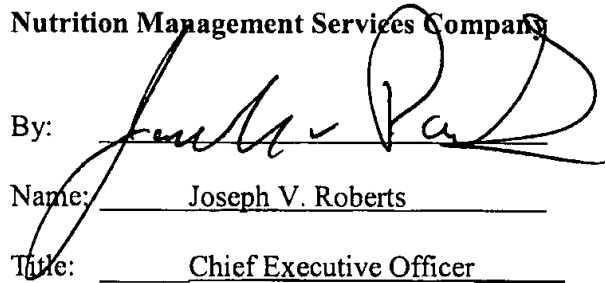


ROBERT D. DRAIN

LIMITED POWER OF ATTORNEY

The undersigned hereby grants Warren J. Martin, Esq., Mark J. Politan, Esq., and any other attorney of Porzio, Bromberg & Newman, P.C., Limited Power of Attorney for the specific purpose of signing General and Administrative Proof(s) of Claim on behalf of Nutrition Management Services Company in connection with the bankruptcy proceeding of Sound Shore Medical Center of Westfield, *et al.* (Case No. 13-22840 (RDD)), which is currently pending in the United States Bankruptcy Court for the Southern District of New York.

Nutrition Management Services Company

By: 

Name: Joseph V. Roberts

Title: Chief Executive Officer

NUTRITION MANAGEMENT SERVICES CO.

Invoice

2071 Kimberton Road
P.O. Box 725
Kimberton, PA 19442

Date	Invoice #
10/31/2013	56539

Bill To
Mount Vernon Hospital ATTN: Nick D'Addesio 12 North 7th Avenue Mount Vernon, NY 10550

P.O. No	Terms	NMSC ID#
October 2013	Due on receipt	105145

Quantity	Description	Rate	Amount
	October 2013		
	Food Purchases for Mt. Vernon Hospital for the week ending 10/04/2013	7,421.34	7,421.34
	Food Purchases for Mt. Vernon Hospital for the week ending 10/11/2013	5,319.47	5,319.47
	Food Purchases for Mt. Vernon Hospital for the week ending 10/18/2013	5,742.14	5,742.14
	Food Purchases for Mt. Vernon Hospital for the week ending 10/25/2013	3,411.37	3,411.37

All payments will be applied to the oldest invoice first. Service charge of 1.5% per month will be charged on amounts unpaid in accordance with the terms of our agreement. Thank you for the privilege of serving you!

Total \$21,894.32

NUTRITION MANAGEMENT SERVICES CO.

Invoice

2071 Kimberton Road
P.O. Box 725
Kimberton, PA 19442

Date	Invoice #
11/4/2013	56540

Bill To Mount Vernon Hospital ATTN: Nick D'Addesio 12 North 7th Avenue Mount Vernon, NY 10550

P.O. No.	Terms	NMSC ID#
11/01-11/03/2013	Due on receipt	105144

Quantity	Description	Rate	Amount
	November 2013		
	11/01/2013 - Fri. Breakfast, Lunch & Dinner	1,463.22	1,463.22
	11/02/2013 - Sat. Breakfast, Lunch & Dinner	1,463.22	1,463.22
	11/03/2013 - Sun. Breakfast, Lunch & Dinner	1,463.22	1,463.22

All payments will be applied to the oldest invoice first. Service charge of 1.5% per month will be charged on amounts unpaid in accordance with the terms of our agreement. Thank you for the privilege of serving you!

Total \$4,389.66

NUTRITION MANAGEMENT SERVICES CO.

Invoice

2071 Kimberton Road
P.O. Box 725
Kimberton, PA 19442

Date	Invoice #
10/31/2013	56544

Bill To
Montefiore Health System ATTN: Ed Pfleging 3332 Rochambeau Avenue 4th Floor Bronx, NY 10467

P.O. No.	Terms	NMSC ID#
Inventory	Due on receipt	

Quantity	Description	Rate	Amount
	Inventory taken by Joe Mazzoni, NMSC and Ms. Marcy Brink. Montefiore Health System. Approved and accepted by Ms. Marcy Brink (summary attached)	8,600.54	8,600.54
All payments will be applied to the oldest invoice first. Service charge of 1.5% per month will be charged on amounts unpaid in accordance with the terms of our agreement. Thank you for the privilege of serving you!		Total	\$8,600.54

NUTRITION MANAGEMENT SERVICES COMPANY

INVENTORY SUMMARY

FACILITY: Mt Vernon Hospital

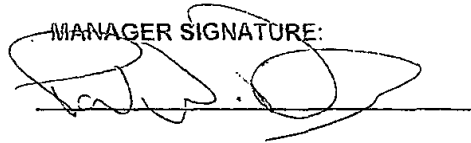
YEAR: 2013

MONTH:

PERIOD: End Of Month

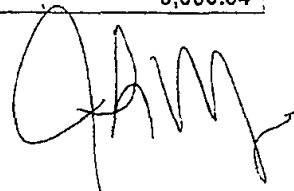
FIN-Form 103

MANAGER SIGNATURE:



LINE	CATEGORY	MID MONTH	MONTH END
1	Meat	-	398.35
2	Meat	-	143.71
3	Meat	-	-
4	Meat	-	8.80
5	Meat/Dairy(Eggs,Butter, Cheese)	-	-
1-5	Total Meat	-	550.87
6	Fresh/Frozen Fruits & Veggies	-	-
7	Fresh/Frozen Fruits & Veggies	-	146.35
8	Fresh/Frozen Fruits & Veggies	-	77.32
9	Fresh/Frozen Fruits & Veggies	-	81.54
6-9	Total Fruits & Veggies	-	305.21
10	Groceries (Misc. Frozen)	-	531.45
11	Groceries (Condiments & Sauces)	-	88.02
12	Groceries (Canned Fruits)	-	240.13
13	Groceries (Beverages)	-	185.39
14	Groceries (Canned Juices)	-	246.10
15	Groceries (Canned Vegetables)	-	308.77
16	Groceries (Soups & Seafood)	-	48.19
17	Groceries (Cereals)	-	147.39
18	Groceries (Crackers & Cookies)	-	295.80
19	Groceries (Gelatin & Pudding)	-	136.78
20	Groceries (Portion Controlled, Misc.)	-	297.15
21	Groceries (Dried,Sugar, Flour)	-	391.35
22	Groceries (Cake & Icing,Pasta)	-	39.81
23	Groceries (Spices & Seasonings)	-	30.65
24	Groceries (Coloring, Extracts)	-	-
25	Groceries (LowSodium, Dietetic)	-	-
26	Groceries (Coffee)	-	233.29
27	Groceries (Special Functions)	-	32.25
10-27	Total Groceries	-	3,252.49
28	Milk & Cream	-	320.44
29	Ice Cream	-	127.88
28-29	Total Milk & Ice Cream	-	448.32
30	Baked Goods	-	140.60
31	Supplements	-	2,198.76
32	3-Day Emergency Stock	-	13.40
1-32	Total Food	-	6,909.65
DIRECT COSTS			
33	Paper & Supplies	-	138.08
34	Paper & Supplies	-	463.72
35	Paper & Supplies	-	523.53
36	Cleaning Supplies	-	565.57
33-36	Total Direct Costs	-	1,690.90
1-36	Total Inventory	-	8,600.54

Manager's
10/2/13
Inventory



PORZIO
BROMBERG & NEWMAN P.C.

ATTORNEYS AT LAW

MORRISTOWN NJ • NEW YORK NY • PRINCETON NJ • WESTBOROUGH MA

MATHEW D. LASKOWSKI
SENIOR PARALEGAL
DIRECT DIAL NO.: 973-889-4256
E-MAIL ADDRESS: MDLASKOWSKI@PBNLAW.COM

January 29, 2014

VIA FEDERAL EXPRESS

The Garden City Group, Inc.
Attn: Sound Shore Medical of Westchester
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Re: *In re: Sound Shore Medical of Westchester, et al.*
Docket No.: 13-22840
Our File No.: 18842.96046

Dear Sir or Madam:

Enclosed please find the original and one copy of the Proofs of Claim of Nutrition Management Services Company in the above matter.

Please stamp the copies as filed and return same in the enclosed envelope.

Thank you for your attention to this matter.

Very truly yours,



Mathew D. Laskowski,
Senior Paralegal to Warren J. Martin Jr.

/mdl
Enclosure

100 SOUTHGATE PARKWAY, P.O. BOX 1997
MORRISTOWN, NJ 07962-1997
TELEPHONE (973) 538-4006
FAX (973) 538-5146
www.pbnlaw.com

From: (973) 889-4256 Origin ID LKKA
MATHEW D LASKOWSKI PARALEGAL
PORZIO, BROMBERG & NEWMAN, P.C
100 SOUTHGATE PARKWAY
MORRISTOWN, NJ 07960



Ship Date: 29JAN14
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SHIP TO: (614) 289-5400 BILL SENDER
Sound Shore Medical of Westchester
co GCG
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

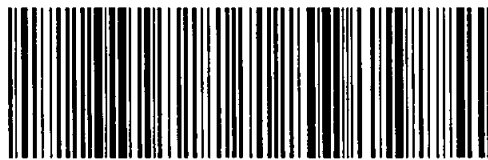
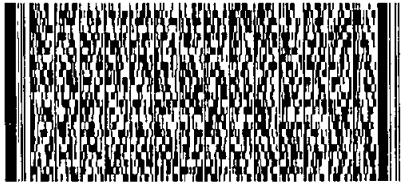
Ref # 18842.96046
Invoice #
PO #
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PRIORITY OVERNIGHT

TRK# 7977 6320 8610
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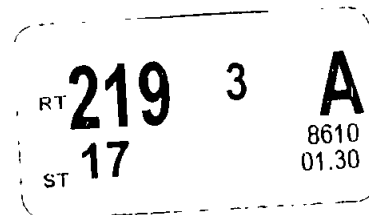
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Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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

FILED - 01297

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

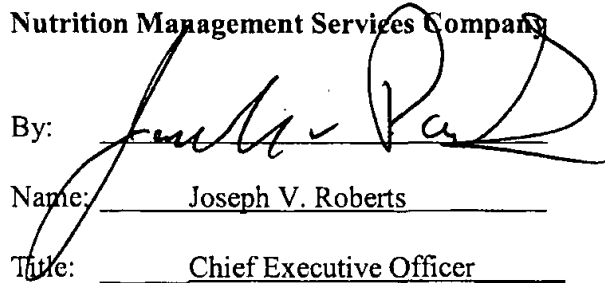
SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

LIMITED POWER OF ATTORNEY

The undersigned hereby grants Warren J. Martin, Esq., Mark J. Politan, Esq., and any other attorney of Porzio, Bromberg & Newman, P.C., Limited Power of Attorney for the specific purpose of signing General and Administrative Proof(s) of Claim on behalf of Nutrition Management Services Company in connection with the bankruptcy proceeding of Sound Shore Medical Center of Westfield, *et al.* (Case No. 13-22840 (RDD)), which is currently pending in the United States Bankruptcy Court for the Southern District of New York.

Nutrition Management Services Company

By: 

Name: Joseph V. Roberts

Title: Chief Executive Officer

NUTRITION MANAGEMENT SERVICES CO.

Invoice

2071 Kimberton Road
P.O. Box 725
Kimberton, PA 19442

Date	Invoice #
10/31/2013	56538

Bill To
Sound Shore Medical Center of Westchester ATTN: Nick D'Addesio 16 Guion Place New Rochelle, NY 10802

P.O. No.	Terms	NMSC ID#
October 2013	Due on receipt	105144

Quantity	Description	Rate	Amount
	For the Period October 1 - October 31, 2013		
87	Guest Meals	5.00	435.00
557	Volunteer Meals	5.00	2,785.00
1,457	ER Meal Trays	5.00	7,285.00
173	Maternity/Hip Meal Upcharge	5.00	865.00
30	Infusion Chemo Hot Meals	5.00	150.00
7	Infusion Chemo Sandwiches	5.00	35.00
1,209	ER Sandwiches	5.00	6,045.00
	Catering & Special Functions		
	Resident Functions	2,173.61	2,173.61
	Non-Resident Functions	2,292.36	2,292.36
	Supplements w/Cap	2,922.31	2,922.31
	Hydration Program Commercial		
	Non-Commercial		
	Probiotic DanActive		
	Thickened Liquids		
	Supplements \$6,211.92		
	Patient Days 6741		
	Cost/Day \$ 0.922		
	Allowance/Mcal \$ 0.488		
	Billed \$2,922.31		

All payments will be applied to the oldest invoice first. Service charge of 1.5% per month will be charged on amounts unpaid in accordance with the terms of our agreement. Thank you for the privilege of serving you!

Total

\$24,988.28

NUTRITION MANAGEMENT SERVICES CO.

2071 Kimberton Road
P.O. Box 725
Kimberton, PA 19442

Invoice

Date	Invoice #
11/4/2013	56541

Bill To
Sound Shore Medical Center of Westchester ATTN: Nick D'Addesio 16 Guion Place New Rochelle, NY 10802

P.O. No.	Terms	NMSC ID#
11/01-11/03/2013	Due on receipt	105144

Quantity	Description	Rate	Amount
	November 2013		
	11/01/2013 - Fri. Breakfast, Lunch & Dinner	6,342.00	6,342.00
	11/02/2013 - Sat. Breakfast, Lunch & Dinner	6,342.00	6,342.00
	11/03/2013 - Sun. Breakfast, Lunch & Dinner	6,342.00	6,342.00
All payments will be applied to the oldest invoice first. Service charge of 1.5% per month will be charged on amounts unpaid in accordance with the terms of our agreement. Thank you for the privilege of serving you!		Total	\$19,026.00

NUTRITION MANAGEMENT SERVICES CO.

2071 Kimberton Road
P.O. Box 725
Kimberton, PA 19442

Invoice

Date	Invoice #
11/4/2013	56542

Bill To
Sound Shore Medical Center of Westchester ATTN: Nick D'Addesio 16 Guion Place New Rochelle, NY 10802

P.O. No.	Terms	NMSC ID#
11/01-11/03/2013	Due on receipt	105144

Quantity	Description	Rate	Amount
	For the Period November 1 - November 3, 2013		
3	Guest Meals	5.00	15.00
22	Volunteer Meals	5.00	110.00
141	ER Meal Trays	5.00	705.00
16	Maternity/Hip Meal Upcharge	5.00	80.00
0	Infusion Chemo Hot Meals	5.00	0.00
0	Infusion Chemo Sandwiches	5.00	0.00
118	ER Sandwiches	5.00	590.00
	Catering & Special Functions		
	Resident Functions	0.00	0.00
	Non-Resident Functions	0.00	0.00
	Supplements w/Cap	0.00	0.00
	Hydration Program Commercial		
	Non-Commercial		
	Probiotic DanActive		
	Thickened Liquids		
	Supplements \$ 0.00		
	Patient Days 675		
	Cost/Day \$ 0.00		
	Allowance/Meal \$ 0.488		
	Billed \$ 0.00		

All payments will be applied to the oldest invoice first. Service charge of 1.5% per month will be charged on amounts unpaid in accordance with the terms of our agreement. Thank you for the privilege of serving you!

Total \$1,500.00

NUTRITION MANAGEMENT SERVICES CO.

Invoice

2071 Kimberton Road
P.O. Box 725
Kimberton, PA 19442

Date	Invoice #
10/31/2013	56543

Bill To
Montefiore Health System ATTN: Ed Pfleging 3332 Rochambeau Avenue 4th Floor Bronx, NY 10467

P.O. No.	Terms	NMSC ID#
Inventory	Due on receipt	

Quantity	Description	Rate	Amount
	Inventory taken by Joe Mazzoni, NMSC and Ms. Marcy Brink, Montefiore Health System. Approved and accepted by Ms. Marcy Brink (summary attached)	41,337.64	41,337.64
All payments will be applied to the oldest invoice first. Service charge of 1.5% per month will be charged on amounts unpaid in accordance with the terms of our agreement. Thank you for the privilege of serving you!		Total	\$41,337.64

Inventory Summary

Month: October 29 2013

Page	Category	Period Ending	Period Ending	Period Ending	Period Ending	Ending Summary
1	Meat - Beef & Seafood	0.0	0.0	0.0	0.0	\$ 3,155.97
2	Meat - Lamb & Pork	0.0	0.0	0.0	0.0	\$ 317.02
3	Meat - Poultry & Veal	0.0	0.0	0.0	0.0	\$ 464.42
4	Meat - Smoked & Canned	0.0	0.0	0.0	0.0	\$ -
	TOTAL MEAT	0.0	0.0	0.0	0.0	\$ 3,937.41
5	Frozen Fruit & Juices	0.0	0.0	0.0	0.0	\$ 382.73
6	Frozen Vegetables	0.0	0.0	0.0	0.0	\$ 1,743.16
11	Fresh Fruit	0.0	0.0	0.0	0.0	\$ 188.18
12	Fresh Vegetables	0.0	0.0	0.0	0.0	\$ 225.66
	TOTAL FRUITS & VEGETABLES	0.0	0.0	0.0	0.0	\$ 2,539.73
7	Groceries - Miscellaneous Frozen	0.0	0.0	0.0	0.0	\$ 1,880.80
13	Groceries - Canned Fruits & Pie Fillings	0.0	0.0	0.0	0.0	\$ 1,373.96
14	Beverages	0.0	0.0	0.0	0.0	\$ 1,351.85
15	Groceries - Canned Juices & Juice Base	0.0	0.0	0.0	0.0	\$ 615.03
16	Groceries - Canned Vegetables	0.0	0.0	0.0	0.0	\$ 740.70
17	Groceries - Soups & Seafood	0.0	0.0	0.0	0.0	\$ 65.29
18	Groceries - Cereal	0.0	0.0	0.0	0.0	\$ 273.17
19	Groceries - Crackers & Cookies	0.0	0.0	0.0	0.0	\$ 26.90
20	Groceries - Gelatins & Puddings	0.0	0.0	0.0	0.0	\$ 494.07
21	Groceries - Dried Fruits, Nuts, etc.	0.0	0.0	0.0	0.0	\$ 299.06
22	Groceries - Cake, Icing Mixes, Pasta	0.0	0.0	0.0	0.0	\$ 340.19
23	Groceries - Portion Controlled	0.0	0.0	0.0	0.0	\$ 1,080.27
24	Groceries - Preserves, Jellies, Syrups	0.0	0.0	0.0	0.0	\$ 304.07
25	Groceries - Condiments & Sauces	0.0	0.0	0.0	0.0	\$ 694.47
26	Groceries - Spices & Seasonings	0.0	0.0	0.0	0.0	\$ 107.53
27	Groceries - Food Coloring, Extracts, etc.	0.0	0.0	0.0	0.0	\$ 4.92
28	Groceries - Low Sodium - Dietetic	0.0	0.0	0.0	0.0	\$ -
30	Retail Items	0.0	0.0	0.0	0.0	\$ 4,866.91
31	Three-Day Emergency Stock	0.0	0.0	0.0	0.0	\$ -
	TOTAL GROCERIES / EMER. STOCK	0.0	0.0	0.0	0.0	\$ 14,519.17
8	Dairy - Milk & Ice Cream	0.0	0.0	0.0	0.0	\$ 509.02
9	Dairy - Eggs, Butter & Cheese	0.0	0.0	0.0	0.0	\$ 263.18
	TOTAL MILK & ICE CREAM	0.0	0.0	0.0	0.0	\$ 772.20
10	Baked Goods	0.0	0.0	0.0	0.0	\$ -
29	Supplements	0.0	0.0	0.0	0.0	\$ 10,085.85
	TOTAL FOOD INVENTORY	0.0	0.0	0.0	0.0	\$ 31,854.36
32	Paper & Supplies - Bags & Cups	0.0	0.0	0.0	0.0	\$ 3,856.39
33	Paper & Supplies - Liners, Napkins, etc.	0.0	0.0	0.0	0.0	\$ 4,480.91
34	Paper & Supplies - Wraps, etc.	0.0	0.0	0.0	0.0	\$ 1,233.01
	TOTAL PAPER & SUPPLIES	0.0	0.0	0.0	0.0	\$ 9,570.31
35	Cleaning Supplies	0.0	0.0	0.0	0.0	\$ 1,610.32
	TOTAL DIRECT	0.0	0.0	0.0	0.0	\$ 11,180.63
	TOTAL INVENTORY	0.0	0.0	0.0	0.0	\$ 43,034.99
	Taken By:					
	Reviewed By:					



ATTORNEYS AT LAW

MORRISTOWN NJ • NEW YORK NY • PRINCETON NJ • WESTBOROUGH MA

MATHEW D. LASKOWSKI
SENIOR PARALEGAL
DIRECT DIAL NO.: 973-889-4256
E-MAIL ADDRESS: MDLASKOWSKI@PBNLAW.COM

January 29, 2014

VIA FEDERAL EXPRESS

The Garden City Group, Inc.
Attn: Sound Shore Medical of Westchester
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Re: *In re: Sound Shore Medical of Westchester, et al.*
Docket No.: 13-22840
Our File No.: 18842.96046

Dear Sir or Madam:

Enclosed please find the original and one copy of the Proofs of Claim of Nutrition Management Services Company in the above matter.

Please stamp the copies as filed and return same in the enclosed envelope.

Thank you for your attention to this matter.

Very truly yours,

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

Mathew D. Laskowski,
Senior Paralegal to Warren J. Martin Jr.

/mdl
Enclosure

100 SOUTHGATE PARKWAY, P.O. BOX 1997
MORRISTOWN, NJ 07962-1997
TELEPHONE (973) 538-4006
FAX (973) 538-5146
www.pbnlaw.com

From: (973) 889-4256 Origin ID LKKA
MATHEW D LASKOWSKI PARALEGAL
PORZIO, BROMBERG & NEWMAN, P.C
100 SOUTHGATE PARKWAY

MORRISTOWN, NJ 07960



Ship Date: 29JAN14
ActWgt: 0.5 LB
CAD: 4139823/NET3490

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SHIP TO: (614) 289-5400 BILL SENDER
Sound Shore Medical of Westchester
co GCG
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

Ref # 18842 96046
Invoice #
PO #
Dept #

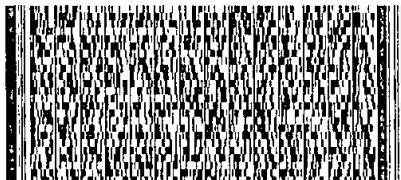
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SOUND SHORE MEDICAL CENTER OF WESTCHESTER

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

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



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

KENT T. STAUFFER
EXECUTIVE DEPUTY ATTORNEY GENERAL
DIVISION OF STATE COUNSEL

LISA R. DELL
ASSISTANT ATTORNEY GENERAL IN CHARGE
LITIGATION BUREAU

WRITER'S TELEPHONE (212) 416-8666

January 28, 2014

BY UPS

Sound Shore Medical of Westchester, et al.
c/o GCG, Inc.
5151 Blazer Parkway Suite A
Dublin Ohio, 43017

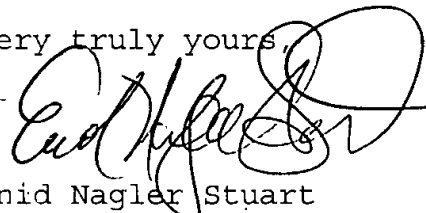
Re: In Re Sound Shore Medical Center
Chapter 11 Case No: 13-22840

Dear Sir or Madam:

Enclosed are an original and one copy of an Administrative Expense Proof of Claim to be filed in the above reference case. Please file the original and date-stamp and return the copy in the self-addressed and stamped envelope provided for your convenience.

Thank you for your attention to this matter.

Very truly yours,


Enid Nagler Stuart
Assistant Attorney General

Enc.

Rider to Administrative Expense Claim of the
Medicaid Fraud Control Unit

- 1) As of the petition date, the Office of the Attorney General, Medicaid Fraud Control Unit ("MFCU") was a creditor of the Sound Shore Medical Center of Westchester ("SSMC"), one of the debtors in this jointly administered case, holding a claim arising from a prepetition agreement (the "Settlement Agreement") between SSMC and the State of New York, through MFCU. The Settlement Agreement provided for the repayment by SSMC of \$2,241,760.35 in overpayments in connection with drug related claim reimbursements. A true and accurate copy of the Settlement Agreement is attached here as Exhibit A.
- 2) On June 17, 2013, the Debtors filed a motion to authorize SSMC to honor and to continue to perform under the Settlement Agreement (the "Motion") [Docket No. 86]. The Motion sets forth in detail the relationship between the Debtors and MFCU. MFCU incorporates the Motion as if fully set forth here in length.
- 3) On August 5, 2013, the Bankruptcy Court entered an Order authorizing the honoring and continuation of performance under the Settlement Agreement [Docket No. 244].
- 4) The amount owed by SSMC under the Settlement Agreement as of the date of this Administrative Expense Claim is \$1,216,807.35, which reflects all payments made to date.

Exhibit A

Settlement Agreement

SETTLEMENT AGREEMENT

AGREEMENT dated the 16 day of April, 2012, by and between the STATE OF NEW YORK (hereinafter "STATE"), by the Office of the Attorney General, Medicaid Fraud Control Unit (hereinafter "MFCU"), and SOUND SHORE MEDICAL CENTER OF WESTCHESTER (hereinafter "SSMC") (collectively referred to as the "Parties"),

WHEREAS, SSMC, a hospital with its main campus located at 16 Guion Place, New Rochelle, New York, was enrolled in the Medicaid program, under provider number 00274126, as a provider, among other things, of ambulatory services during the period, during the period October 3, 2004 through January 31, 2011; and

WHEREAS, SSMC is required, pursuant to New York Social Services Law 367-a 9(a), to submit any claims to the Medicaid program for drugs administered to Medicaid recipients at their respective acquisition cost; and

WHEREAS, the MFCU conducted an investigation of claims submitted by SSMC to the Medicaid program for drugs administered to Medicaid recipients and conducted an audit of such claims for dates of service from October 3, 2004 through January 31, 2011 (hereinafter the "Audit Period"); and

WHEREAS, the STATE has certain civil and administrative causes of action against SSMC for the following conduct (hereinafter the "Covered Conduct"):

During the Audit Period, SSMC in violation of New York State Finance Law § 189, *et seq.*, and New York Social Services Law § 367-a 9(a) submitted claims to Medicaid and secured payment thereon for drugs

administered to Medicaid recipients at amounts in excess of SSMC's actual cost of said drugs, and the New York State Medicaid program was thereby overbilled.

WHEREAS, SSMC cooperated fully with the MFCU throughout the audit process;

WHEREAS, SSMC and its affiliated entities, Howe Avenue Nursing Home, Inc. (the "nursing home") and New Rochelle Sound Shore Housing, LLC (the "housing company"), are currently seeking to refinance the existing mortgages on their on-campus real estate, and specifically mortgages on SSMC itself, the nursing home, and the housing company's apartments (a "Refinancing Event");

WHEREAS, SSMC and the STATE have agreed to resolve the issues raised by the STATE'S investigation;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, SSMC and the STATE agree as follows:

1. The STATE represents that it has the authority to enter into this settlement and to effectuate a final resolution with regard to the alleged Medicaid overpayments and civil claims on behalf of the State of New York. It is understood that SSMC is entering into this settlement in reliance on this representation.
2. SSMC agrees to pay the STATE the sum of TWO MILLION TWO HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,241,760.35) in principal and pre-settlement interest pursuant to the following schedule (hereinafter, "SCHEDULED PAYMENTS"):

- (a) An initial SCHEDULED PAYMENT of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), to be made upon the execution of this agreement on or before April 13, 2012; and,
- (b) The balance of TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35), and interest calculated thereon at the rate of Nine Percent (9%) per annum, for a total of TWO MILLION FOUR HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND FIFTY-THREE CENTS (\$2,443,614.53) to be paid pursuant to a schedule of the principal and interest payments due hereunder ("Scheduled Payments") as set forth on Exhibit "A";
- (c) The first of the SCHEDULED PAYMENTS shall be made on or before May 1, 2012. All subsequent SCHEDULED PAYMENTS shall be made on or before the 1st day of each succeeding month.
- (d) Upon the occurrence of a Refinancing Event, all Scheduled Payments shall be immediately due and payable, and SSMC shall pay the STATE, at the closing of the Refinancing Event, the remaining principal then due, together with any interest accrued thereon, in full satisfaction of this agreement. SSMC further states and agrees that at such closing, other than the holders of the mortgages referred to in the recitals to this Agreement, no other creditor will be paid ahead of the STATE. This term is a material term of this Agreement.

(e) Notwithstanding paragraph 2(b) and 2(d) above, SSMC may at anytime, and without penalty, pay the remaining principal then due, together with any interest accrued thereon, in full satisfaction of this agreement.

3. All SCHEDULED PAYMENTS due hereunder shall be by check payable to the "NYS Attorney General Medicaid Fraud Control Restitution Fund" delivered to the Office of the Attorney General, MFCU, Special Projects Unit, One Blue Hill Plaza, 6th Floor, Pearl River, New York 10965-1747, or by electronic funds transfer pursuant to written instructions to be provided by the Attorney General.
4. In the event of the commencement of a bankruptcy proceeding by or against SSMC, or the withdrawal or disqualification of SSMC from participation in the Medicaid program (the "Acceleration Events"), SSMC shall give notice of such Acceleration Event to MFCU by overnight courier service by the earlier of (a) any determination by SSMC to participate in such Acceleration Event or upon receipt of notice from any third-party that such Acceleration Event may occur; or (b) no later than twenty-four (24) hours after the Acceleration Event if SSMC lacked advance notice of such Acceleration Event. If such an Acceleration Event occurs, the entire unpaid balance, including interest, due to the STATE under the terms of this Agreement shall become immediately due and payable.
5. In return for MFCU's agreement to accept installment payments for the amounts due under this Agreement, SSMC shall provide the STATE, upon execution of this Agreement, a signed confession of judgment in the form annexed as Exhibit "B" hereto in the amount of TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS

(\$2,141,760.35) plus interest calculated as set forth in "2b" above. If SSMC fails to make a payment by the first day of the month, then the STATE shall provide SSMC five (5) business days written notice to cure the default. If payment is not made by the expiration of said five (5) business days, the STATE may file the Confession of Judgment without further notice to SSMC. Upon the occurrence of any other circumstance which would give the STATE good cause to believe that SSMC will default upon its obligation, including but not limited to the occurrence of an Acceleration Event, the STATE may file said Confession of Judgment without notice to SSMC. In such event, the STATE may execute upon the Judgment without notice to SSMC, in the full amount of the unpaid balance due under this Agreement.

6. In consideration of the foregoing payment by SSMC, the payments made hereunder shall be received in full satisfaction of the obligations of SSMC for the Covered Conduct during the Audit Period, and the STATE shall not seek to impose any other financial obligation due to the Covered Conduct and the STATE further agrees to release and discharge SSMC and its respective employees, agents, officers and directors, from, any and all claims for repayment of Medicaid funds, including interest and monetary penalties thereon, by the STATE against SSMC which arose or could have arisen as a result of the Covered Conduct.
7. The making of this Agreement is not intended, and shall not be construed as an admission that SSMC knowingly or intentionally overbilled the Medicaid program or violated any law, ordinance or regulation, but SSMC admits that SSMC received Medicaid overpayments due to the Covered Conduct.

8. This Agreement is intended to be for the benefit of the Parties only, and, by this instrument, the Parties do not release any claims against any other person or entity.
9. SSMC will not submit additional or adjusted claims for the Covered Conduct.
10. SSMC agrees not to further contest MFCU's determinations concerning the Covered Conduct and hereby waives all administrative and procedural rights, if any, with respect to the MFCU investigation.
11. Notwithstanding any terms of the Agreement, the relief provided for herein relates solely to Medicaid compensation paid to or claimed by SSMC pursuant to any statutes, rules, regulations and official directives governing Medicaid payment with respect to the Covered Conduct and not to any other relationship between SSMC and STATE.
12. Nothing in this Agreement shall relieve SSMC from obligations imposed by any applicable state or federal law or regulation or other applicable law, except as specifically set forth herein.
13. SSMC agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects SSMC's (a) testimonial obligations or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.
14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of law or conflict of laws principles.

The Parties consent to the jurisdiction of the Supreme Court of the State of New York, New York County, in any action to enforce or interpret this Agreement.

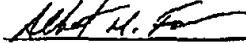
15. Any failure by the STATE to insist upon the strict performance by SSMC of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the STATE, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement by SSMC.
16. If this Agreement is cancelled or voided for any reason, all payments made by SSMC pursuant to this Agreement, and any interest and income accrued thereon, shall be retained by the STATE and credited against any potential cause of action concerning the Covered Conduct. The STATE shall retain full rights to assert any and all causes of action against SSMC, and SSMC shall retain any and all defenses thereto.
17. This Agreement is binding upon all parties and upon the assigns, transferees, purchasers and any successors-in-interest of SSMC.
18. The Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.
19. SSMC acknowledges that it has entered into this Agreement freely and voluntarily and upon due deliberation, with the advice of counsel, and without coercion or duress.
20. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
21. This Agreement constitutes the complete and full agreement reached by the STATE and SSMC, and may not be changed in any respect, except by a writing duly executed by the parties or their authorized representatives.

WHEREFORE, the Parties have read the foregoing Agreement and accept and agree to the provisions contained therein and hereby have caused this Agreement to be signed as of the date set forth above.

AGREED TO:

SOUND SHORE MEDICAL CENTER
OF WESTCHESTER

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT

By: 
Albert M. Farina
Chief Financial Officer
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

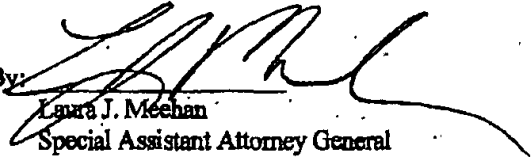
By: 
Laura J. Meehan
Special Assistant Attorney General
Office of the Attorney General
Medicaid Fraud Control Unit
One Blue Hill Plaza, 6th Floor
Pearl River, New York 10965

EXHIBIT A

EXHIBIT A					
TO THE SOUND SHORE MC WESTCHESTER SETTLEMENT AGREEMENT					
Total Restitution Amount		\$2,241,760.35			
Less: Downpayment		(\$100,000.00)			
Paydown Principal		\$2,141,760.35			
Annual Interest		9%			
Periods per Year		12			
Period Interest		0.75%			
Number of Years		3			
Number of Periods		36			
Period Payment Amount		\$67,800.40			
Payment Number	Payment Date	Period Payment	Period Interest	Period Principal	Remaining Balance
1	5/1/2012	\$67,800.40	\$0.00	\$67,800.40	\$2,074,159.95
2	6/1/2012	\$67,800.40	\$15,558.20	\$52,044.20	\$2,022,116.75
3	7/1/2012	\$67,800.40	\$16,165.87	\$52,434.53	\$1,969,681.22
4	8/1/2012	\$67,800.40	\$14,772.81	\$52,827.79	\$1,916,853.43
5	9/1/2012	\$67,800.40	\$14,378.40	\$53,224.00	\$1,863,629.43
6	10/1/2012	\$67,800.40	\$13,977.22	\$53,623.18	\$1,810,006.25
7	11/1/2012	\$67,800.40	\$13,575.05	\$54,025.35	\$1,755,980.90
8	12/1/2012	\$67,800.40	\$13,169.86	\$54,430.54	\$1,701,550.35
9	1/1/2013	\$67,800.40	\$12,761.83	\$54,838.77	\$1,646,711.58
10	2/1/2013	\$67,800.40	\$12,360.34	\$55,250.06	\$1,591,461.52
11	3/1/2013	\$67,800.40	\$11,955.98	\$55,664.44	\$1,535,797.08
12	4/1/2013	\$67,800.40	\$11,548.48	\$56,081.92	\$1,479,715.16
13	5/1/2013	\$67,800.40	\$11,097.88	\$56,502.54	\$1,423,212.62
14	6/1/2013	\$67,800.40	\$10,674.09	\$56,926.31	\$1,366,286.31
15	7/1/2013	\$67,800.40	\$10,247.15	\$57,353.25	\$1,308,933.06
16	8/1/2013	\$67,800.40	\$9,817.00	\$57,783.40	\$1,251,149.66
17	9/1/2013	\$67,800.40	\$9,383.62	\$58,216.78	\$1,192,932.88
18	10/1/2013	\$67,800.40	\$8,947.00	\$58,653.40	\$1,134,279.48
19	11/1/2013	\$67,800.40	\$8,507.10	\$59,093.30	\$1,075,186.17
20	12/1/2013	\$67,800.40	\$8,063.90	\$59,538.50	\$1,015,647.67
21	1/1/2014	\$67,800.40	\$7,617.37	\$59,983.03	\$955,664.64
22	2/1/2014	\$67,800.40	\$7,167.50	\$60,432.90	\$895,231.74
23	3/1/2014	\$67,800.40	\$6,714.25	\$60,886.15	\$834,347.60
24	4/1/2014	\$67,800.40	\$6,257.61	\$61,342.79	\$773,004.80
25	5/1/2014	\$67,800.40	\$5,797.54	\$61,802.86	\$711,201.94
26	6/1/2014	\$67,800.40	\$5,334.01	\$62,266.39	\$648,935.55
27	7/1/2014	\$67,800.40	\$4,867.02	\$62,733.38	\$586,202.17
28	8/1/2014	\$67,800.40	\$4,398.52	\$63,203.88	\$522,998.29
29	9/1/2014	\$67,800.40	\$3,922.49	\$63,677.91	\$459,320.37
30	10/1/2014	\$67,800.40	\$3,444.80	\$64,155.50	\$395,164.88
31	11/1/2014	\$67,800.40	\$2,963.74	\$64,636.66	\$330,528.21
32	12/1/2014	\$67,800.40	\$2,478.96	\$65,121.44	\$265,406.77
33	1/1/2015	\$67,800.40	\$1,990.55	\$65,609.85	\$199,796.93
34	2/1/2015	\$67,800.40	\$1,498.48	\$66,101.92	\$133,695.00
35	3/1/2015	\$67,800.40	\$1,002.71	\$66,597.69	\$67,097.32
36	4/1/2015	\$67,800.65	\$503.23	\$67,097.32	(\$0.00)
Totals		\$2,433,614.55	\$291,854.20	\$2,141,760.35	

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
STATE OF NEW YORK,

Plaintiff,

Index No. _____

-against-

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER,

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

Defendant.
-----X

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

Albert M. Farina, being duly sworn, deposes and says:

1. I am the Chief Financial Officer of SOUND SHORE MEDICAL CENTER OF WESTCHESTER (hereinafter "SSMC"), a not for profit corporation duly organized and existing under the laws of the State of New York. SSMC's principal place of business is located at 16 Guion Place, New Rochelle, County of Westchester, New York. In the period October 3, 2004 through January 31, 2011, SSMC, a provider with the New York State Medical Assistance Program, commonly known as Medicaid, provided care and services to Medicaid recipients. SSMC's Medicaid Management Information System number is 00274126.

2. In my capacity as Chief Financial Officer of SSMC and acting within the scope of my authority and on behalf of SSMC, I hereby confess judgment against SSMC and authorize entry thereof in favor of the State of New York (the "STATE") in the sum of **TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35)** plus NINE PERCENT (9%) interest thereon, as

detailed in paragraph 2b of the Settlement Agreement, incorporated herein by reference, and a true and correct copy of which is attached hereto, and which I executed on behalf of SSMC.

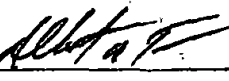
3. In my official capacity as Chief Financial Officer of SSMC, I hereby authorize entry of judgment against SSMC in New York County, in the State of New York, and in any other county in which SSMC owns property, including Westchester County.

4. This Confession of Judgment is for a debt due the STATE arising out of SSMC's participation as a provider in the Medicaid Program. As set forth in the attached Settlement Agreement, SSMC received overpayments from the Medicaid Program during the period of October 3, 2004 through January 31, 2011.

5. The overpayment amounts due and owing to the Medicaid Program total **TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35)** plus interest thereon, as set forth in paragraph 2 herein and in paragraph 2b of the attached Settlement Agreement.

6. In my official capacity as Chief Financial Officer of SSMC, I expressly authorize entry of judgment based on this Affidavit of Confession of Judgment against SSMC at any time in the amount of **TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35)**, plus interest thereon as set forth in paragraph 2 herein and in paragraph 2b of the attached Settlement Agreement, less any amounts that may have been paid to the STATE pursuant to the Settlement Agreement.

SOUND SHORE MEDICAL
CENTER OF WESTCHESTER

By: 
Chief Financial Officer

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On this 16th day of April, 2012, before me personally came Albert M. Farina, to me known, who being by me duly sworn, did depose and say that he resides in Westchester County; that he is the Chief Financial Officer of Sound Shore Medical Center of Westchester, the Not For Profit Corporation which is described in the above instrument; that he signed his name thereto in his capacity as Chief Financial Officer of said Corporation.


Notary Public

STEPHANIE KATE BOYER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806238218
Qualified in Westchester County
My Commission Expires February 07, 2015



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UPS Worldwide Express®

Shipping Document

49:04 Cl

SHIPMENT FROM

UPS
ACCOUNT NO. 144770

REFERENCE NUMBER

ENID NAGLER STUART

TELEPHONE

Assistant Attorney General 212-416-8813

NY'S OFF. ATTORNEY GENERAL

120 BROADWAY FLR 4

NEW YORK

NY 10271-0332

DELIVERY TO

TELEPHONE

Sound Shore Medical of Westchester

c/o GCG, INC.

5151 Blazer Parkway

Suite A

Dublin Ohio

43017



Residential

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SATURDAY DELIVERY

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WEIGHT

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WEIGHT
If Applicable

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PACKAGE

SHIPPER
RELEASE

EXPRESS
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DATE OF SHIPMENT

SHIPMENT
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DELIVERY

1/28/13

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor (Check Only One): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 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).		 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): OBISPO-COMAS, JUANA			☐ Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: OBISPO-COMAS, JUANA 249 S 10TH AVE MOUNT VERNON, NY 10550-3703			Court Claim Number: (If known)
Telephone number: 914/665-5563 Email Address: OBISPO.0426@AOL.COM			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): \$ 300.00 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 - 01026 U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SOUND SHORE MEDICAL CENTER OF WESTCHESTER ROBERT D. DRAIN			
2. Basis for Claim: Professional Services (See instruction #2)			
3. Last four digits of any number by which creditor identifies Debtor: 0150	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: \$ 300.00 *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. \$ 300.00			
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. ☐ 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)

(Attach copy of power of attorney, if any)

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: JUANITA Obispo-Comas (Signature) 10/4/13 (Date)

Title: RHIT, CCS, CPC Coder

Company: Self-Contractor

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

249 South 10th Ave
MT. Vernon, NY 10550

Telephone number: 914-665-5563 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.

☐ 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.

01009261

SSM0203736764



OBISPO-COMAS, JUANA
249 S 10TH AVE
MOUNT VERNON, NY 10550-3703

THANK YOU FOR YOUR BUSINESS!

MOUNT VERNON HOSPITAL

CODER'S NAME JUANA OBISPO-COMAS,RHIT,CCS,CPC

DATE 5/29/13

	ACCOUNT #	MRN	DISCHARGE DATE	COMMENTS
1	2338386	825454	5/24/13	
2	2338969	822623	" " "	
3	2338980	825498	" " "	
4	2338214	825360	" "	
5	2338384	602544	" " "	
6	2338201	821629	" " "	
7	2338919	825484	" "	
8	2339219	825511	" " "	
9	2337266	825357	" "	
10	2338198	825432	" "	
11	2338971	825495	" "	
12	2328753	807301	" " "	
13	2338190	825430	" " "	
14	2335578	305963	" " "	
15	2338696	693658	" "	
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**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.

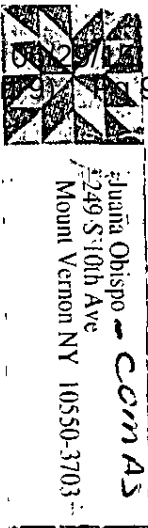
You may be listed as the holder of a claim against the Debtors in the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the "Schedules"). Copies of the Debtor's Schedules are available for inspection on the Court's Internet Website 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.

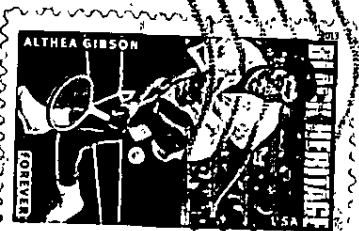
Dated: Great Neck, New York
July 31, 2013

BY ORDER OF THE COURT

GARFUNKEL WILD, P.C.
Counsel to the Debtors
111 Great Neck Road
Great Neck, New York
(516) 393-2200



NEW YORK NY 10000
05 OCT 2013 PM 14 L



Sound Shore Medical Center

at Westchester, et al.

c/o GCG, Inc.

P.O. Box 9982

93017598282

04/14/13 09/17 5982

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.

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.



INVOICE #103312013- Mount Vernon

TO: Rosemary A. Martino
Senior Vice President for Clinical Systems Development
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: October 31, 2013

RE: Agreement for services between Soundshore Medical Center and Primary Care Development Corporation
re: PCMH TA support

Fee: \$3,750

Staff Person	Date	Hours
Henrietta Gbain/Deborah Johnson Ingram	10/1/13	4 hours
Henrietta Gbain/Deborah Johnson Ingram	10/2/13	3 hours
Henrietta Gbain	10/3/13	1.5 hours
Henrietta Gbain/Deborah Johnson Ingram	10/7/13	5.5 hours
Henrietta Gbain/Deborah Johnson Ingram	10/8/13	6.5 hours
Henrietta Gbain	10/9/13	1 hour
Henrietta Gbain /Deborah Johnson Ingram	10/10/13	5 hours
Henrietta Gbain	10/11/13	3 hours
Henrietta Gbain/Deborah Johnson Ingram	10/15/13	6 hours
Henrietta Gbain	10/16/13	3.5 hour
Henrietta Gbain	10/17/13	1 hour
Henrietta Gbain	10/18/13	2 hours
Henrietta Gbain/Deborah Johnson Igram	10/21/13	4 hours
Henrietta Gbain/Deborah Johnson Ingram	10/22/13	6.5 hours
Henrietta Gbain	10/23/13	2 hours
Henrietta Gbain	10/24/13	2 hours
Henrietta Gbain	10/25/13	2 hours
Henrietta Gbain	10/28/13	4.5 hours
Henrietta Gbain	10/30/13	1.5 hours
Total Project Hours for October 2013		64 hours
Discount		34 hours
Total Project Amount		\$7500 (30 hours *\$250)
Total Due re: Mount Vernon		\$3750

Description of Services:

PCMH Technical Assistance to Mount Vernon for Period October 1 thru 31, 2013

Pursuant to the contract for services a copy of which is attached, please pay the total shown above and make check payable to Primary Care Development Corporation.

If you have any questions please contact Dane Ligoure at 212-437-3926 or dligoure@pcdc.org

Thank you for the opportunity to provide services to Soundshore Medical Center.

Regards,

Peter Cucchiara
Managing Director



INVOICE #11052013-2 Nov 1st to Nov 5th – Mount Vernon

TO: Rosemary A. Martino
16 Guion Place
New Rochelle, NY 10802

DATE: December 6, 2013

RE: PCMH TA support

Fee: \$562.50

Staff Person	Date	Hours
Henrietta Gbain/Deborah Johnson Ingram	11/4/13	1.25 hours
Deborah Johnson Ingram	11/5/13	1 hour
Total Due re: Mount Vernon		\$562.50 (2.25 hours*\$250)

Description of Services:

PCMH Technical Assistance to Mount Vernon for Period November 1 thru November 5, 2013.

Please pay the total shown above and make check payable to Primary Care Development Corporation.

If you have any questions please contact Dane Ligoure at 212-437-3926 or dligoure@pcdc.org

Thank you for the opportunity to provide services to you.

Regards,

A handwritten signature in black ink, appearing to read 'Peter Cucchiara'.

Peter Cucchiara
Managing Director

FedEx® US Airbill
Express

8668 5181 8491

0200

Form
10 No

FedEx Retrieval Copy

From 11/30/14 Sender's FedEx Account Number 423-135-700

Sender's Name DANE HIGARE Phone 212 437-3926

Company PDC

Address 22 Cortlandt Street 12th Floor

City New York State NY ZIP 10007

2 Your Internal Billing Reference 3246

3 To Recipient's Name The Garden City Group Phone 614 289-5400

Company Sound Shore Medical of Westchester et al, c/o LLC

Recipient's Address 5151 Blazen Parkway

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

To request a package be held at a specific FedEx location print FedEx address here.

City Dublin State OH ZIP 43007



8668 5181 8491

4a Express Package Service

1 ☒ FedEx Priority Overnight 5 ☐ FedEx Standard Overnight 6 ☐ FedEx First Overnight2 ☐ FedEx 2Day 20 ☐ FedEx Express Saver3 ☐ FedEx 1Day Freight 83 ☐ FedEx 3Day Freight4b Express Freight Service 8 ☐ FedEx 1Day Freight 83 ☐ FedEx 3Day Freight5 ☒ Packaging 2 ☐ FedEx Pak* 3 ☐ FedEx Box 4 ☐ FedEx Tube 1 ☐ Other6 ☐ Special Handling 1 ☐ HOLD Weekday 31 ☐ HOLD Saturday7 ☐ Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below. 2 ☐ Recipient 3 ☐ Third Party 4 ☐ Credit Card 5 ☐ Cash/Check8 ☐ Residential Delivery Signature Options 9 ☐ Signature Required 10 ☐ Signature Not Required

Total Packages 1 Total Weight

Total Packages 1 Total Weight

Total Packages 1 Total Weight

Total Packages 1 Total Weight

Total Packages 1 Total Weight

520

Terms And Conditions

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available upon request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

• Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.

• In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

• We won't be liable:

— for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.

— if you or the recipient violates any of the terms of our Agreement.

— for loss of or damage to shipments of prohibited items, for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

• The highest declared value allowed for a FedEx Envelope or FedEx Pak shipment is \$500.

• For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$500.

• Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.

• You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim

YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Included - A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.

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.



INVOICE #10312013- Soundshore Medical Center

TO: Rosemary A. Martino
Senior Vice President for Clinical Systems Development
Sound Shore Medical Center
16 Guion Place
New Rochelle, NY 10802

DATE: October 31, 2013

RE: Agreement for services between Soundshore Medical Center and Primary Care Development Corporation re: PCMH TA support

Fee: \$3,750

Staff Person	Date	Hours
Henrietta Gbain/Deborah Johnson Ingram	10/1/13	4 hours
Henrietta Gbain/Deborah Johnson Ingram	10/2/13	3 hours
Henrietta Gbain	10/3/13	1.5 hours
Henrietta Gbain/Deborah Johnson Ingram	10/7/13	5.5 hours
Henrietta Gbain/Deborah Johnson Ingram	10/8/13	6.5 hours
Henrietta Gbain	10/9/13	1 hour
Henrietta Gbain /Deborah Johnson Ingram	10/10/13	5 hours
Henrietta Gbain	10/11/13	3 hours
Henrietta Gbain/Deborah Johnson Ingram	10/15/13	6 hours
Henrietta Gbain	10/16/13	3.5 hour
Henrietta Gbain	10/17/13	1 hour
Henrietta Gbain	10/18/13	2 hours
Henrietta Gbain/Deborah Johnson Igram	10/21/13	4 hours
Henrietta Gbain/Deborah Johnson Ingram	10/22/13	6.5 hours
Henrietta Gbain	10/23/13	2 hours
Henrietta Gbain	10/24/13	2 hours
Henrietta Gbain	10/25/13	2 hours
Henrietta Gbain	10/28/13	4.5 hours
Henrietta Gbain	10/30/13	1.5 hours
Total Project Hours for October 2013		64 hours
Discount		34 hours
Total Project Amount		\$7500 (30 hours *\$250)
Total Due re: Sound Shore		\$3750

Description of Services:

PCMH Technical Assistance to Sound Shore for Period October 1 thru 31, 2013

Pursuant to the contract for services a copy of which is attached, please pay the total shown above and make check payable to Primary Care Development Corporation.

If you have any questions please contact Dane Ligoure at 212-437-3926 or dligoure@pcdc.org

Thank you for the opportunity to provide services to Soundshore Medical Center.

Regards,

Peter Cucchiara
Managing Director



INVOICE #11052013-1 Nov 1st to Nov. 5th SoundShore Medical Center

TO: Rosemary A. Martino
16 Guion Place
New Rochelle, NY 10802

DATE: December 6, 2013

RE: re: PCMH TA support

Fee: **\$562.50**

Staff Person	Date	Hours
Henrietta Gbain/Deborah Johnson Ingram	11/4/13	1.25 hours
Deborah Johnson Ingram	11/5/13	1 hour
Total Due re: Sound Shore		\$562.50 (2.25 hours*\$250)

Description of Services:

PCMH Technical Assistance to Sound Shore for Period November 1 thru November 5, 2013

Please pay the total shown above and make check payable to Primary Care Development Corporation.

If you have any questions please contact Dane Ligoure at 212-437-3926 or dligoure@pcdc.org
Thank you for the opportunity to provide services to you.

Regards,

A handwritten signature in black ink, appearing to read 'Peter Cucchiara'.

Peter Cucchiara
Managing Director

FedEx® US Airbill
Express

8668 5181 8491

0200

Form
ID No.**FedEx Retrieval**

1 From 11/30/14 Sender's FedEx Account Number 423-135-700

Sender's Name Dave Hygare Phone 212 437-3926

Company

Address

City

State

ZIP

Dupl./Floor/Suite/Room

2 Your Internal Billing Reference

3 To Recipient's Name The Garden City Group Phone 646 259-5400

Company

Address

We cannot deliver to P.O. boxes or P.O. ZIP codes

Dupl./Floor/Suite/Room

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City

State

ZIP



8668 5181 8491

4a Express Package Service

Packages up to 100 lbs

1 ☒ FedEx Priority Overnight 5 ☐ FedEx Standard Overnight 6 ☐ FedEx First Overnight

Shipments will be delivered on Monday unless SATURDAY Delivery is selected.

2 ☐ FedEx 2Day 20 ☐ FedEx Express Saver

Shipments will be delivered on Tuesday unless SATURDAY Delivery is selected.

3 ☐ FedEx 1Day Freight* 8 ☐ FedEx 2Day Freight 83 ☐ FedEx 3Day Freight

Shipments will be delivered on Monday unless SATURDAY Delivery is selected.

4 ☐ FedEx Envelope* 2 ☐ FedEx Pak* 3 ☐ FedEx Box 4 ☐ FedEx Tube 1

Shipments will be delivered on Monday unless SATURDAY Delivery is selected.

5 ☐ Special Handling 6 ☐ SATURDAY Delivery 1 ☐ HOLD Overnight 31 ☐ HOLD Saturday

Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

7 ☐ Does this shipment contain dangerous goods? 8 ☐ One box must be checked 9 ☐ Dry Ice 10 ☐ Cargo Aircraft Or

Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

11 ☐ Sender 12 ☐ Recipient 13 ☐ Third Party 14 ☐ Credit Card 15 ☐ Other

Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

16 ☐ Total Packages 17 ☐ Total Weight

Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

18 ☐ No Signature Required 19 ☐ Direct Signature 20 ☐ Indirect Signature

Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

21 ☐ Signature Required 22 ☐ Signature Required 23 ☐ Signature Required

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Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

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Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

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Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

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Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

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Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

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Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

42 ☐ Signature Required 43 ☐ Signature Required 44 ☐ Signature Required

Shipments will be delivered on Saturday unless SATURDAY Delivery is selected.

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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): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRRMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) Quest Diagnostics Incorporated		☐ 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 Address Where Notices Should be Sent: Mara Figurelli Quest Diagnostics Incorporated 1 Malcolm Avenue Teterboro, NJ 07608		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: 36361 and 86101				
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): <u>September 2013 through November 6, 2013</u>				
3. DESCRIPTION OF CLAIM (IF KNOWN): <u>Diagnostic testing services</u>				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: <u>\$126,064.42</u> (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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: <u>MARA Figurelli</u> Signature: <u>[Signature]</u> Date: <u>1/27/14</u> Title: <u>A/R Collections Manager</u> Company: <u>Quest Diagnostics</u> Address and telephone number (if different from notice address above): <u>1 Malcolm Ave</u> <u>Teterboro NJ 07608</u> Telephone number: <u>201-393-5779</u> email: <u>mara.s.figurelli@questdiagnostics.com</u>				

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 43017-9982. 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.

Morris James LLP

Brett D. Fallon
302.888.6888
bfallon@morrisjames.com

January 28, 2014

VIA FEDERAL EXPRESS

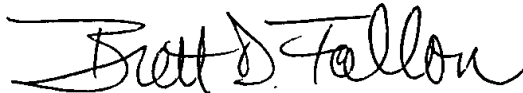
Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017

**Re: *In re Sound Shore Medical Center of Westchester, et al,*
Case No. 13-22840 (RDD)
Proof of Claim of Quest Diagnostics Incorporated**

Dear Ladies and Gentlemen:

Enclosed please find one (1) original and one (1) copy of the Proof of Claim of Quest Diagnostics Incorporated to be filed in the above-referenced case and as regards the above-referenced debtor. Please date stamp the copy and return it to me in the enclosed self-addressed stamped envelope. Thank you for your cooperation in this matter. If you have any questions with respect to the foregoing, please do not hesitate to contact me.

Very truly yours,



Brett D. Fallon

Enclosures
BDF/asd

6914654/

SUMMARY OF ADMINISTRATIVE CLAIMS OF
QUEST DIAGNOSTICS INCORPORATED

Throughout the post-petition period, Quest Diagnostics Incorporated ("QDI") provided diagnostic testing services to debtor in possession, Sound Shore Medical Center of Westchester. Many of those services were duly paid for. However, services for the months of September, October and November (up to November 6th), for the year 2013 remain unpaid. The invoice numbers, account numbers and months to which those charges are attributable are summarized in the attached spreadsheet. The actual invoices have not been included because such invoices are voluminous and contain confidential medical records of individuals. However, such invoices and information are available upon request and appropriate assurance of confidentiality.

Sound Shore Medical Center

Balances

ACCT. #	INVOICE	MONTH	CHARGES	BALANCE
36361	130936361	Sep-13	\$42,159.51	\$42,159.51
	131036361	Oct-13	\$46,815.33	\$46,815.33
EMTD**	131136361	Nov-13	\$21,066.41	\$21,066.41
				\$110,041.25 Balance
86101	130986101	Sep-13	\$5,243.11	\$5,218.11
	131086101	Oct-13	\$6,715.31	\$6,715.31
EMTD**	131186101	Nov-13	\$4,089.75	\$4,089.75
				\$16,023.17 Balance

**Estimated Month To Date charges as of November 6, 2013

Raymond C. Stolba
Quest Diagnostics Incorporated
One Malcolm Avenue Dept. 50
Teterboro, NJ 07608-1070
ray.c.stolba@questdiagnostics.com
201-393-5887

From: (302) 888-5843
Alyssa Domerod
MORRIS JAMES LLP
500 Delaware Ave
Suite 1500
Wilmington, DE 19801.

Origin ID: ZWIA



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ActWgt: 1.0 LB
CAD: 9757435/INET3490

Delivery Address Bar Code



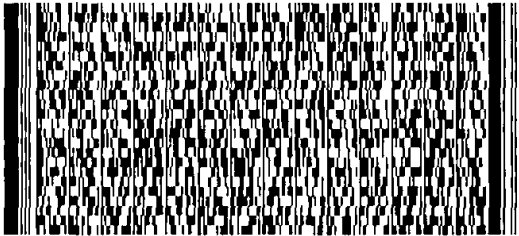
SHIP TO: (302) 888-5843
c/o GCG, Inc.
Sound Shore Medical Center
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

BILL SENDER

Ref # 114194-0072
Invoice #
PO #
Dept #

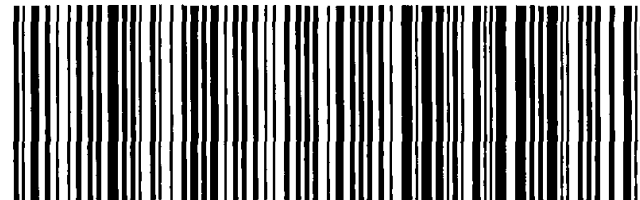
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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		ADMINISTRATIVE EXPENSE PROOF OF CLAIM		Administrative Expense Bar Date January 31, 2014
Note: This form should only be used by claimants asserting an Administrative Expense arising between 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): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRRMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) Quest Diagnostics Incorporated		☐ 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 Address Where Notices Should be Sent: Mara Figurelli Quest Diagnostics Incorporated 1 Malcolm Avenue Teterboro, NJ 07608		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: 24023 and 36357				
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): August 2013 through November 6, 2013				
3. DESCRIPTION OF CLAIM (IF KNOWN): Diagnostic testing services				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: 107,092.27 (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
8. Signature: 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.) (Attach copy of power of attorney, if any)				
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: MARA S. FIGURELLI Title: A/R COLLECTIONS MANAGER Company: Quest Diagnostics Address and telephone number (if different from notice address above): 1 Malcolm Ave Teterboro, NJ 07608 Telephone number: 201-893-5779		(Signature) (Date) 1/27/14 email: maria.s.figurelli@questdiagnostics.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 Blazes 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.	

Morris James LLP

Brett D. Fallon
302.888.6888
bfallon@morrisjames.com

January 28, 2014

VIA FEDERAL EXPRESS

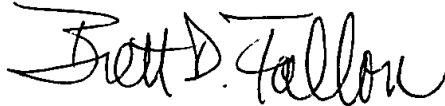
Sound Shore Medical Center
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017

**Re: *In re Mount Vernon Medical Hospital, Inc.,*
Case No. 13-22841 (RDD)
Proof of Claim of Quest Diagnostics Incorporated**

Dear Ladies and Gentlemen:

Enclosed please find one (1) original and one (1) copy of the Proof of Claim of Quest Diagnostics Incorporated to be filed in the above-referenced case and as regards the above-referenced debtor. Please date stamp the copy and return it to me in the enclosed self-addressed stamped envelope. Thank you for your cooperation in this matter. If you have any questions with respect to the foregoing, please do not hesitate to contact me.

Very truly yours,



Brett D. Fallon

Enclosures
BDF/asd

SUMMARY OF ADMINISTRATIVE CLAIMS OF
QUEST DIAGNOSTICS INCORPORATED

Throughout the post-petition period, Quest Diagnostics Incorporated ("QDI") provided diagnostic testing services to debtor in possession, Mount Vernon Hospital, Inc. Many of those services were duly paid for. However, services for the months of August, September, October and November (up to November 6th), for the year 2013 remain unpaid. The invoice numbers, account numbers and months to which those charges are attributable are summarized in the attached spreadsheet. The actual invoices have not been included because such invoices are voluminous and contain confidential medical records of individuals. However, such invoices and information are available upon request and appropriate assurance of confidentiality.

**Mount Vernon Hospital
Balances**

ACCT. #	INVOICE	MONTH	CHARGES	BALANCE
24023	130824023	Aug-13	\$2,136.67	\$2,136.67
	130924023	Sep-13	\$1,591.04	\$1,591.04
	131024023	Oct-13	\$1,799.77	\$1,799.77
EMTD**	131124023	Nov-13	\$537.20	\$537.20
				\$6,064.68 Balance
36357	130836357	Aug-13	\$31,593.66	\$31,585.26
	130936357	Sep-13	\$25,098.72	\$25,098.72
	131036357	Oct-13	\$31,993.75	\$31,993.75
EMTD**	131136357	Nov-13	\$12,349.86	\$12,349.86
				\$101,027.59

**Estimated Month To Date charges as of November 6, 2013

Raymond C. Stolba
Quest Diagnostics Incorporated
One Malcolm Avenue Dept. 50
Teterboro, NJ 07608-1070
ray.c.stolba@questdiagnostics.com
201-393-5887

From: (302) 888-5843
Alyssa Domorod
MORRIS JAMES LLP
500 Delaware Ave
Suite 1500
Wilmington, DE 19801

Origin ID: ZWIA



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Delivery Address Bar Code



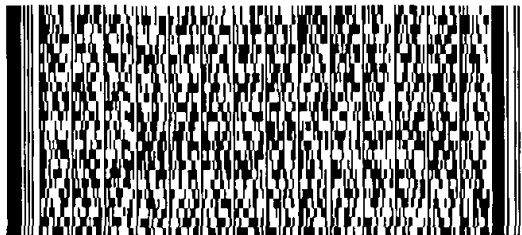
SHIP TO: (302) 888-5843
c/o GCG, Inc.
Sound Shore Medical Center
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

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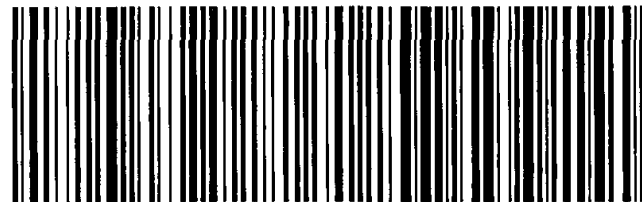
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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		ADMINISTRATIVE EXPENSE PROOF OF CLAIM		Administrative Expense Bar Date January 31, 2014 ☒
Note: This form should only be used by claimants asserting an Administrative Expense arising between 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): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRRMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) Renal Care Registered Nursing Services, PC		☐ 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: 19 Demarest Ave. Nanuet, N.Y. 10954		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:		01-31-14 A10:12 IN		
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): 09/20/13 through 11/05/13				
3. DESCRIPTION OF CLAIM (IF KNOWN): Medical Services Rendered				
FILED - 01319 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. \$56,839.00 (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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: Edward Quilice Title: Attorney for Creditor Company: Schwartz & Silverstein, LLP Address and telephone number (if different from notice address above): 254 S. Main St., Ste. 210 New City, New York 10956 845-638-9400 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.

Elizabeth A. Haas, Esq., PLLC

254 South Main Street, Suite 210

New City, New York 10956-3363

Telephone: (845) 708-0340

Fax: (845) 708-5622

Email: info@thehaaslawfirm.com

Elizabeth A. Haas, Esq.

Of Counsel

Steven M. Silverstein, Esq.

Larry J. Schwartz, Esq.

January 30, 2014

VIA FEDERAL EXPRESS

Sound Shore Medical of Westchester, *et al.*

c/o GCG

5151 Blazer Parkway, Suite A

Dublin, Ohio 43017

Re: The M.V.H. Corporation
Chapter 11 - Case No. 13-22843

Dear Sir/Madam:

Enclosed please find an original and one copy of the Administrative Proof of Claim of Renal Care Registered Nursing Services, PC. Please file the original and return the copy, stamped with the date of filing, to the undersigned in the self-addressed, stamped envelope provided.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

ELIZABETH A. HAAS, ESQ., PLLC



Elizabeth A. Haas

EAH:dp

encs.

t:\schwartz & silverstein\renal care\letters\gcg 4 doc

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/15/2013	7089

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
9-20-13 Wilson, Patricia - Single Patient Rate	1	541.00	541.00
10-1-13 Burns, Harold - Single Patient Rate	1	541.00	541.00
10-1-13 Reno, Martha - Single Patient Rate	1	541.00	541.00
10-1-13 Hernandez, Efrain - Single Patient Rate	1	541.00	541.00
10-2-13 Brown, Virginia - Single Patient Rate	1	541.00	541.00
10-2-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-3-13 Reno, Martha - Single Patient Rate	1	541.00	541.00
10-3-13 Hernandez, Efrain - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-3-13 Thomas, Melvin - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
Unscheduled treatment	1	100.00	100.00
10-3-13 Burns, Harold - Single Patient Rate	1	541.00	541.00
10-4-13 Bess, Ethel - Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-4-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
10-4-13 Brown, Virginia - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-4-13 Thomas, Melvin - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
A 1.5% late fee will be applied to all late payments.		Total	

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/15/2013	7089

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
10-5-13 Hernandez, Efrain - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-5-13 Burns, Harold - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
PM Differential - Any treatment done after 5:00 pm	2	130.00	260.00
10-6-13 Reno, Martha - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-6-13 Thomas, Melvin - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
Sunday Differential	2	130.00	260.00
10-4-13 Tomas, Simo - Dry Run	1	156.00	156.00
10-7-13 Abraham, Antonio - Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-7-13 Wilson, Patricia - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-7-13 Brown, Virginia - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-7-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
Unscheduled treatment	2	100.00	200.00
Detention Time - any part of an hour	2	78.00	156.00
10-7-13 Arrindell, Beatrice - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-7-13 Bess, Ethel - Single Patient Rate	1	541.00	541.00
10-8-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
A 1.5% late fee will be applied to all late payments.		Total	

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/15/2013	7089

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
10-8-13 Hernandez, Efrain - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-8-13 Thomas, Melvin - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-8-13 Reno, Martha - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-8-13 Burns, Harold - Single Patient Rate	1	541.00	541.00
10-8-13 Snipe, Clarence - Single Patient Rate	1	541.00	541.00
Detention Time - any part of an hour	1	78.00	78.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
Unscheduled treatment	1	100.00	100.00
10-9-13 Burns, Harold - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-9-13 Wilson, Patricia - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-9-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
Unscheduled treatment	1	100.00	100.00
10-9-13 Arrindell, Beatrice - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-9-13 Young, Johnie - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-9-13 Bess, Ethel - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
Unscheduled treatment	1	100.00	100.00
10-10-13 Thomas, Melvin - Single Patient Rate	1	541.00	541.00
A 1.5% late fee will be applied to all late payments.		Total	

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/15/2013	7089

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
10-10-13 Hernandez, Efrain - Single Patient Rate	1	541.00	541.00
10-10-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-11-13 Snipe, Clarence - Single Patient Rate	1	541.00	541.00
10-11-13 Reno, Martha - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-11-13 Wilson, Patricia - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-11-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-11-13 Arrindell, Beatrice - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-11-13 Young, Johnie - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-12-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-12-13 Hernandez, Efrain - Single Patient Rate	1	541.00	541.00
10-12-13 Snipe, Clarence - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-12-13 Reno, Martha - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
Unscheduled treatment	1	100.00	100.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-14-13 Arrindell, Beatrice - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-14-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
A 1.5% late fee will be applied to all late payments.		Total	

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/15/2013	7089

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
10-14-13 Young, Johnie - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-15-13 Hernandez, Efrain - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-15-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-15-13 Reno, Martha - Single Patient Rate	1	541.00	541.00
A 1.5% late fee will be applied to all late payments.		Total	\$31,124.00

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/31/2013	7102

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
10-16-13 Weeler, Dianne - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-16-13 Arrindell, Beatrice - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-17-13 Wheeler, Dianne - Single Patient Rate	1	541.00	541.00
10-17-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-18-13 Arrindell, Beatrice - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-18-13 Wheeler, Dianne - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-19-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-21-13 Wheeler, Dianne - Single Patient Rate	1	541.00	541.00
10-21-13 Hughes, Ernest - Single Patient Rate	1	541.00	541.00
Detention Time - any part of an hour	2	78.00	156.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-21-13 Rowe, Sybil - Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
10-22-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-23-13 Forbes, Barbara - Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-23-13 Wheeler, Dianne - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
A 1.5% late fee will be applied to all late payments.		Total	

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/31/2013	7102

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
10-23-13 Hughes, Ernest - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-23-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-24-13 Forbes, Barbara - Single Patient Rate	1	541.00	541.00
Detention Time - any part of an hour	1	78.00	78.00
10-24-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-25-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-25-13 Rosario, Luis - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-25-13 Wheeler, Dianne - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-26-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-26-13 Forbes, Barbara - Single Patient Rate	1	541.00	541.00
10-28-13 Rosario, Luis - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-28-13 Rowe, Luis - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-28-13 Wheeler, Dianne - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-29-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-30-13 Johnson, Charles - Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
A 1.5% late fee will be applied to all late payments.		Total	

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
10/31/2013	7102

BILL TO
Montefiore Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
10-30-13 Rosario, Luis - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-30-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
10-30-13 Singleton, Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
10-30-13 Sidoli, - Single Patient Rate	1	541.00	541.00
Unscheduled treatment	1	100.00	100.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
10-31-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
10-31-13 Sidoli, - Single Patient Rate	1	541.00	541.00
A 1.5% late fee will be applied to all late payments.		Total	\$18,345.00

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
11/15/2013	7112a

BILL TO
Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
11-1-13 Johnson, Charles - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-1-13 Singleton, Henry - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-1-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
Detention Time - any part of an hour	1	78.00	78.00
11-1-13 Rosario, Luis - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-1-13 Sidoli, Ada - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-2-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
11-2-13 Sidoli, Ada - Single Patient Rate	1	541.00	541.00
Detention Time - any part of an hour	2	78.00	156.00
Unscheduled treatment	1	100.00	100.00
11-4-13 Rosario, Luis - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-4-13 Rowe, Sybil - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-4-13 Singleton, Henry - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-4-13 Sidoli, Ada - Hemodialysis shift rate for multiple patients dialyzed at once.	1	468.00	468.00
11-5-13 Tomas, Simo - Single Patient Rate	1	541.00	541.00
PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
11-5-13 Jones, Theodora - Single Patient Rate	1	541.00	541.00
A 1.5% late fee will be applied to all late payments.		Total	\$6,840.00

Renal Care Registered Nursing Services, P.C.

19 Demarest Avenue
Nanuet, NY 10954-3311

Invoice

DATE	INVOICE #
11/30/2013	7122

BILL TO
The Mount Vernon Hospital 12 No. Seventh Avenue Mt. Vernon, NY 10552

TERMS
NET45

DESCRIPTION	QUANTITY	RATE	AMOUNT
11-4-13 Rosaio, Luis - Unscheduled treatment	1	100.00	100.00
11-4-13 Rowe, Sybil - Unscheduled treatment	1	100.00	100.00
11-4-13 Sidoli, Ada - Unscheduled treatment	1	100.00	100.00
11-4-13 Singleton, Henry - PM Differential - Any treatment done after 5:00 pm	1	130.00	130.00
Unscheduled treatment	1	100.00	100.00
		Total	\$530.00

CHAPTER 11 - CASE NO. 13-22840

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, Debtor.

ADMINISTRATIVE PROOF OF CLAIM

**ELIZABETH A. HAAS, ESQ., PLLC
Attorney for RENAL CARE REGISTERED NURSING SERVICES, INC.
254 So. Main Street, Suite 210
New City, N.Y. 10956-3363
(845) 708-0340**

To:

Attorneys(s) for

Service of a copy of the within is hereby admitted.

Dated:

Attorneys(s) for

PLEASE TAKE NOTICE

**// that the within is a (certified) true copy of a
Notice of entered in the office of the clerk of
Entry the within named Court on , 20**

**// that an Order of which the within is a true copy will be
Notice of presented for settlement to the Hon.
Settlement one of the judges of the within named Court,
at
on 20 , at M.**

Dated:

**ELIZABETH A. HAAS, ESQ., PLLC
Attorneys for
254 S. Main St., Suite 210
New City, N.Y. 10956-3363
845-708-0340**

To:

Attorney(s) for

fedex.com 1.800.GoFedEx 1.800.463.3339

FedEx Package Express US Airbill

FedEx Tracking Number

8029 9215 1894

1 From Date 01/30/14

Sender's Name ELIZABETH A. HAAS, ESG, PLLC Phone 845 708-0340

Company Address 254 S MAIN ST STE 210

City NEW CITY State NY ZIP 10956-3363

2 Your Internal Billing Reference Renal Care

3 To Recipient's Name Sound Shore Medical of West Phone

Company c/o GCG

Address 5151 Blazer Parkway

Suite A

Address Use this line for the HOLD location address or for continuation of your shipping address

City Dublin State OH ZIP 43017



8029 9215 1894

0107953706

Form 0215

Recipients Copy

4 Express Package Service

NOTE: Service order has changed. Please select carefully.

Next Business Day

☐ FedEx First Overnight

☒ FedEx Priority Overnight

☐ FedEx Standard Overnight

☐ Next business day

☐ FedEx Express Saver

☐ FedEx Envelope

☐ FedEx Pak

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☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

2 or 3 Business Days

☐ FedEx 2Day A.M.

☐ FedEx 2Day

☐ FedEx Express Saver

☐ Next business day

☐ FedEx Express Saver

☐ FedEx Envelope

☐ FedEx Pak

☐ FedEx Box

☐ FedEx Tube

☐ Other

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

☐ FedEx Signature

6 Special Handling and Delivery Signature Options

☐ SATURDAY Delivery

☐ No Signature Required

☐ Direct Signature

☐ Indirect Signature

☐ Signature Required

☐ Signature Required

☐ Signature Required

☐ Signature Required

☐ Signature Required

7 Payment Bill to:

Sender

Recipient

Third Party

Credit Card

Cash/Check

Other

Other

Enter FedEx Acct. No. or Credit Card No. below.

Obtain Fed. Acct. No.

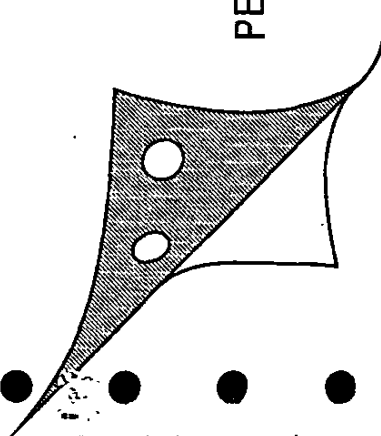
611

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."

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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): ☐ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☐ SoundShore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) S&S FIRE SUPPRESSION SYSTEMS, 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: 425 WESTERN HWY TAPPAN, NY 10983		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 30, 2013				
3. DESCRIPTION OF CLAIM (IF KNOWN): FIRE SPRINKLER SERVICE CALL				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 491.80 (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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: DOMENICK SERRANO Title: CEO Company: S&S FIRE SUPPRESSION SYSTEMS, INC. Address and telephone number (if different from notice address above): _____ Telephone number: (845) 365-2240 email: DOMENICK.SERRANO@SNSFIRE.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.**RECEIVED**

FILED - 01157

DEC 23 2013

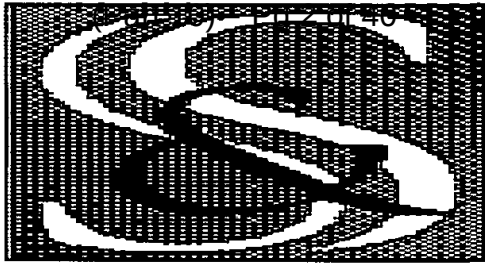
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

S&S FIRE

S & S Fire Suppression Systems
 425 Western Highway
 Tappan, NY 10983-1316
 (845) 365-2240



Invoice No.	12400
Page	1

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THE MOUNT VERNON HOSPITAL
 12 NORTH SEVENTH AVENUE
 ATTN: ENGINEERING
 MOUNT VERNON NY 10550

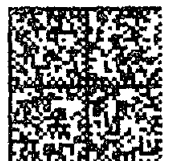
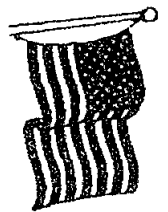
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THE MOUNT VERNON HOSPITAL
 12 NORTH SEVENTH AVENUE
 MOUNT VERNON NY 10550

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
06/30/13	12400	MTVERN	30 DAYS	R1301

Ticket #	Qty	Unit Meas	Description	Unit Price	Extended Price
W/O # - B30610003 P.O. # - EMERGENCY CALL EMERGENCY CALL FROM JIMMY MATTA. THE VIKING PREPACK PANEL IN THE MRI OF THE MAIN HOSPITAL IS SHOWING THERE IS TROUBLE WITH THE SYSTEM. CONTACT JIMMY MATTA: 914-494-5891 IF JIMMY IS NOT AVAILBLE ASK FOR ANGELO					
B30610003			SERVICE REPAIR		491.80
Gross				Tax	Net Amount
491.80				.00	491.80

SRS Fire Suppression Systems, Inc.
425 Western Highway
Tappan, NY 10983-1316



UNITED STATES POSTAGE
\$001.12
02 1P
0000537321 JAN 08 2014
MAILED FROM ZIP CODE 10963

Sound Street Medical of Westchester, et al
c/o GCG, Inc
PO Box 9982
Dubuq, OH 43017-9982

01009259
SSM0203388825



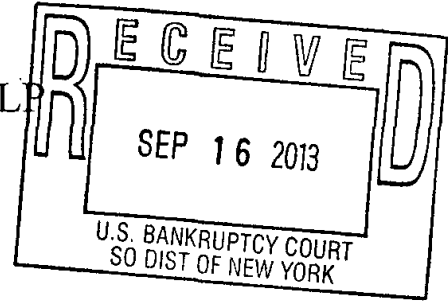
UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☒ Sound Shore Medical Center of Westchester ☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC	Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 13-22846	Your Claim is Scheduled As Follows: SEP 16 2013
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): SOUTH SHORE OFFICE PRODUCTS IN	☐ Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:	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 and address where notices should be sent: SOUTH SHORE OFFICE PRODUCTS IN 100 MILBAR BLVD FARMINGDALE, NY 11735-1425	THE GARDEN CITY GROUP INC. OCT 14 2013	
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.	
Name and address where payment should be sent (if different from above): Gutman & Gutman LLP 19 Roslyn Road Mineola, N.Y. 11501 Telephone number: 516 248-0470 Email Address: AE.Gutman@AOL	1. Amount of Claim as of Date Case Filed (May 29, 2013): \$ 20,398.20	
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: <u>Work labor & services and goods supplied</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies Debtor: <u>5 8 7 6</u>	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: Describe: Value of Property: \$ Annual Interest Rate _____ % ☐ Fixed or ☐ Variable (when case was filed)	☐ Real Estate ☐ Motor Vehicle ☐ Other Basis for perfection: Amount of Secured Claim: \$ Amount Unsecured: \$	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$
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 case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ <u>637.16</u>		
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)		

CRT

Elizabeth A. Gutman
Attorney-at-law

GUTMAN & GUTMAN LLP

Attorneys At Law
The Gutman Building
19 Roslyn Road
Mineola, New York 11501-4521
www.GutmanandGutman.com



LAWRENCE C. GUTMAN
ELIZABETH A. GUTMAN
ANDREW E. GUTMAN*
* ALSO ADMITTED IN NEW JERSEY

Telephone 516.248.0470
Fax 516.746.6997

E-Mail: AEGutman@aol.com
LCGutman@aol.com
LizGutman@aol.com

File #S-23725

September 12, 2013

United States Bankruptcy Court
Southern District of New York
1 Bowling Green
New York, New York 10004-1408

Re: South Shore Office Products Inc. v.
Sound Shore Medical Center of Westchester
Case No. 13-22840

Gentlemen:

We enclose Proof of Claim for filing in this matter on behalf of our client, South Shore Office Products. Please enter this and return a stamped copy to us in the enclosed envelope. Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Elizabeth A. Gutman".

Elizabeth A. Gutman

EAG:hk
Enc.



100 Milbar Blvd.
Farmingdale, NY 11735
Phone 631-531-8777
Fax 631-531-8333

PAGE 1

STATEMENT OF ACCOUNT

STATEMENT DATE	CUSTOMER NO.	PHONE
08/12/13	105876	914-632-5000

DATE	INVOICE NO.	DESCRIPTION	CHECK NO.	INVOICE TOTAL	CREDITS	BALANCE
02/05/13	035319	OVERAGE BILLING		8577.57		8577.57
05/02/13	037129	OVERAGE BILLING		9272.01		9272.01
07/16/13	038668	MAINTENANCE - <i>Current bill</i>		3500.00		3500.00
07/17/13	038698	OVERAGE BILLING		3185.78		3185.78

THANK YOU FOR YOUR BUSINESS. WE ARE ALWAYS HERE TO SERVE YOUR NEEDS.

CURRENT	LATE CHG	ACCUMULATED LATE CHARGES	TOTAL AMOUNT DUE
24535.36			24535.36

BILL TO

SOUND SHORE MEDICAL CTR
OF WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
100 MILBAR BLVD
FARMINGDALE NY
11735



100 Milbar Blvd.
 Farmingdale, NY 11735
 Phone 631-531-8777
 Fax 631-531-8333

LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 037129 1

INVOICE DATE
 05/02/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	01/25/13 TO 04/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
BLACK				
Meters: Previous	4127289	02/05/13 Current	5078932	05/02/13
		Excess at .00780		
951643	6AB001	COP LEASE OVG RATE SI	7,422.82	
COLOR				
Meters: Previous	98744	02/05/13 Current	125161	05/02/13
		Excess at .07000		
26417	6AB001	COP LEASE OVG RATE SI	1,849.19	
M200D	13080725, ID# 00393	CLINIC-NURSES STATION		
M200D	13064818, ID# 00383	BREAST CANCER CENTER		
M200D	13064838, ID# 00396	PHYSICAL THERAPY		
M200D	13064858, ID# 00376	MED MANAGEMENT 7TH FL		
M200D	13064868, ID# 00369	KIRSCHENBAUM MENTAL HEALT		
M200D	13064888, ID# 00379	HUMAN RESOURCES		
M200D	13064898, ID# 00367	RM 18 2ND FL GOLDSTEIN		
M200D	13064908, ID# 00406	PHARMACY 2ND FL LOBBY		
M200D	13064968, ID# 00374	EKG 3RD FL		
M200D	13064988, ID# 00390	OCCUPATIONAL HEALTH		
M200D	13065358, ID# 00380	MEDICAL LIBRARY		
M200D	13065628, ID# 00372	ER 1ST FL DOC'S LOUNGE		
M200D	13065638, ID# 00391	PEDIATRICS REGISTRATION		
M200D	13065758, ID# 00368	WIC (GOLDSTEIN BLDG)		
M200D	13065798, ID# 00386	DR DEVINE 4TH FL		
M260	15008538, ID# 00377	NURSING 5J TREATMENT		
M260	15008548, ID# 00407	ADMITTING (LOBBY) 2ND FL		
M260	15008578, ID# 00397	ICU 3RD FL		
M260	15008598, ID# 00401	NURSING ADMIN. - 5TH FL		
M260	15008628, ID# 00395	LAB		
M260	15008638, ID# 00408	PRESIDENTS OFFICE		
M260	15008648, ID# 00388	PAIN MANAGEMENT 8TH FL		
M260	15008658, ID# 00370	RADIOLOGY NEAR DIRECTOR		

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
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 FARMINGDALE NY 11735

COMMENTS:

PLEASE PAY FROM THIS INVOICE
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 037129 2

INVOICE DATE
 05/02/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	01/25/13 TO 04/25/13		
QUANTITY	CODE NO	DESCRIPTION	AMOUNT	
M310	15012808, ID# 00385	4W MATERNITY 4TH FL		
M310	15012818, ID# 00414	OR BOOKING		
M310	15012858, ID# 00387	RADIOLOGY-GROUND FLOOR		
M310	15012868, ID# 00394	CASHIER OFC 2ND FL LOBBY		
M310	15012898, ID# 00382	MEDICAL INFORMATION SRVS		
M310	15012958, ID# 00402	ENGINEERING OFFICE		
M310	15012968, ID# 00373	SURGERY 3RD FL		
M310	15013048, ID# 00392	CLINICAL REG 2ND FL LOBBY		
M310	15013078, ID# 00412	JOINT SOLUTIONS		
M3610	15093986, ID# 00128	FOUNDATION ADMIN.		
M453N	15021585, ID# 00413	NURSING EDUCATION		
M453N	15021595, ID# 00371	ER REGISTRATION		
M453N	15023805, ID# 00375	NURSING PCU		
M503N	15007648, ID# 00404	ECP NURSING ADMIN		
M503N	15008108, ID# 00400	NURSING ADMINISTRATION 5TH		
M503N	15008118, ID# 00378	DEPT OF MEDICINE 5TH FL		
M503N	15008138, ID# 00403	3RD FL 313 FINANCE		
M503N	15008158, ID# 00381	2ND FL RM #213 ISLIN HALL		
M503N	15008188, ID# 00405	ECP NURSING		
M200D	13065078, ID# 00389	GI SUITE 8TH FL		
		LOCATION TOTAL	9,272.01	
	M200D 13064818, ID# 00383			
BLACK				
Meters:	Previous	14722	Current	18432
	M200D 13064838, ID# 00396			
BLACK				
Meters:	Previous	37634	Current	46471

BILL TO

ACCOUNTS PAYABLE
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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 037129 3

INVOICE DATE
 05/02/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	01/25/13 TO 04/25/13		
QUANTITY	CODE NO	DESCRIPTION	AMOUNT	
	M200D 13064858, ID# 00376			
BLACK				
Meters: Previous	96371	Current	128924	
	M200D 13064868, ID# 00369			
BLACK				
Meters: Previous	47570	Current	47648	
	M200D 13064888, ID# 00379			
BLACK				
Meters: Previous	69282	Current	87421	
	M200D 13064898, ID# 00367			
BLACK				
Meters: Previous	52554	Current	62689	
	M200D 13064908, ID# 00406			
BLACK				
Meters: Previous	20807	Current	25852	
	M200D 13064968, ID# 00374			
BLACK				
Meters: Previous	14370	Current	19916	
	M200D 13064988, ID# 00390			
BLACK				
Meters: Previous	64059	Current	74951	
	M200D 13065078, ID# 00389			
BLACK				
Meters: Previous	36909	Current	44738	
	M200D 13065358, ID# 00380			
BLACK				
Meters: Previous	6584	Current	7662	
	M200D 13065628, ID# 00372			
BLACK				
Meters: Previous	22922	Current	25778	

BILL TO

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 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
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COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 037129 4

INVOICE DATE
 05/02/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	01/25/13 TO 04/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M200D 13065638, ID# 00391			
BLACK				
Meters: Previous	100284	Current	121691	
	M200D 13065758, ID# 00368			
BLACK				
Meters: Previous	42352	Current	51424	
	M200D 13065798, ID# 00386			
BLACK				
Meters: Previous	22479	Current	26049	
	M200D 13080725, ID# 00393			
BLACK				
Meters: Previous	116269	Current	142070	
	M260 15008538, ID# 00377			
BLACK				
Meters: Previous	78766	Current	96769	
	M260 15008548, ID# 00407			
BLACK				
Meters: Previous	84547	Current	91186	
	M260 15008578, ID# 00397			
BLACK				
Meters: Previous	30688	Current	36789	
	M260 15008598, ID# 00401			
BLACK				
Meters: Previous	42842	Current	53569	
	M260 15008628, ID# 00395			
BLACK				
Meters: Previous	208700	Current	246056	
	M260 15008638, ID# 00408			
BLACK				
Meters: Previous	35676	Current	47886	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
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 NEW ROCHELLE NY 10802-9982

REMIT TO

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COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 037129 5
 INVOICE DATE
 05/02/13
 TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	QCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	01/25/13 TO 04/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M260 15008648, ID# 00388			
BLACK				
Meters: Previous	51316	Current	60639	
	M260 15008658, ID# 00370			
BLACK				
Meters: Previous	48292	Current	60252	
	M310 15012808, ID# 00385			
BLACK				
Meters: Previous	103980	Current	122737	
	M310 15012818, ID# 00414			
BLACK				
Meters: Previous	137928	Current	175420	
	M310 15012858, ID# 00387			
BLACK				
Meters: Previous	90980	Current	111029	
	M310 15012868, ID# 00394			
BLACK				
Meters: Previous	59669	Current	74124	
	M310 15012898, ID# 00382			
BLACK				
Meters: Previous	231517	Current	318960	
	M310 15012958, ID# 00402			
BLACK				
Meters: Previous	61439	Current	82655	
	M310 15012968, ID# 00373			
BLACK				
Meters: Previous	74552	Current	88541	
	M310 15013048, ID# 00392			
BLACK				
Meters: Previous	94869	Current	119457	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 037129 6

INVOICE DATE
 05/02/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	01/25/13 TO 04/25/13		
QUANTITY	CODE NO	DESCRIPTION	AMOUNT	
	M310 15013078, ID# 00412			
BLACK				
Meters: Previous	28667	Current	31953	
	M3610 15093986, ID# 00128			
BLACK				
Meters: Previous	160349	Current	199672	
COLOR				
Meters: Previous	98744	01/25/13 Current	125161	04/25/13
	M453N 15021585, ID# 00413			
BLACK				
Meters: Previous	55415	Current	88204	
	M453N 15021595, ID# 00371			
BLACK				
Meters: Previous	137129	Current	168673	
	M453N 15023805, ID# 00375			
BLACK				
Meters: Previous	98221	Current	122240	
	M503N 15007648, ID# 00404			
BLACK				
Meters: Previous	605118	Current	715249	
	M503N 15008108, ID# 00400			
BLACK				
Meters: Previous	268138	Current	319928	
	M503N 15008118, ID# 00378			
BLACK				
Meters: Previous	190801	Current	237754	
	M503N 15008138, ID# 00403			
BLACK				
Meters: Previous	156659	Current	201091	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 037129 7

INVOICE DATE
 05/02/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO. 105876	MODEL AND SERIAL NO. ZSYST 105876	LEASE ID OV	REPRESENTATIVE 10SA08	PROGRAM TYPE OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	01/25/13 TO 04/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M503N 15008158, ID# 00381			
BLACK				
Meters: Previous	141364	Current	172714	
	M503N 15008188, ID# 00405			
BLACK				
Meters: Previous	84499	Current	103669	
LEASE - COMBINED QTRLY USAGE				
ALL INCLUSIVE - NO PAPER OR STAPLES				
				SUBTOTAL
				9,272.01
				TOTAL DUE
				9,272.01

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

NET TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 035319 1

INVOICE DATE
 02/05/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	10/25/12 TO 01/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
BLACK				
Meters: Previous	3244624	10/26/12 Current	4127289	02/05/13
		Excess at .00780		
882665	6AB001	COP LEASE OVG RATE SI	6,884.79	
40-	6AB001	SERVICE COPIES	0.31-	
COLOR				
Meters: Previous	74557	10/26/12 Current	98744	02/05/13
		Excess at .07000		
24187	6AB001	COP LEASE OVG RATE SI	1,693.09	
M200D	13080725, ID# 00393	CLINIC-NURSES STATION		
M200D	13064818, ID# 00383	BREAST CANCER CENTER		
M200D	13064838, ID# 00396	PHYSICAL THERAPY		
M200D	13064858, ID# 00376	MED MANAGEMENT 7TH FL		
M200D	13064868, ID# 00369	KIRSCHENBAUM MENTAL HEALT		
M200D	13064888, ID# 00379	HUMAN RESOURCES		
M200D	13064898, ID# 00367	RM 18 2ND FL GOLDSTEIN		
M200D	13064908, ID# 00406	PHARMACY 2ND FL LOBBY		
M200D	13064968, ID# 00374	EKG 3RD FL		
M200D	13064988, ID# 00390	OCCUPATIONAL HEALTH		
M200D	13065358, ID# 00380	MEDICAL LIBRARY		
M200D	13065628, ID# 00372	ER 1ST FL DOC'S LOUNGE		
M200D	13065638, ID# 00391	PEDIATRICS REGISTRATION		
M200D	13065758, ID# 00368	WIC (GOLDSTEIN BLDG)		
M200D	13065798, ID# 00386	DR DEVINE 4TH FL		
M260	15008538, ID# 00377	NURSING 5J TREATMENT		
M260	15008548, ID# 00407	ADMITTING (LOBBY) 2ND FL		
M260	15008578, ID# 00397	ICU 3RD FL		
M260	15008598, ID# 00401	NURSING ADMIN. - 5TH FL		
M260	15008628, ID# 00395	LAB		
M260	15008638, ID# 00408	PRESIDENTS OFFICE		
M260	15008648, ID# 00388	PAIN MANAGEMENT 8TH FL		

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

PLEASE PAY FROM THIS INVOICE
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



100 Milbar Blvd.
 Farmingdale, NY 11735
 Phone 631-531-8777
 Fax 631-531-8333

LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO

035319 2

INVOICE DATE

02/05/13

**TERMS: NET 10 DAYS
 FROM INVOICE**

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	10/25/12 TO 01/25/13		
QUANTITY	CODE NO	DESCRIPTION	AMOUNT	
M260	15008658, ID# 00370	RADIOLOGY NEAR DIRECTOR		
M310	15012808, ID# 00385	4W MATERNITY 4TH FL		
M310	15012818, ID# 00414	OR BOOKING		
M310	15012858, ID# 00387	RADIOLOGY-GROUND FLOOR		
M310	15012868, ID# 00394	CASHIER OFC 2ND FL LOBBY		
M310	15012898, ID# 00382	MEDICAL INFORMATION SRVS		
M310	15012958, ID# 00402	ENGINEERING OFFICE		
M310	15012968, ID# 00373	SURGERY 3RD FL		
M310	15013048, ID# 00392	CLINICAL REG 2ND FL LOBBY		
M310	15013078, ID# 00412	JOINT SOLUTIONS		
M3610	15093986, ID# 00128	FOUNDATION ADMIN.		
M453N	15021585, ID# 00413	NURSING EDUCATION		
M453N	15021595, ID# 00371	ER REGISTRATION		
M453N	15023805, ID# 00375	NURSING PCU		
M503N	15007648, ID# 00404	ECP NURSING ADMIN		
M503N	15008108, ID# 00400	NURSING ADMINISTRATION 5TH		
M503N	15008118, ID# 00378	DEPT OF MEDICINE 5TH FL		
M503N	15008138, ID# 00403	3RD FL 313 FINANCE		
M503N	15008158, ID# 00381	2ND FL 213 LAB		
M503N	15008188, ID# 00405	ECP NURSING		
M200D	13065078, ID# 00389	GI SUITE 8TH FL		
		LOCATION TOTAL	8,577.57	
	M200D 13064818, ID# 00383			
BLACK				
Meters:	Previous	10930	Current	14722
	M200D 13064838, ID# 00396			
BLACK				
Meters:	Previous	29755	Current	37634

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 035319 3

INVOICE DATE
 02/05/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	10/25/12 TO 01/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M200D 13064858, ID# 00376			
BLACK				
Meters: Previous	70033	Current	96371	
	M200D 13064868, ID# 00369			
BLACK				
Meters: Previous	47489	Current	47570	
	M200D 13064888, ID# 00379			
BLACK				
Meters: Previous	44223	Current	69282	
	M200D 13064898, ID# 00367			
BLACK				
Meters: Previous	40555	Current	52554	
	M200D 13064908, ID# 00406			
BLACK				
Meters: Previous	15856	Current	20807	
	M200D 13064968, ID# 00374			
BLACK				
Meters: Previous	11868	Current	14370	
	M200D 13064988, ID# 00390			
BLACK				
Meters: Previous	49527	Current	64059	
	M200D 13065078, ID# 00389			
BLACK				
Meters: Previous	29449	Current	36909	
	M200D 13065358, ID# 00380			
BLACK				
Meters: Previous	4939	Current	6584	
	M200D 13065628, ID# 00372			
BLACK				
Meters: Previous	19329	Current	22922	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

HEMI TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO

035319 4

INVOICE DATE

02/05/13

**TERMS: NET 10 DAYS
 FROM INVOICE**

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	10/25/12 TO 01/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M200D 13065638, ID# 00391			
BLACK				
Meters: Previous	77926	Current	100284	
	M200D 13065758, ID# 00368			
BLACK				
Meters: Previous	32717	Current	42352	
	M200D 13065798, ID# 00386			
BLACK				
Meters: Previous	18546	Current	22479	
	M200D 13080725, ID# 00393			
BLACK				
Meters: Previous	90468	Current	116269	
	M260 15008538, ID# 00377			
BLACK				
Meters: Previous	61756	Current	78766	
	M260 15008548, ID# 00407			
BLACK				
Meters: Previous	69510	Current	84547	
	M260 15008578, ID# 00397			
BLACK				
Meters: Previous	22997	Current	30688	
	M260 15008598, ID# 00401			
BLACK				
Meters: Previous	42842	Current	42842	
	M260 15008628, ID# 00395			
BLACK				
Meters: Previous	169271	Current	208700	
	M260 15008638, ID# 00408			
BLACK				
Meters: Previous	27888	Current	35676	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

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 100 MILBAR BLVD
 FARMINGDALE NY 11735

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 035319 5

INVOICE DATE
 02/05/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	10/25/12 TO 01/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M260 15008648, ID# 00388			
BLACK				
Meters: Previous	41579	Current	51316	
	M260 15008658, ID# 00370			
BLACK				
Meters: Previous	38889	Current	48292	
	M310 15012808, ID# 00385			
BLACK				
Meters: Previous	85767	Current	103980	
	M310 15012818, ID# 00414			
BLACK				
Meters: Previous	104833	Current	137928	
	M310 15012858, ID# 00387			
BLACK				
Meters: Previous	70485	Current	90980	
	M310 15012868, ID# 00394			
BLACK				
Meters: Previous	48425	Current	59669	
	M310 15012898, ID# 00382			
BLACK				
Meters: Previous	155687	Current	231517	
	M310 15012958, ID# 00402			
BLACK				
Meters: Previous	43986	Current	61439	
	M310 15012968, ID# 00373			
BLACK				
Meters: Previous	61965	Current	74552	
	M310 15013048, ID# 00392			
BLACK				
Meters: Previous	75671	Current	94869	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 035319 6

INVOICE DATE
 02/05/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	10/25/12 TO 01/25/13		
QUANTITY	CODE NO	DESCRIPTION	AMOUNT	
	M310 15013078, ID# 00412			
BLACK				
Meters: Previous	19711	Current	28667	
	M3610 15093986, ID# 00128			
BLACK				
Meters: Previous	132802	Current	160349	
COLOR				
Meters: Previous	74557 10/23/12	Current	98744 01/25/13	
	M453N 15021585, ID# 00413			
BLACK				
Meters: Previous	55415	Current	55415	
	M453N 15021595, ID# 00371			
BLACK				
Meters: Previous	108162	Current	137129	
	M453N 15023805, ID# 00375			
BLACK				
Meters: Previous	79422	Current	98221	
	M503N 15007648, ID# 00404			
BLACK				
Meters: Previous	491453	Current	605118	
	M503N 15008108, ID# 00400			
BLACK				
Meters: Previous	214046	Current	268138	
	M503N 15008118, ID# 00378			
BLACK				
Meters: Previous	144650	Current	190801	
	M503N 15008138, ID# 00403			
BLACK				
Meters: Previous	121509	Current	156659	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
OF WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY

INVOICE NO

035319 7

INVOICE DATE

02/05/13

TERMS: NET 10 DAYS
FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	10/25/12 TO 01/25/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M503N 15008158, ID# 00381			
BLACK				
Meters: Previous	106610	Current	141364	
	M503N 15008188, ID# 00405			
BLACK				
Meters: Previous	55683	Current	84499	
LEASE - COMBINED QTRLY USAGE				
ALL INCLUSIVE - NO PAPER OR STAPLES				
			SUBTOTAL	
			8,577.57	
			TOTAL DUE	
			8,577.57	

BILL TO

ACCOUNTS PAYABLE
SOUND SHORE MEDICAL CTR
OF WESTCHESTER
16 GUION PLACE
NEW ROCHELLE NY 10802-9982

REMIT TO

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100 MILBAR BLVD
FARMINGDALE NY 11735

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 Fax 631-531-8333

*JALB BIL
 * work done
 prior to
 MAY 29,
 2013*

LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 18 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO

038698 1

INVOICE DATE

07/17/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	03/01/13 TO 06/01/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
BLACK				
Meters: Previous	5078932	05/02/13 Current	5394956	07/17/13
		Excess at .00780		
316024	6AB001	COP LEASE OVG RATE SI	2,464.99	
COLOR				
Meters: Previous	125161	05/02/13 Current	135458	07/17/13
		Excess at .07000		
10297	6AB001	COP LEASE OVG RATE SI	720.79	
M200D	13080725, ID# 00393	CLINIC-NURSES STATION		
M200D	13064818, ID# 00383	BREAST CANCER CENTER		
M200D	13064838, ID# 00396	PHYSICAL THERAPY		
M200D	13064858, ID# 00376	MED MANAGEMENT		
M200D	13064868, ID# 00369	KIRSCHENBAUM MENTAL HEALT		
M200D	13064888, ID# 00379	HUMAN RESOURCES		
M200D	13064898, ID# 00367	RM 18 2ND FL GOLDSTEIN		
M200D	13064908, ID# 00406	PHARMACY 2ND FL LOBBY		
M200D	13064968, ID# 00374	EKG 3RD FL		
M200D	13064988, ID# 00390	OCCUPATIONAL HEALTH		
M200D	13065358, ID# 00380	MEDICAL LIBRARY		
M200D	13065628, ID# 00372	NURSING PCU		
M200D	13065638, ID# 00391	PEDIATRICS REGISTRATION		
M200D	13065758, ID# 00368	WIC (GOLDSTEIN BLDG)		
M200D	13065798, ID# 00386	DR DEVINE 4TH FL		
M260	15008538, ID# 00377	NURSING 5J TREATMENT		
M260	15008548, ID# 00407	ADMITTING (LOBBY) 2ND FL		
M260	15008578, ID# 00397	ICU 3RD FL		
M260	15008598, ID# 00401	NURSING ADMIN. - 5TH FL		
M260	15008628, ID# 00395	LAB 24HRS		
M260	15008638, ID# 00408	PRESIDENTS OFFICE		
M260	15008648, ID# 00388	PAIN MANAGEMENT 8TH FL		
M260	15008658, ID# 00370	RADIOLOGY NEAR DIRECTOR		

BIL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REM TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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100 Milbar Blvd.
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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 038698 2

INVOICE DATE
 07/17/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	03/01/13 TO 06/01/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
M310	15012808, ID# 00385	4W MATERNITY 4TH FL		
M310	15012818, ID# 00414	OR BOOKING		
M310	15012858, ID# 00387	RADIOLOGY-GROUND FLOOR		
M310	15012868, ID# 00394	CASHIER OFC 2ND FL LOBBY		
M310	15012898, ID# 00382	MEDICAL INFORMATION SRVS		
M310	15012958, ID# 00402	ENGINEERING OFFICE		
M310	15012968, ID# 00373	SURGERY 3RD FL		
M310	15013048, ID# 00392	CLINICAL REG 2ND FL LOBBY		
M310	15013078, ID# 00412	JOINT SOLUTIONS		
M3610	15093986, ID# 00128	FOUNDATION ADMIN.		
M453N	15021585, ID# 00413	NURSING EDUCATION		
M453N	15021595, ID# 00371	ER REGISTRATION		
M453N	15023805, ID# 00375	NURSING PCU		
M503N	15007648, ID# 00404	ECP NURSING ADMIN		
M503N	15008108, ID# 00400	NURSING ADMINISTRATION 5TH		
M503N	15008118, ID# 00378	DEPT OF MEDICINE 5TH FL		
M503N	15008138, ID# 00403	3RD FL 313 FINANCE		
M503N	15008158, ID# 00381	2ND FL RM #213 ISLIN HALL		
M503N	15008188, ID# 00405	ECP NURSING		
M200D	13065078, ID# 00389	GI SUITE 8TH FL		
		LOCATION TOTAL	3,185.78	
	M200D 13064818, ID# 00383			
BLACK				
Meters:	Previous	18432	Current	19927
	M200D 13064838, ID# 00396			
BLACK				
Meters:	Previous	46471	Current	50592

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 038698 3

INVOICE DATE
 07/17/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	03/01/13 TO 06/01/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M200D 13064858, ID# 00376			
BLACK				
Meters: Previous	128924	Current	141299	
	M200D 13064868, ID# 00369			
BLACK				
Meters: Previous	47648	Current	47648	
	M200D 13064888, ID# 00379			
BLACK				
Meters: Previous	87421	Current	94800	
	M200D 13064898, ID# 00367			
BLACK				
Meters: Previous	62689	Current	65556	
	M200D 13064908, ID# 00406			
BLACK				
Meters: Previous	25852	Current	27853	
	M200D 13064968, ID# 00374			
BLACK				
Meters: Previous	19916	Current	21491	
	M200D 13064988, ID# 00390			
BLACK				
Meters: Previous	74951	Current	78989	
	M200D 13065078, ID# 00389			
BLACK				
Meters: Previous	44738	Current	47292	
	M200D 13065358, ID# 00380			
BLACK				
Meters: Previous	7662	Current	7797	
	M200D 13065628, ID# 00372			
BLACK				
Meters: Previous	25778	Current	26822	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

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LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 18 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO

038698 4

INVOICE DATE

07/17/13

**TERMS: NET 10 DAYS
 FROM INVOICE**

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	03/01/13 TO 06/01/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M200D 13065638, ID# 00391			
BLACK				
Meters: Previous	121691	Current	128989	
	M200D 13065758, ID# 00368			
BLACK				
Meters: Previous	51424	Current	51488	
	M200D 13065798, ID# 00386			
BLACK				
Meters: Previous	26049	Current	27652	
	M200D 13080725, ID# 00393			
BLACK				
Meters: Previous	142070	Current	147654	
	M260 15008538, ID# 00377			
BLACK				
Meters: Previous	96769	Current	102199	
	M260 15008548, ID# 00407			
BLACK				
Meters: Previous	91186	Current	93213	
	M260 15008578, ID# 00397			
BLACK				
Meters: Previous	36789	Current	39627	
	M260 15008598, ID# 00401			
BLACK				
Meters: Previous	53569	Current	53569	
	M260 15008628, ID# 00395			
BLACK				
Meters: Previous	246056	Current	267336	
	M260 15008638, ID# 00408			
BLACK				
Meters: Previous	47886	Current	52111	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 18 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

PLEASE PAY FROM THIS INVOICE
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



100 Milbar Blvd.
 Farmingdale, NY 11735
 Phone 631-531-8777
 Fax 631-531-8333

LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 038698 5

INVOICE DATE
 07/17/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	03/01/13 TO 06/01/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M260	15008648, ID# 00388		
BLACK				
Meters: Previous	60639	Current	68473	
	M260	15008658, ID# 00370		
BLACK				
Meters: Previous	60252	Current	63647	
	M310	15012808, ID# 00385		
BLACK				
Meters: Previous	122737	Current	130159	
	M310	15012818, ID# 00414		
BLACK				
Meters: Previous	175420	Current	190273	
	M310	15012858, ID# 00387		
BLACK				
Meters: Previous	111029	Current	111029	
	M310	15012868, ID# 00394		
BLACK				
Meters: Previous	74124	Current	79087	
	M310	15012898, ID# 00382		
BLACK				
Meters: Previous	318960	Current	348209	
	M310	15012958, ID# 00402		
BLACK				
Meters: Previous	82655	Current	87667	
	M310	15012968, ID# 00373		
BLACK				
Meters: Previous	88541	Current	95926	
	M310	15013048, ID# 00392		
BLACK				
Meters: Previous	119457	Current	130108	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

PLEASE PAY FROM THIS INVOICE
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



100 Milbar Blvd.
 Farmingdale, NY 11735
 Phone 631-531-8777
 Fax 631-531-8333

LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO

038698 6

INVOICE DATE

07/17/13

**TERMS: NET 10 DAYS
 FROM INVOICE**

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
105876	ZSYST 105876	OV	10SA08	OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD	03/01/13 TO 06/01/13		
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
	M310 15013078, ID# 00412			
BLACK				
Meters: Previous	31953	Current	31981	
	M3610 15093986, ID# 00128			
BLACK				
Meters: Previous	199672	Current	209049	
COLOR				
Meters: Previous	125161 04/25/13	Current	135458 06/01/13	
	M453N 15021585, ID# 00413			
BLACK				
Meters: Previous	88204	Current	88204	
	M453N 15021595, ID# 00371			
BLACK				
Meters: Previous	168673	Current	176971	
	M453N 15023805, ID# 00375			
BLACK				
Meters: Previous	122240	Current	129997	
	M503N 15007648, ID# 00404			
BLACK				
Meters: Previous	715249	Current	758592	
	M503N 15008108, ID# 00400			
BLACK				
Meters: Previous	319928	Current	332173	
	M503N 15008118, ID# 00378			
BLACK				
Meters: Previous	237754	Current	253813	
	M503N 15008138, ID# 00403			
BLACK				
Meters: Previous	201091	Current	218404	

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

SHIP TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

PLEASE PAY FROM THIS INVOICE
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



100 Milbar Blvd.
 Farmingdale, NY 11735
 Phone 631-531-8777
 Fax 631-531-8333

LOCATION

SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY

INVOICE NO
 038698 7

INVOICE DATE
 07/17/13

TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO. 105876	MODEL AND SERIAL NO. ZSYST 105876	LEASE ID OV	REPRESENTATIVE 10SA08	PROGRAM TYPE OCO DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
PO #:	INVOICE PERIOD 03/01/13 TO 06/01/13			
QUANTITY	CODE NO.	DESCRIPTION		AMOUNT
	M503N 15008158, ID# 00381			
BLACK				
Meters: Previous	172714	Current	187106	
	M503N 15008188, ID# 00405			
BLACK				
Meters: Previous	103669	Current	110184	
LEASE - COMBINED QTRLY USAGE				
ALL INCLUSIVE - NO PAPER OR STAPLES				
				SUBTOTAL
				3,185.78
				TOTAL DUE
				3,185.78

BILL TO

ACCOUNTS PAYABLE
 SOUND SHORE MEDICAL CTR
 OF WESTCHESTER
 16 GUION PLACE
 NEW ROCHELLE NY 10802-9982

REMIT TO

SHORE OFFICE SYSTEMS
 100 MILBAR BLVD
 FARMINGDALE NY 11735

COMMENTS:

PLEASE PAY FROM THIS INVOICE
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.

From: (631) 470-5000
Attn Emmanuel Tanopo, Deputy Clerk
United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, NY 10004

Origin ID: SXYA



J12101112190225

SHIP TO: (631) 470-5000
Attn Bankruptcy Dept.
The Garden City Group, Inc.
5151 Blazer Parkway,
SUITE A
Dublin, OH 43017

BILL SENDER

Ship Date: 01MAY12
ActWgt: 10.0 LB
CAD: 100098347/INET3250

Delivery Address Bar Code

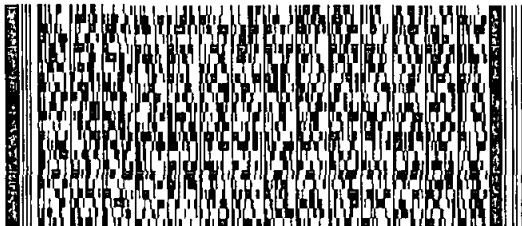


Ref # AAM

RMA #:
Return Reason:

RETURNS MON-FRI
STANDARD OVERNIGHT
RES
43017
OH-US

TRK# 7983 4758 5074
0221



512G361A4/A278

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 Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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.

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.

STAR ENVIRONMENTAL, INC

5004 Kings Highway
Brooklyn, New York 11234
(718) 677-0495

P (718) 677-0495

F (718) 677-0237

January 28, 2014

BY EXPRESS MAIL

Sound Shore Medical of Westchester, et. al.
c/o GCG
5151 Blazer Parkway-Suite A
Dublin, OH 43017

*Re: In Re: Sound Shore Medical Center
of Westchester, et. al*

Ch. 11-Case No. 13-22840

Star Environmental, Inc.-

Administrative Expense Proof of Claim Forms

Dear Sir/Madam:

Enclosed please find the following:

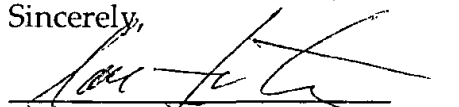
- a. Signed Administrative Expense Proof of Claim form of Star Environmental, Inc. for Sound Shore Medical of Westchester with supporting documents;
- b. Signed Administrative Expense Proof of Claim form of Star Environmental, Inc. for Mount Vernon Hospital, Inc. with supporting documents.

I would ask that the enclosed Administrative Expense Proof of Claim forms be marked filed.

In addition, I would request that the enclosed copies of the Administrative Expense Proof of Claim forms be stamped "Filed" and returned to the undersigned in the enclosed stamped addressed envelope.

Thank you for your attention to this matter.

Sincerely,


Ian Forstock, Gen. Manager

LG/me
enclos.

INVOICE

STAR ENVIRONMENTAL, INC.

5004 Kings Highway
Brooklyn, NY 11234
718-677-0495

DATE	INVOICE #

06/27/13

10014907

BILL TO

SERVICE TO

Sound Shore Medical Center
ATTN: Accounts Payable
16 Guion Place
New Rochelle, NY 10802

Mount Vernon Hospital
12 North 7th Avenue
Mount Vernon, NY 10550

P.O. NUMBER	TERMS

Description	Qty	Price	Amount
General Pest Control Services June 20113		600.00	600.00
		Total	600.00

INVOICE

STAR ENVIRONMENTAL, INC.

5004 Kings Highway
Brooklyn, NY 11234
718-677-0495

DATE	INVOICE #

07/22/13

10015678

BILL TO

Sound Shore Medical Center
ATTN: Accounts Payable
16 Guion Place
New Rochelle, NY 10802

SERVICE TO

Mount Vernon Hospital
Methadone Treatment Location
3 South 6th Avenue
Mount Vernon, NY 10550

P.O. NUMBER	TERMS

MV22557

Net 60

Description	Qty	Price	Amount
General Pest Control Services July 2013 week ending 7/5/13 week ending 7/12/13		75.00	75.00
		Total	75.00

INVOICE

STAR ENVIRONMENTAL, INC.

5004 Kings Highway
Brooklyn, NY 11234
718-677-0495

DATE	INVOICE #

07/22/13

10015679

BILL TO

Sound Shore Medical Center
ATTN: Accounts Payable
16 Guion Place
New Rochelle, NY 10802

SERVICE TO

Mount Vernon Hospital
12 North 7th Avenue
Mount Vernon, NY 10550

P.O. NUMBER	TERMS

	Net 30

Description	Qty	Price	Amount
General Pest Control Services July 2013. week ending 7/5/13 week ending 7/12/13		300.00	300.00
		Total	300.00

YOU ARE MAKING 3 COPIES.

PRESS FIRMLY TO SEAL



EI 199192669 US

ORIGIN (POSTAL SERVICE USE ONLY)		DELIVERY (POSTAL SERVICE USE ONLY)	
PO ZIP Code	11580	Day of Delivery	Postage \$ 13.35
Date Accepted	01/28/14	☒ Next ☐ 2nd ☐ 2nd Del. Day	Return Receipt Fee
Mo. Day Year	01/28/14	Scheduled Date of Delivery	Month 01 Day 29
Time Accepted	4:50 PM	Scheduled Time of Delivery	Mo. Day Year
☐ AM ☒ PM		☐ Noon ☒ 3 PM	
Flat Rate ☐ or Weight		Military ☐	Total Postage & Fees \$ 13.35
lbs. ozs.		☐ 2nd Day ☐ 3rd Day	Acceptance Emp. Initials
		Int'l Alpha Country Code	-D+

FROM: (PLEASE PRINT)

PHONE (

718-677-0495



U.S. POSTAGE
PAID
VALLEY STREAM, NY
JAN 28 14
AMOUNT

1007

\$19.99
00013207-14



Mailing Label
Label 11-B, March 2004

UNITED STATES POSTAL SERVICE®

Post Office To Addressee

DELIVERY (POSTAL SERVICE USE ONLY)		DELIVERY (POSTAL SERVICE USE ONLY)	
Delivery Attempt	Time	☐ AM ☐ PM	Employee Signature
Mo. Day Year			
Delivery Attempt	Time	☐ AM ☐ PM	Employee Signature
Mo. Day Year			
Delivery Date	Time	☐ AM ☐ PM	Employee Signature
Mo. Day Year			

CUSTOMER (POSTAL SERVICE USE ONLY)

PAYMENT BY ACCOUNT

Express Mail Corporate Acct. No. ☐ WAIVER OF SIGNATURE (Domestic Mail Only)
customer requests waiver of signature.

Federal Agency Acct. No. or Postal Service Acct. No. (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

TO: (PLEASE PRINT)

PHONE (

866-300-1258

Mail carrier at delivery

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		ADMINISTRATIVE PROOF OF CLAIM COURT USE ONLY
Name of Debtor: Sound Shore Medical Center of Westchester	Case Number: 13-22840	
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): Synthes, Inc.		
Name and address where notices should be sent: Patterson Belknap Webb & Tyler LLP 1133 Avenue of the Americas New York, NY 10036-6710 Attn: David W. Dykhous, Esq.		☐ Check this box to indicate that this claim amends a previously filed administrative expense claim.
Telephone number: (212) 336-2850	email: dwdykhous@pbwt.com	Court Claim Number: _____ (If known)
Name and address where payment should be sent (if different from above): FILED - 01242 U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SOUND SHORE MEDICAL CENTER OF WESTCHESTER ROBERT D. DRAIN		Filed on: _____ ☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this administrative expense claim. Attach copy of statement giving particulars.
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 490994		
1. BASIS FOR CLAIM: Goods sold – see attached Exhibit A		
2. DATE DEBT WAS INCURRED (IF KNOWN): On or about May 31, 2013		
3. DESCRIPTION OF CLAIM (IF KNOWN): See attached Exhibit A		
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$22,556.00		
5. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY
6. SUPPORTING DOCUMENTS. Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send originals documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
7. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
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. ☐ I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (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: <u>David W. Dykhous</u>		
Title: <u>Partner</u>		
Company: <u>Patterson Belknap Webb & Tyler LLP</u>		
Address and telephone number (if different from notice address above): _____ _____		
Telephone number: _____ email: _____		

Patterson Belknap Webb & Tyler LLP

1133 Avenue of the Americas New York, NY 10036-6710 212.336.2000 fax 212.336.2222 www.pbwt.com

January 24, 2014

Brian P. Guiney
(212) 336-2305
Direct Fax: 212-336-1257
bguiney@pbwt.com

By FedEx

Sound Shore Medical Center of Westchester
c/o GCG Inc.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

Re: *In re: Sound Shore Medical Center of Westchester, et al., Case No. 13-22840*

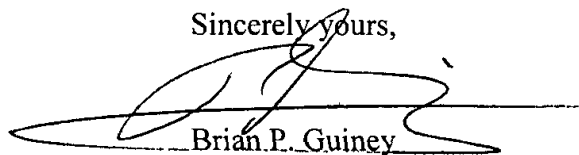
Dear Sir or Madam:

I am enclosing an administrative proof of claim for filing against the above-referenced debtor. I have also enclosed a duplicate copy of the claim. Kindly date-stamp the copy and return it to me in the self-addressed, prepaid envelope that is also enclosed.

If the claim is not in a form acceptable for filing, please call me immediately so I can correct the deficiency.

Thank you for your assistance.

Sincerely yours,



Brian P. Guiney

Enclosure

**Exhibit A to Administrative Proof of Claim of
Synthes, Inc. ("Synthes")**

According to its records, Synthes issued invoice number 15113239 (the "Post-Petition Invoice") to Sound Shore Medical Center of Westchester ("Debtor") on or about June 27, 2013, for goods ordered by the Debtor on or about May 31, 2013. Accordingly, Synthes is entitled to payment of \$22,556 – the full amount of that invoice – pursuant to 11 U.S.C. 503(b). A copy of the invoice is included with this Proof of Claim.

On or about September 12, 2013, Synthes filed a general unsecured claim against the Debtor asserting a right to payment on account of several unpaid invoices, including the Post-Petition Invoice. The filing of this Administrative Proof of Claim is not an attempt by Synthes to obtain a duplicative recovery on account of the Post-Petition Invoice. Upon allowance and payment of the Post-Petition Invoice pursuant to 11 U.S.C. 503(b), Synthes will amend its general unsecured claim or consent to its reduction.

This Administrative Proof of Claim is a protective Administrative Proof of Claim and is filed to protect Synthes from potential forfeiture of any rights or remedies against the Debtor. The filing of this Proof of Claim shall not constitute (a) a waiver or release of any rights or remedies of Synthes against Debtor or any other person or property; (b) consent by Synthes to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or the waiver of any objection thereto; or (c) an election of remedies, choice of law or submission to jurisdiction. Synthes expressly reserves the right to modify, amend, supplement or withdraw this Administrative Proof of Claim.

SYNTHES®

INVOICE

Inquiries To: **SYNTHES (USA)**

1302 Wrights Lane East • West Chester, PA 19380

TO ORDER, CALL TOLL FREE: (800) 523-0322

SOLD TO: Sound Shore Medical Center
 Attn: Accts Payable
 16 Guion Place
 New Rochelle NY 10801-5503

SHIP TO: Mike Guzman
 49 Pin Oak Dr.
 New Windsor NY 12553

CUSTOMER NO.	ORDER DATE	PURCHASE ORDER NO.	SHIP DATE	ORIGINAL INVOICE NO.	INVOICE NO.	INVOICE DATE
433594	05/31/13	NR177602	06/05/13		15113239RI	06/27/13
TERMS		ORDER NO.	CONTACT			ORDER ENTERED BY
Net 30 Days		97778038SO	GUZMAN/RODRIGUEZ/SDI/D(518) 698-0893			ROBINSKA
CMF SALES NO.	SUSA SALES NO.	SPINE SALES NO.	SHIP VIA			
1302490	17054494	34508937	UPS:2nd Day Air			

ITEM NO. GTIN	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACK ORDERED	QUANTITY CANCELLED	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
03.632.105 10705034719412	1	1			FEDEX ACCT TAP FOR 5.0MM DUAL CORE SCREWS 6MM HXC Lot: PE01790 Qty: 1	447.00	447.00
					Patient: H.E Surgeon: Brotea DOS: 05/31/13		
04.632.650 10705034745541	2	2			6.0MM TI MATRIX POLYAXIAL SCREW 50MM THREAD LENGTH Lot: 7312483 Qty: 2	1,680.00	3,360.00
04.632.645 10705034745534	4	4			6.0MM TI MATRIX POLYAXIAL SCREW 45MM THREAD LENGTH Lot: 7337357 Qty: 4	1,680.00	6,720.00
07.801.200.99S 10705034753737	1	1			CHRONOS BETA-TCP STRIP MX TWO STRIPS 47MMX18MMX3MM-STER Lot: KNA6939 Qty: 1	1,213.00	1,213.00
07.801.111.99S 10705034753720	2	2			CHRONOS(TM) BETA-TCP STRIP 100MM X 25MM X 6MM-STERILE Lot: KNB1042 Qty: 2	2,788.00	5,576.00
710.150.99S 10705034800035	2	2			BONE MARROW ASPIRATION 11GAUGE 15CM NEEDLE W/DISTAL HOLE-STER Lot: KNA9019 Qty: 2	137.00	274.00
09.636.060 10705034763651	2	2			5.5MM PRECONTOURED ROD 60MM	578.00	1,156.00

LOCAL TAX	COUNTY TAX	STATE TAX	Please Indicate Your Customer and Invoice Numbers on Check and Return Remittance Copy with Payment.	Remit to: SYNTHES P.O. Box 8538-662 Philadelphia, PA 19171-0662	TOTAL AMOUNT DUE

Notwithstanding any different or additional terms that may be embodied in your purchase order, your order is accepted only on the condition that you assent to the terms and conditions contained above and in the current edition of the Synthes catalogue and the current price list. Your failure to object to the terms and conditions within ten (10) days of the date of this invoice, your payment for the goods or your acceptance of the goods shall constitute assent. All shipments will be deemed to have been received by customer as invoiced unless customer makes written demand on Synthes for proof of delivery within 20 days of shipping date.

SYNTHES®

INVOICE

Inquiries To: **SYNTHES (USA)**

1302 Wrights Lane East • West Chester, PA 19380

TO ORDER, CALL TOLL FREE: (800) 523-0322

SOLD TO: Sound Shore Medical Center
 Attn: Accts Payable
 16 Guion Place
 New Rochelle NY 10801-5503

SHIP TO: Mike Guzman
 49 Pin Oak Dr.
 New Windsor NY 12553

CUSTOMER NO.	ORDER DATE	PURCHASE ORDER NO.		SHIP DATE	ORIGINAL INVOICE NO.	INVOICE NO.	INVOICE DATE
433594	05/31/13	NR177602		06/05/13		15113239R1	06/27/13
TERMS		ORDER NO.	CONTACT				ORDER ENTERED BY
Net 30 Days		97778038SO	GUZMAN/RODRIGUEZ/SDI/D(518) 698-0893				ROBINSCA
CMF SALES NO.	SUSA SALES NO.	SPINE SALES NO.	SHIP VIA				
1302490	17054494	34508937	UPS:2nd Day Air				

ITEM NO. GTIN	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACK ORDERED	QUANTITY CANCELLED	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
04.632.000 10705034744964	6	6			Lot: 7824929 Qty: 2 TI MATRIX LOCKING CAP	368.00	2,208.00
04.633.347 10705034746678	1	1			Lot: 7235027... Qty: 6 TI SNAP-ON TRANSCONNECTOR 47MM-62MM FOR 5.5MM/6.0MM RODS Lot: 7315046 Qty: 1	1,602.00	1,602.00
*** Invoiced Currency: USD							

LOCAL TAX	COUNTY TAX	STATE TAX	Remit to: SYNTHES P.O. Box 8538-662 Philadelphia, PA 19171-0662	TOTAL AMOUNT DUE
				22,556.00

Notwithstanding any different or additional terms that may be embodied in your purchase order, your order is accepted only on the condition that you assent to the terms and conditions contained above and in the current edition of the Synthes catalogue and the current price list. Your failure to object to the terms and conditions within ten (10) days of the date of this invoice, your payment for the goods or your acceptance of the goods shall constitute assent. All shipments will be deemed to have been received by customer as invoiced unless customer makes written demand on Synthes for proof of delivery within 20 days of shipping date.

From: (212) 336-2000
BRIAN GUINEY
Patterson Belknap Webb & Tyler LLP
1133 Sixth Avenue

Origin ID: NYCA



J14101312270326

New York, NY 10036

SHIP TO: (212) 336-2305
c/o GCG Inc.
Sound Shore Medical Center of Westc
5151 BLAZER PKWY STE A

BILL SENDER

DUBLIN, OH 43017

Ship Date: 24JAN14
ActWgt: 0.5 LB
CAD: 103672972/WSX12750

Delivery Address Bar Code



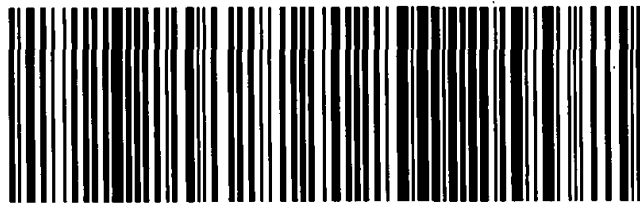
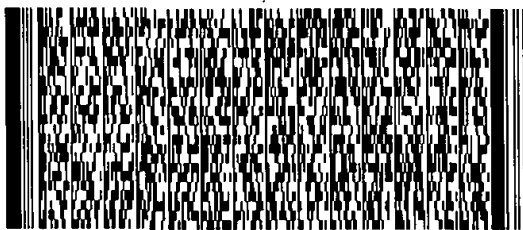
Ref # J5400-000325
Invoice #
PO #
Dept #

MON - 27 JAN 10:30A
PRIORITY OVERNIGHT

TRK# 7977 2325 8698
0201

SB OSUA

DSR
43017
OH-US
LCK



522G1D6ECF20

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

SEP 19 2013



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): ☒ Sound Shore Medical Center of Westchester ☒ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center ☐ The M.V.H. Corporation ☐ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 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 Mount Vernon Hospital
Name of Creditor (the person or other entity to whom the Debtor owes money or property): <i>Women Medical Wellness of Westchester</i>	☐ Check this box to indicate that this claim amends a previously filed claim.	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 and address where notices should be sent: <i>Women Medical Wellness 100 Stevens Ave 7TH FL Mount Vernon 10550</i>	Court Claim Number: (If known)	
Telephone number: <i>914-668-6366</i> Email Address: <i>gagnantm@yahoo.com</i>	Filed on:	
Name and address where payment should be sent (if different from above): <i>gagnantm@yahoo.com 914-668-6366</i>	☐ 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): \$ <i>151,590.18</i>		
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: <i>Delinquent in reimbursement for labratory fees</i> (See instruction #2) <i>See attached</i>		
3. Last four digits of any number by which creditor identifies Debtor: <i>4 0 0 1</i>	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	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <i>2013 SEP 16 A 8 55</i>	FILED S.D. OF N.Y. 2013 SEP 16 A 8 55 U.S. BANKRUPTCY COURT
Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % ☐ Fixed or ☐ Variable (when case was filed)	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 case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ <i>151,590.18</i> <i>(See attached)</i>		
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. ☐ 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: Gisela Aguerre

Title: President

Company: Women Medical Wellness

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

100 Stevens Ave. M.R.
Mount Vernon, NY 10550

Telephone number: 914-668-6366 email: gaguerre@yaho.com

(Signature) [Signature] (Date) 9-13-13

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 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.

☐ 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.

**WOMEN'S MEDICAL
WELLNESS OF
WESTCHESTER**



100 STEVENS AVENUE
7TH FLOOR
MT. VERNON, NY 10550

GUIRLAINE AGNANT, M.D.F.A.C.O.G.
KYUNG S. PARK, M.D., F.A.C.O.G.
Obstetrics & Gynecology

914.668.9090
914.668.6366
FAX 914.668.6465

March 12, 2013

To Mr. John Mamangakis

Re: payment of malpractice insurance premiums.
Dear Mr. Mamangakis,

We entered into a contractual agreement with you and the Sound Shore Medical Center that you will be responsible for 67% of our malpractice premiums. To date you have been ignoring my numerous pleas for you to honor this agreement. For the year 2012 to 2013 we have received only 1 payment from which was issued in October 2012. The premiums are due on a quarterly basis and the new year is about to start in July. Please let's try to bring this matter up to date because I will not be able to pay the premiums if I am not being reimbursed in a reasonably time.

Sincerely, Dr., Agnant.

PLEASE DETACH AND RETAIN THE PORTION FOR YOUR RECORDS.

TAX ID 131740115

34485

CHECK NO. 729258

DATE	DESCRIPTION / INVOICE NO.	ACCOUNT NUMBER	VOUCHER NUMBER	GROSS AMOUNT	CASH DISCOUNT	NET AMOUNT
3/23/13	NOV. DEC. 2011 & JAN. 2012		154080	49914.35	.00	49914.35
THE MOUNT VERNON HOSPITAL 12 North Seventh Avenue, Mount Vernon, NY 10550						

*****49,914.35



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

729258
50-930/2

DATE	CHECK NUMBER
3/21/2013	0729258

CHECK AMOUNT
\$ *****49,914.35

PAY *****49,914 DOLLARS AND 35 CENTS

TO
THE
ORDER
OF:

WOMEN MEDICAL WELLNESS OF
WESTCHESTER PLLC
100 STEVENS AVENUE 7TH FLOOR
MT VERNON NY 10550

34485



⑈729258⑈ ⑆021909300⑆ 12017140001⑈

Last Payment prior to
Bankruptcy reflected payment
up to January 2012

THE MOUNT VERNON HOSPITAL
 12 NORTH SEVENTH AVENUE
 MOUNT VERNON, NEW YORK 10550

DEBTOR IN POSSESSION

ACCOUNT #1201714001

OPERATING ACCOUNT
 HUDSON VALLEY BANK
 403 EAST SANDFORD BLVD.
 MT VERNON, NY 10550

730070

DATE 7/12/2013 **CHECK NUMBER** 0730070

CHECK AMOUNT \$ *****16,640.00

PAY ***16,640 DOLLARS AND 00 CENTS**

TO WOMEN MEDICAL WELLNESS OF 34485
THE WESTCHESTER PLLC
ORDER 100 STEVENS AVENUE 7TH FLOOR
OF: MT VERNON NY 10550

730070

730070 16640.00 16640.00

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS				TAX ID 131740115		CHECK NO. 730070	
DATE	DESCRIPTION / INVOICE NO.	ACCOUNT NUMBER	VOUCHER NUMBER	GROSS AMOUNT	CASH DISCOUNT	NET AMOUNT	
6/03/13	POST-60313		157470	16640.00	.00	16640.00	

100 Stevens Ave, 7th floor, Mount Vernon, NY 10550

Tel: 914-668-6366 Fax: 914-668-6465

Guirlaine Agnant, M.D., F.A.C.O.G.

Minal Vaidya, M.D.

Marise St. Charles, D.O.

Kyung Park, M.D., F.A.C.O.G.

Hye-Eun Kwon, M.D.

MALPRACTICE INSURANCES PREMIUMS

	ANNUAL PREMIUM	QUARTERLY PREMIUM
KYUNG PARK	\$142, 640	\$35,660
MARISE ST CHARLES	\$91,672	\$23,837
HYE EUN KWON	\$63,684	\$15,921.
TOTAL	\$297,996	\$75,418

Medical Liability Mutual Insurance Company
 2 Park Avenue, New York, NY 10016

Declarations Page

Policy Number: NY-PZ-PC-3394575-ND

Policy Period: 07/01/2012 07/01/2013

Effective 12:01 A.M., Standard Time
 at the Policy Administrator's Address

Account Number: 3394575PR

Policy Type: Claims Made

Policy Administrator:	
Name & Address	Kyung Sun Park, MD 100 Stevens Avenue, 7th Floor Mount Vernon, NY 10550

Policy Producer:	Not Applicable
Name & Address Phone	

In return for the payment of the Premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

WHO IS INSURED

Named Individual/Organization Coverage Code/Specialty Description	Limits of Liability Each Person/Total	Retroactive Date (if applicable)	Premium
03-10094-NY014001-60-96.81-00000000 Kyung Sun Park, MD--MP0335720--H80153 Obstetrics and Gynecology	\$1,300,000/\$3,900,000	07/01/1989	\$129,400.00
Surcharge(s):			\$12,940.00
Defense Coverage Premium:			\$300.00
Total Premium:			\$142,640.00

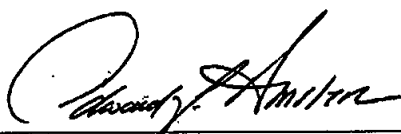
FORMS AND ENDORSEMENTS

PSE0002 0102, PSE0003 0102, PSE0005 0305, PSE0019 0102, PSE0049 1105, PSE0054 1105, PSE0058 1208, PSE0051 0305, PSE0065 0711, MIL0002 0112

Issuing Office: 2 Park Avenue, New York, NY 10016

Phone: 212-576-9670

Initials/Date: TH/July 10, 2012

Signed by: 
 Authorized Company Representative



(516) 365-6690

(800) 632-6040

www.pri.com

Hye-Eun Kwon, MD
C/O Women Medical Wellness of Westchester, PLLC
100 Stevens Avenue
Mount Vernon, NY 10550

**PROFESSIONAL LIABILITY POLICY
CLAIMS-MADE COVERAGE**

Policy Number: 16662	Named Insured and Professional Office Premises Hye-Eun Kwon, MD 100 Stevens Avenue Mount Vernon, NY 10550
Policy Period: 09/01/2012 - 09/01/2013	
*Initial Coverage Date: 09/01/2011	
The insured is engaged in the specialty of Obstetrics & Gynecology class PHY82 and is duly registered and/or licensed to practice his/her profession under the laws of all jurisdictions in which he/she practices.	

COVERAGE

Professional Liability Coverage
The Annual Aggregate for one Policy Year shall not exceed

LIMITS OF LIABILITY

\$1,300,000 per claim
\$3,900,000

ADDITIONAL INSURED:

Women Medical Wellness of Westchester, PLLC

COVERAGE UNDER YOUR POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
ENDORSEMENTS LISTED BELOW: E-106B, E-113, E-141, E-144, E-145A, E-146, E-148, E-149

TOTAL PREMIUM: \$63,684.00

COUNTERSIGNED BY:

DATE ISSUED: 07/30/2012

MARKETING REPRESENTATIVE: MBS Insurance Services, Inc.

*THE EXCHANGE IS NOT RESPONSIBLE FOR ANY CLAIM RECEIVED OR REPORTED AFTER THE
INITIAL COVERAGE DATE BASED UPON INCIDENTS OCCURRING PRIOR TO THE INITIAL COVERAGE
DATE FOR THE NAMED INSURED. THIS POLICY IS NON-ASSESSABLE.

PHY-CM(8/95)



(516) 365-6690

(800) 632-6040

www.pri.com

Marise St. Charles, DO
C/o Women Medical Wellness of Westchester, PLLC
100 Stevens Avenue
7th Floor
Mount Vernon, NY 10550

**PROFESSIONAL LIABILITY POLICY
CLAIMS-MADE COVERAGE**

Policy Number: 16343	Named Insured and Professional Office Premises Marise St. Charles, DO 100 Stevens Ave. 7th Floor Mount Vernon, NY 10550
Policy Period: 08/01/2012 - 08/01/2013	
*Initial Coverage Date: 08/01/2011	
The insured is engaged in the specialty of Obstetrics & Gynecology class PHY82 and is duly registered and/or licensed to practice his/her profession under the laws of all jurisdictions in which he/she practices.	

COVERAGE

Professional Liability Coverage

The Annual Aggregate for one Policy Year shall not exceed

LIMITS OF LIABILITY

\$1,300,000 per claim

\$3,900,000

ADDITIONAL INSURED:

Women Medical Wellness of Westchester, PLLC

COVERAGE UNDER YOUR POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
ENDORSEMENTS LISTED BELOW: E-106B, E-113, E-141, E-144, E-145A, E-146, E-148, E-149

TOTAL PREMIUM: \$91,672.00

COUNTERSIGNED BY:

A handwritten signature in black ink, appearing to read 'Anthony S. Brown', is written over a horizontal line.

DATE ISSUED: 06/28/2012

MARKETING REPRESENTATIVE: MBS Insurance Services, Inc.

*THE EXCHANGE IS NOT RESPONSIBLE FOR ANY CLAIM RECEIVED OR REPORTED AFTER THE
INITIAL COVERAGE DATE BASED UPON INCIDENTS OCCURRING PRIOR TO THE INITIAL COVERAGE
DATE FOR THE NAMED INSURED. THIS POLICY IS NON-ASSESSABLE.

PHY-CM(8/95)

EMPLOYMENT AGREEMENT

(KYUNG SUN PARK, M.D.)

AGREEMENT made on the first day of August, 2011 between **MOUNT VERNON HOSPITAL, 12 NORTH SEVENTH AVENUE, MOUNT VERNON, NEW YORK 10550** (the "Hospital") and **KYUNG SUN PARK, M.D.** with an address at 100 Stevens Avenue, Suite 601, Mount Vernon, NY 10550 (the "Physician").

WHEREAS, the Hospital is the operator of an acute care hospital facility in Mount Vernon, New York; and

WHEREAS, the Physician is duly licensed to practice medicine in the State of New York; and

WHEREAS, the Hospital desires to secure the Physician's employment by the Hospital as an Obstetrician Gynecologist and the Physician desires to commit himself to serve as an employee of the Hospital on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Hospital and the Physician agree as follows:

I. APPOINTMENT

1. The Hospital shall employ the Physician to render educational and professional medical services in the specialty of Obstetrics and Gynecology ("OB/GYN") for the patients of the Hospital upon the terms and conditions set forth herein.
2. The Physician shall maintain such standards and meet such requirements as will, at all times, enable the Hospital to maintain full accreditation by the Joint Commission; continuation of the Hospital's licensure and operating certificate; compliance with the standards of the American Medical Association and the American Hospital Association all as they apply to the department; and approval, accreditation and certification by applicable reviewing or certifying boards and/or agencies in connection with such post-graduate training programs as are or may be adopted by the Hospital.
3. The Physician shall directly report to the Director of Obstetrics/Gynecology.
4. The Physician may conduct a private medical practice, such as but not limited to Women's Medical Wellness of Westchester ("WMWW") so long as Physician's duties and responsibilities with WMWW do not interfere with his duties and responsibilities to the Hospital as specifically set forth herein.

II. DUTIES AND RESPONSIBILITIES

1. The Physician shall provide patient care services, in the specialty of OB/GYN, to Hospital patients (including, clinic patients, emergency room patients and inpatients) who do not otherwise have their own OB/GYN physician ("Hospital Patients"). The Physician shall provide (a) OB/GYN clinic coverage; (b) on-call OB/GYN coverage (as discussed further

below); (c) inpatient and outpatient OB/GYN services (i.e., surgical procedures) to Hospital Patients as needed; (d) inpatient and outpatient OB/GYN consultations to Hospital Patients as requested; (e) deliveries for Hospital Patients at Sound Shore Medical Center ("SSMC") ((a) – (e) together referred to as "Professional Services"). The Professional Services shall be provided at the Hospital, the Hospital clinic, or at SSMC. (All of which taken together constitute the Sound Shore Health System ("Health System").)

2. The Physician shall participate in an on-call schedule to ensure uninterrupted service to all Hospital OB/GYN patients. The Physician shall provide OB/GYN on-call coverage for the Hospital's emergency room and clinic pursuant to a call schedule in rotation with other members of the Hospital's OB/GYN staff or as the call schedule allows. On-call coverage shall mean (a) carrying a beeper; (b) being available by telephone within ten (10) minutes of receipt of a beeper transmission and being on site, if necessary, in the emergency room or clinic for professional medical care within thirty (30) minutes of being called by the emergency room or clinic and (c) being available on a timely basis to provide inpatient care services to all Hospital Patients admitted from the emergency room or clinic for acute care services who are assigned to OB/GYN service thereafter, including all medically necessary and customary post admission care attendant to the treatment rendered. It is understood that the Physician shall provide continuing professional medical care as appropriate to all Hospital Patients that are admitted to OB/GYN service while on-call.

3. Within the framework of the objectives, policies, and programs as are established from time to time by the Hospital, the Physician's additional duties and responsibilities shall include those set forth on **Exhibit A** ("Position Description") which is made a part of this Agreement. The Physician shall spend 37.5 hours per week in fulfilling his duties and responsibilities as set forth in the Position Description.

4. The Physician shall complete the **Physician Time Log**, in the form annexed as **Exhibit B** and incorporated herein by reference, on a monthly basis and submit such Physician Time Logs to the Director OB/GYN by the 10th day of the month documenting time spent on specific activities the previous month. In the event that the Director OB/GYN has questions regarding the Physician Time Log, a meeting shall be held with the Physician to resolve such questions within ten (10) days of receipt of the Physician Time Log.

5. The Physician shall complete and submit the **Physician Time Card**, in the form annexed as **Exhibit C** and incorporated herein by reference, on a biweekly basis, on Fridays, to the Senior Vice President, Operations documenting time spent the previous two weeks.

6. The Hospital (or SSMC) shall exclusively provide billing and collection functions for all professional services provided by the Physician for Hospital Patients seen by the Physician in the Hospital's or SSMC's emergency room, clinics, outpatient and inpatient facilities. All fees and collection policies shall be determined by the Hospital (or SSMC). Any fee collected by the Physician for professional services rendered to Hospital Patients shall be immediately turned over to the Hospital (or SSMC). The Physician authorizes the Hospital (or SSMC) to accept, or refuse to accept, on behalf of the Physician, any assignment of insurance benefits from any Hospital Patient receiving professional services from the Physician pursuant to this Agreement. This Agreement shall constitute an assignment by the Physician to the Hospital (or SSMC) of all funds owing or collected for professional services rendered by Physician to Hospital Patients pursuant to the Agreement, and the Physician shall take all additional steps

reasonably requested by the Hospital to assist in the billing and collection of funds due for such services. All funds collected with respect to such services shall be the exclusive property of the Hospital (or SSMC).

Notwithstanding anything set forth herein to the contrary, the parties acknowledge and agree that the Physician is permitted to provide professional services to private practice patients (i.e., WMWW patients). The billing and collection and all other matters relating to WMWW patients shall be provided by the Physician.

7. The Physician agrees to notify the Hospital's Compliance Officer immediately if (i) the Physician is notified that he is under investigation by any government enforcement agency in connection with any alleged or suspected fraud or illegal billing practices arising out of any activity whatsoever, or any services provided under Medicare, Medicaid, any other government payment programs for medical services, or any other third party payment program for health care services; or (ii) the Physician is notified that he is subject to any New York State disciplinary actions.

8. The Physician shall maintain active medical staff privileges at the Hospital and at SSMC and shall comply with the Bylaws of the medical staffs and the rules and regulations promulgated pursuant thereto.

III. FACILITIES AND STAFF

The Hospital shall provide such administrative/clerical personnel, technical personnel, facilities, office and conference space, equipment, supplies, public relations and marketing support as is reasonably necessary and appropriate for the Physician to fulfill his duties and responsibilities hereunder.

IV. COMPENSATION, BENEFITS AND EXPENSES

1. In consideration of the duties and responsibilities being provided by the Physician to the Hospital pursuant to this Agreement and contingent upon the Physician fulfilling the time requirements set forth in Article II, Section 3:

The Hospital shall pay the Physician an annual salary of \$175,000 for teaching and Professional Services ("Professional Services Salary") hereunder, pro-rated for any part of the year that this Agreement is in effect. Such amount shall be payable in equal bi-weekly installments, subject to required withholdings and deductions, in accordance with the Hospital's payroll policies.

As a precondition to payment of the Professional Services Salary, the Senior Vice President, Operations must be in receipt of the biweekly Physician Time Card and the most recently completed monthly Physician Time Log. In the event that the Physician does not comply with the time requirements (as evidenced by the Physician Time Logs and Time Cards) his compensation shall be adjusted for the actual time worked.

2. The Physician also will receive such "fringe" benefits as are afforded to similarly situated employed physicians at the Hospital pursuant to Hospital policies, as amended or revised from time to time by the Hospital in its sole discretion. The current benefit policy is

attached as **Exhibit D**. Unused Paid Time Off shall not carry over to subsequent years. In the event that this Agreement is terminated pursuant to Section (VII) below, all unused Paid Time Off shall be forfeited. Further, the Hospital shall reimburse the Physician for costs associated with continuing education and travel, which has been preapproved by Hospital, up to \$2,000 annually upon Physician's submission of documentation substantiating that such expenses were incurred.

V. INVENTIONS AND PATENTS

Inventions, discoveries, improvements or patents which are legally protected and substantially developed by the Physician during her employment by the Hospital (i) primarily using Hospital facilities, staff or resources; or (ii) pursuant to a Hospital venture or a Hospital sponsored research program shall inure to the mutual benefit of the Physician and the Hospital on a 50/50 basis. The Hospital shall have no right or interest in any inventions, discoveries, improvements or patents which are legally protected and were substantially developed by the Physician prior to or after the date of the Physician's employment or which do not meet the conditions contained in (i) and (ii) above.

VI. PROFESSIONAL LIABILITY COVERAGE

WMWW shall provide the Physician with professional liability insurance in the minimum amount of \$1,300,000 single limit, \$3,900,000 general aggregate which shall cover his duties for the Hospital hereunder and his duties for his private medical practice. If such coverage is on a claims-made basis, Physician shall if necessary obtain tail coverage upon the expiration or termination of this Agreement. The Physician shall use his best efforts to have his insurance carrier furnish the Hospital proof that the Hospital shall receive at least ten (10) days written notice prior to the effective date of any reduction, cancellation or termination of insurance. The Physician shall provide the Hospital with notice of each claim filed against the Physician related to the services he is providing hereunder. So long as the New York State law is in effect that continues to provide excess professional liability insurance for physicians affiliated with the Hospital at no cost to the Physician, the Physician must apply for and maintain this layer of excess professional liability insurance which is in the amount of \$1,300,000 single limit/\$3,900,000 general aggregate. WMWW shall submit a copy of its malpractice policy invoice to the Hospital on a quarterly basis. The Hospital shall pay WMWW 67% of the invoice amount which equals the Hospital's pro rata portion of the cost of such malpractice insurance policy attributed to the Physician's duties hereunder.

VII. TERM AND TERMINATION

1. This Agreement shall commence on August 1, 2011 ("Effective Date") and shall continue in effect until July 31, 2012 (the "Initial Term") unless sooner terminated as provided herein. Thereafter, this Agreement shall be automatically renewed for a one-year term by the parties unless a party provides the other party written notice of its intent not to renew at least sixty (60) days prior to the end of the then current term.
2. This Agreement may be terminated at any time upon the mutual agreement of the parties.
3. This Agreement may be terminated at any time by either party without cause upon ninety (90) days written notice to the other party.

4. This Agreement may be terminated by the Hospital upon notice, at any time for Good Cause, and the Physician's compensation shall cease thereupon. "Good Cause" shall mean:

- a) Termination, curtailment, suspension or non-renewal of the Physician's Medical Staff appointment or privileges at the Hospital in accordance with the uniformly enforced rules of the Hospital;
- b) Suspension or revocation of the Physician's license to practice medicine or prescribe medications in the State of New York;
- c) Death of the Physician; or the permanent disability of the Physician causing him to cease practicing medicine as a result of such disability;
- d) The Physician's material failure or breach to comply with any term or provision of this Agreement (other than by reason of disability or Physician's inability to perform by virtue of the Hospital's failure under this Agreement), and such failure continues for ninety (90) days after written notice thereof by the Hospital stating the specific failure or breach;
- e) Imposition on Physician of sanctions by any governmental agency resulting in an exclusion of Physician from participation in Medicare, Medicaid or any governmental reimbursement program;
- f) The Physician's failure to qualify for malpractice insurance coverage;
- g) The Physician becomes addicted to or habitually abuses illegal drugs or alcohol and/or such addiction or habitual abuse materially affects the performance of his duties hereunder;
- h) The Physician is convicted of a felony related to the practice of medicine;
- i) The Physician fails to fulfill the requirements of the Hospital's compliance program (including, but not limited to, complying with the Hospital's annual compliance training requirements); or
- j) Other conduct which in the fair and reasonable opinion of the Chief Executive Officer of the Hospital is such as to create a threat to the health, safety, or welfare of patients, demonstrates a failure to carry out the Physician's professional responsibilities hereunder, or is otherwise contrary to the best interest and welfare of the Hospital or its patients.

5. This Agreement may be terminated by Physician, upon notice, at any time for Good Cause. "Good Cause" shall mean:

- a) The loss by the Hospital of its operating certificate; or
- b) The Hospital's material failure to comply with any term or provision of this Agreement, and such failure or breach continues for ninety (90) days after written notice thereof by the Physician stating the specific failure or breach.

VIII. CONFIDENTIALITY

During the term of this Agreement, the Physician shall not disclose to any person (other than to an employee of the Hospital or other professional performing services for the Hospital or any other person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Physician of his duties or is otherwise required by law) any confidential information obtained by him while in the employ of the Hospital with respect to any of the Hospital finances, contractual arrangements, product designs, inventions, processes, patents, provision of services, or marketing techniques; provided, however, that confidential information shall not include any information known generally to the public or any information of the type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Hospital or any information disclosed by a third party not bound by a confidentiality agreement with the Hospital or duty of confidentiality to the Hospital. The terms of this Article VIII shall survive the termination or expiration of this Agreement.

IX. REPRESENTATIONS

1. The Hospital warrants and represents that (i) it is a not-for-profit corporation duly organized and validly existing pursuant to the laws of the State of New York; (ii) it is licensed as a general hospital pursuant to Article 28 of the Public Health Law; and (iii) it shall comply with all applicable federal, state, and local statutes, rules and regulations.
2. The Physician warrants and represents that (i) he shall maintain membership in good standing on the Hospital's Medical Staff and on SSMC's Medical Staff with appropriate and requisite privileges in accordance with Hospital policies and procedures; (ii) he shall perform satisfactorily and to the best of his ability the functions and duties of his position and comply with the Bylaws, Rules and Regulations, policies and procedures of the Hospital, its Medical Staff, SSMC and its Medical Staff including the Hospital's Compliance Program; (iii) he shall comply with all applicable federal, state, and local statutes, rules and regulations; (iv) he is licensed and registered to practice medicine in the State of New York and is board certified in obstetrics and gynecology; (v) he has never been sanctioned under Medicare/Medicaid or any other federal health program; and (v) he shall maintain professional liability insurance coverage in accordance with Article VI of this Agreement.
3. 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.

X. PATIENT MEDICAL RECORDS

1. The Physician shall maintain and file accurate and complete medical records in form and content consistent with Hospital policies and procedures as established from time to time. The medical records shall at all times remain the property of the Hospital. The Physician shall have access consistent with Hospital policies and procedures established from time to time, but in no event will the Hospital deny reasonable access for the purposes of patient care, billing, collection, malpractice cases or other services consistent with the Physician fulfilling his duties hereunder. The parties agree to maintain the medical records consistent with Hospital policies and federal, state and local laws, rules and regulations.

2. The Physician agrees that he shall comply with the statutory requirements concerning the privacy and security of identifiable health information as governed under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any regulations promulgated thereunder and the Physician agrees to execute any and all further documents and/or agreements in furtherance of such requirements. The Physician's obligations under this Article X shall survive any termination of this Agreement for any reason whatsoever.

XI. NON-SOLICITATION

The Physician covenants and agrees that during his employment hereunder, and for a period of one (1) year following the expiration or termination of this Agreement, he shall not, without prior written consent of the Hospital:

1. recruit, directly any employee of the Hospital or any affiliate of the Hospital, or any physician who is a member of the medical staff of the Hospital or any affiliate of the Hospital for employment or for independent contractor services, nor engage in such recruitment activity for any party other than the Hospital, nor advise others as to such recruitment activity; or
2. solicit, directly any referral sources or patients of the Hospital or any affiliate of the Hospital or utilize any Hospital patient records, either clinical or financial, regardless of how these records were obtained or originated, for the purpose of contacting former patients or for any other purpose.

XII. NOTICES

All notices, consents or communications required or permitted hereunder, or otherwise given by one party to the other, shall be in writing and shall be deemed given when received by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or sent by express courier or facsimile to the parties as follows:

To the Hospital:

Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550
Attention: John R. Spicer, President and Chief Executive Officer
cc: John P. Mamangakis, Senior Vice President

To the Physician:

Kyung Sun Park, M.D.
100 Stevens Avenue, Suite 601
Mount Vernon, NY 10550

A party may change the persons and addresses to which notices or other communications are to be sent by the methods stated above, provided that notice or such changes shall be effective only upon receipt.

XII. MISCELLANEOUS

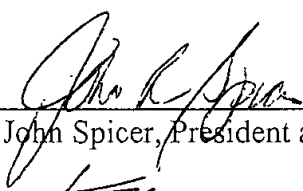
1. This Agreement shall not be changed, modified, or amended except by a writing signed by the parties, and shall not be discharged except by performance in accordance with its terms or by a writing signed by the parties.
2. This Agreement and any Exhibits hereto set forth the entire Agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No party shall be bound by any condition, definition, warranty, or representation other than as expressly provided for in this Agreement.
3. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
5. The headings of the Articles and Sections contained in this Agreement are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.
6. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement and all documents executed pursuant thereto are binding upon and shall inure to the benefit of the parties, their respective successors, and permitted assigns.
7. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of the Agreement.
8. No waiver by either party of any condition or of a breach by the other party of any term or covenant contained in this Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.
9. Both parties shall comply with all applicable state and federal nondiscrimination laws and not discriminate against any patient in the manner or quality of services provided on the basis of age, race, national or ethnic origin, color, gender, sexual orientation, creed, disability, source of payment or type of illness or condition.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation in the Agreement.
12. Nothing set forth herein constitutes remuneration for the referral of patients between the parties. Neither party is obligated by anything stated in this Agreement to refer patients to the other party.

13. Physician agrees that any employee who provides patient care items or services at the Health System or who performs billing or coding functions for the Health System will comply with the Health System's Compliance Program, including its Conflict of Interest Policy (**Exhibit E**), the general training and training related to the Anti-Kickback Statute, 42U.S.C. §1320a-7(b), and the Stark Law, 42 U.S.C. § 1395nn. Physician and Health System both agree that in the performance of this Agreement, neither party shall violate the Stark Law or the Anti-kickback Statute.

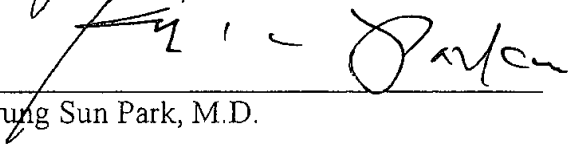
IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.

MOUNT VERNON HOSPITAL

Date: _____


By: John Spicer, President and CEO

Date: 8/01/11


Kyung Sun Park, M.D.

**EMPLOYMENT AGREEMENT
HYE-EUN KWON, M.D.**

AGREEMENT made on the 15th day of September 2011 between **SOUND SHORE MEDICAL CENTER OF WESTCHESTER**, with its principal place of business at 16 Guion Place, New Rochelle, New York 10802 (the "Hospital") and **HYE-EUN KWON, M.D.**, with an address at 100 Stevens Avenue, Suite 601, Mount Vernon, NY 10550 (the "Physician").

WHEREAS, the Hospital is the operator of an acute care hospital facility in New Rochelle, New York; and

WHEREAS, the Physician is duly licensed to practice medicine in the State of New York; and

WHEREAS, the Hospital desires to secure the Physician's employment by the Hospital as a physician specializing in of Obstetrics and Gynecology and the Physician desires to commit herself to serve as an employee of the Hospital on the terms set forth herein; and

WHEREAS, the Hospital will lease the Physician to The Mount Vernon Hospital ("MVH") pursuant to a separate Leasing Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Hospital and the Physician agree as follows:

I. APPOINTMENT

1. The Hospital shall employ the Physician to render educational, administrative and professional medical services in the specialty of Obstetrics and Gynecology ("OB/GYN") for the patients of the Hospital and MVH upon the terms and conditions set forth herein and pursuant to the Leasing Agreement.
2. The Physician shall maintain such standards and meet such requirements as will, at all times, enable the Hospital and MVH to maintain full accreditation by the Joint Commission; continuation of the Hospital's and MVH's licensure and operating certificate; compliance with the standards of the American Medical Association and the American Hospital Association all as they apply to the department; and approval, accreditation and certification by applicable reviewing or certifying boards and/or agencies in connection with such post-graduate training programs as are or may be adopted by the Hospital.
3. The Physician shall directly report to the Director of Obstetrics and Gynecology of the Hospital.
4. The Physician shall maintain employment with Women's Medical Wellness of Westchester ("WMWW") and may conduct a private medical practice so long as Physician's duties and responsibilities with WMWW do not interfere with her duties and responsibilities to the Hospital as specifically set forth herein.

II. DUTIES AND RESPONSIBILITIES

1. The Physician shall provide patient care services, in the specialty of OB/GYN, to clinic patients, emergency room patients and inpatients at MVH who do not otherwise have their own OB/GYN physician ("Patients"). The Physician shall provide (a) clinic coverage; (b) on-call OB/GYN coverage (as discussed further below); (c) inpatient and outpatient OB/GYN services (*i.e.*, surgical procedures) to Patients as needed; (d) inpatient and outpatient OB/GYN consultations to Patients as requested; and (e) deliveries for Patients at the Hospital ((a) – (e) together referred to as "Professional Services"). The Professional Services shall be provided at MVH, the MVH clinic or at the Hospital. (All of which taken together constitute the Sound Shore Health System ("Health System").)
2. The Physician shall participate in an on-call schedule to ensure uninterrupted service to all Patients. The Physician shall provide OB/GYN on-call coverage for the MVH's emergency room and clinic pursuant to a call schedule in rotation with other members of the OB/GYN staff or as the call schedule allows. On-call coverage shall mean (a) carrying a beeper; (b) being available by telephone within ten (10) minutes of receipt of a beeper transmission and being on site, if necessary, in the emergency room or clinic for professional medical care within thirty (30) minutes of being called by the emergency room or clinic and (c) being available on a timely basis to provide inpatient care services to all Hospital Patients admitted from the emergency room or clinic for acute care services who are assigned to OB/GYN service thereafter, including all medically necessary and customary post admission care attendant to the treatment rendered. It is understood that the Physician shall provide continuing professional medical care as appropriate to all MVH Patients that are admitted to OB/GYN service while on-call.
3. Within the framework of the objectives, policies, and programs as are established from time to time by the Hospital, the Physician's additional duties and responsibilities shall include those set forth on **Exhibit A** ("Position Description") which is made a part of this Agreement. The Physician shall spend 30 hours per week in fulfilling her duties and responsibilities as set forth in the Position Description.
4. The Physician shall complete the **Physician Time Log**, in the form annexed as **Exhibit B** and incorporated herein by reference, on a monthly basis and submit such Physician Time Logs to the Senior Vice President, Operations by the 10th day of the month documenting time spent on specific activities the previous month. In the event that the Senior Vice President, Operations has questions regarding the Physician Time Log, a meeting shall be held with the Physician to resolve such questions within ten (10) days of receipt of the Physician Time Log.
5. The Physician shall complete and submit the **Physician Time Card**, in the form annexed as **Exhibit C** and incorporated herein by reference, on a biweekly basis, on Fridays, to the Senior Vice President, Operations documenting time spent the previous two weeks.
6. The Physician agrees to notify the Hospital's Compliance Officer immediately if (i) the Physician is notified that she is under investigation by any government enforcement agency in connection with any alleged or suspected fraud or illegal billing practices arising out of any activity whatsoever, or any services provided under Medicare, Medicaid, any other government payment programs for medical services, or any other third party payment program for health care services; or (ii) the Physician is notified that she is subject to any New York State

disciplinary actions.

7. The Physician shall maintain active medical staff privileges at the Hospital and at MVH and shall comply with the Bylaws of the medical staffs and the rules and regulations promulgated pursuant thereto.

8. The Hospital (or MVH) shall exclusively provide billing and collection functions for all professional services provided by the Physician for Patients seen by the Physician in the Hospital's or MVH's emergency room, clinics, outpatient and inpatient facilities. All fees and collection policies shall be determined by the Hospital (or MVH). Any fee collected by the Physician for professional services rendered to Patients shall be immediately turned over to the Hospital (or SSMC). The Physician authorizes the Hospital (or MVH) to accept, or refuse to accept, on behalf of the Physician, any assignment of insurance benefits from any Patient receiving professional services from the Physician pursuant to this Agreement. This Agreement shall constitute an assignment by the Physician to the Hospital (or MVH) of all funds owing or collected for professional services rendered by Physician to Patients pursuant to the Agreement, and the Physician shall take all additional steps reasonably requested by the Hospital to assist in the billing and collection of funds due for such services. All funds collected with respect to such services shall be the exclusive property of the Hospital (or MVH).

Notwithstanding anything set forth herein to the contrary, the parties acknowledge and agree that the Physician is permitted to provide professional services to private practice patients. The billing and collection and all other matters relating to private practice patients shall be provided by the Physician.

III. FACILITIES AND STAFF

The Hospital shall provide such administrative/clerical personnel, technical personnel, facilities, office and conference space, equipment, supplies, public relations and marketing support as is reasonably necessary and appropriate for the Physician to fulfill her duties and responsibilities hereunder.

IV. COMPENSATION, BENEFITS AND EXPENSES

1. In consideration of the duties and responsibilities being provided by the Physician to the Hospital pursuant to this Agreement and contingent upon the Physician fulfilling the time requirements set forth in Article II, Section 3:

The Hospital shall pay the Physician an annual salary of \$150,000 for all Professional Services ("Professional Services Salary") rendered during the term of this Agreement in bi-weekly installments, in accordance with the Hospital's regular payroll practices.

As a precondition to payment of the Professional Services Salary, the Senior Vice President, Operations must be in receipt of the biweekly Physician Time Card and the most recently completed monthly Physician Time Log. In the event that the Physician does not comply with the time requirements (as evidenced by the Physician Time Logs and Time Cards) her compensation shall be adjusted for the actual time worked.

2. The Physician also will receive such "fringe" benefits as are afforded to similarly situated employed physicians at the Hospital pursuant to Hospital policies, as amended or revised from time to time by the Hospital in its sole discretion. The current benefit policy is attached as **Exhibit D**. Unused Paid Time Off shall not carry over to subsequent years. In the event that this Agreement is terminated pursuant to Section (VII) below, all unused Paid Time Off shall be forfeited. Further, the Hospital shall reimburse the Physician for costs associated with continuing education and travel, which has been approved by Hospital in advance, up to \$2,000 annually upon Physician's submission of documentation substantiating that such expenses were incurred.

V. INVENTIONS AND PATENTS

Inventions, discoveries, improvements or patents which are legally protected and substantially developed by the Physician during her employment by the Hospital (i) primarily using Hospital, or MVH facilities, staff or resources; or (ii) pursuant to a Hospital or MVH venture or a Hospital sponsored research program shall inure to the mutual benefit of the Physician and the Hospital on a 50/50 basis. The Hospital shall have no right or interest in any inventions, discoveries, improvements or patents which are legally protected and were substantially developed by the Physician prior to or after the date of the Physician's employment or which do not meet the conditions contained in (i) and (ii) above.

VI. PROFESSIONAL LIABILITY COVERAGE

WMWW shall provide the Physician with professional liability insurance in the minimum amount of \$1,300,000 single limit, \$3,900,000 general aggregate which shall cover her duties for the Hospital hereunder and her duties for her private medical practice. If such coverage is on a claims-made basis, Physician shall if necessary obtain tail coverage upon the expiration or termination of this Agreement. The Physician shall use her best efforts to have her insurance carrier furnish the Hospital proof that the Hospital shall receive at least ten (10) days written notice prior to the effective date of any reduction, cancellation or termination of insurance. The Physician shall provide the Hospital with notice of each claim filed against the Physician related to the services she is providing hereunder. So long as the New York State law is in effect that continues to provide excess professional liability insurance for physicians affiliated with the Hospital at no cost to the Physician, the Physician must apply for and maintain this layer of excess professional liability insurance which is in the amount of \$1,300,000 single limit/\$3,900,000 general aggregate. WMWW shall submit a copy of its malpractice policy invoice to the Hospital on a quarterly basis. The Hospital shall pay WMWW 67% of the invoice amount which equals the Hospital's pro rata portion of the cost of such malpractice insurance policy attributed to the Physician's duties hereunder.

VII. TERM AND TERMINATION

1. This Agreement shall commence on September 15, 2011 ("Effective Date") and shall continue in effect for one (1) year until September 14, 2012 (the "Initial Term") unless sooner terminated as provided herein. Thereafter, this Agreement shall be automatically renewed by the parties unless a party provides the other party written notice of its intent not to renew at least sixty (60) days prior to the end of the then current term.

2. This Agreement may be terminated at any time upon the mutual agreement of the

parties.

3. This Agreement may be terminated at any time by either party without cause upon ninety (90) days written notice to the other party.

4. This Agreement may be terminated by the Hospital upon notice, at any time for Good Cause, and the Physician's compensation shall cease thereupon. "Good Cause" shall mean:

- a) Termination, curtailment, suspension or non-renewal of the Physician's Medical Staff appointment or privileges at the Hospital or MVH in accordance with the uniformly enforced rules of the Hospital or MVH;
- b) Suspension or revocation of the Physician's license to practice medicine or prescribe medications in the State of New York;
- c) Death of the Physician; or the permanent disability of the Physician causing her to cease practicing medicine as a result of such disability;
- d) The Physician's material failure or breach to comply with any term or provision of this Agreement (other than by reason of disability or Physician's inability to perform by virtue of the Hospital's failure under this Agreement), and such failure continues for ninety (90) days after written notice thereof by the Hospital stating the specific failure or breach;
- e) Imposition on Physician of sanctions by any governmental agency resulting in an exclusion of Physician from participation in Medicare, Medicaid or any governmental reimbursement program;
- f) The Physician's failure to qualify for malpractice insurance coverage;
- g) The Physician becomes addicted to or habitually abuses illegal drugs or alcohol and/or such addiction or habitual abuse materially affects the performance of her duties hereunder;
- h) The Physician is convicted of a felony related to the practice of medicine;
- i) The Physician fails to fulfill the requirements of the Hospital's or MVH's compliance program (including, but not limited to, complying with the Hospital's annual compliance training requirements); or
- j) Other conduct which in the fair and reasonable opinion of the Chief Executive Officer of the Hospital is such as to create a threat to the health, safety, or welfare of patients, demonstrates a failure to carry out the Physician's professional responsibilities hereunder, or is otherwise contrary to the best interest and welfare of the Hospital or its patients.

5. This Agreement may be terminated by Physician, upon notice, at any time for Good Cause. "Good Cause" shall mean:

- a) The loss by the Hospital or MVH of its operating certificate; or

- b) The Hospital's or MVH's material failure to comply with any term or provision of this Agreement, and such failure or breach continues for ninety (90) days after written notice thereof by the Physician stating the specific failure or breach.

VIII. CONFIDENTIALITY

During the term of this Agreement, the Physician shall not disclose to any person (other than to an employee of the Hospital or MVH or other professional performing services for the Hospital or MVH or any other person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Physician of her duties or is otherwise required by law) any confidential information obtained by her while in the employ of the Hospital or MVH with respect to any of the Hospital or MVH finances, contractual arrangements, product designs, inventions, processes, patents, provision of services, or marketing techniques; provided, however, that confidential information shall not include any information known generally to the public or any information of the type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Hospital or MVH or any information disclosed by a third party not bound by a confidentiality agreement with the Hospital or MVH or duty of confidentiality to the Hospital or MVH. The terms of this Article VIII shall survive the termination or expiration of this Agreement.

IX. REPRESENTATIONS

1. The Hospital warrants and represents that (i) it is a not-for-profit corporation duly organized and validly existing pursuant to the laws of the State of New York; (ii) it is licensed as a general hospital pursuant to Article 28 of the Public Health Law; and (iii) it shall comply with all applicable federal, state, and local statutes, rules and regulations.
2. The Physician warrants and represents that (i) she shall maintain membership in good standing on the Hospital's and MVH's Medical Staff with appropriate and requisite privileges in accordance with Hospital and MVH policies and procedures; (ii) she shall perform satisfactorily and to the best of her ability the functions and duties of her position and comply with the Bylaws, Rules and Regulations, policies and procedures of the Hospital and MVH and its Medical Staffs including the Hospital's and MVH's Compliance Program; (iii) she shall comply with all applicable federal, state, and local statutes, rules and regulations; (iv) she is licensed and registered to practice medicine in the State of New York and is board certified in obstetrics and gynecology; (v) she has never been sanctioned under Medicare/Medicaid or any other federal health program; and (v) she shall maintain professional liability insurance coverage in accordance with Article VI of this Agreement.
3. 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.

X. PATIENT MEDICAL RECORDS

1. The Physician shall maintain and file accurate and complete medical records in form and content consistent with Hospital and MVH policies and procedures as established from time to time. The medical records shall at all times remain the property of the Hospital and MVH. The Physician shall have access consistent with Hospital and MVH policies and

procedures established from time to time, but in no event will the Hospital or MVH deny reasonable access for the purposes of patient care, billing, collection, malpractice cases or other services consistent with the Physician fulfilling her duties hereunder. The parties agree to maintain the medical records consistent with Hospital or MVH policies and federal, state and local laws, rules and regulations.

2. The Physician agrees that she shall comply with the statutory requirements concerning the privacy and security of identifiable health information as governed under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any regulations promulgated thereunder and the Physician agrees to execute any and all further documents and/or agreements in furtherance of such requirements. The Physician's obligations under this Article X shall survive any termination of this Agreement for any reason whatsoever.

XI. NON-SOLICITATION

The Physician covenants and agrees that during her employment hereunder, and for a period of one (1) year following the expiration or termination of this Agreement, she shall not, without prior written consent of the Hospital or MVH;

1. recruit, directly any employee of the Hospital or MVH or any affiliate of the Hospital or MVH, or any physician who is a member of the medical staff of the Hospital or MVH or any affiliate of the Hospital or MVH for employment or for independent contractor services, nor engage in such recruitment activity for any party other than the Hospital or MVH, nor advise others as to such recruitment activity; or
2. solicit, directly any referral sources or patients of the Hospital or MVH or any affiliate of the Hospital or MVH or utilize any Hospital or MVH patient records, either clinical or financial, regardless of how these records were obtained or originated, for the purpose of contacting former patients or for any other purpose.

XII. NOTICES

All notices, consents or communications required or permitted hereunder, or otherwise given by one party to the other, shall be in writing and shall be deemed given when received by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or sent by express courier or facsimile to the parties as follows:

To the Hospital and MVH:

Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

Attention: John R. Spicer, President and Chief Executive Officer
cc: John P. Mamangakis, Senior Vice President

To the Physician.

Hye-Eun Kwon, M.D.
100 Stevens Avenue, Suite 601

Mount Vernon, NY 10550

A party may change the persons and addresses to which notices or other communications are to be sent by the methods stated above, provided that notice or such changes shall be effective only upon receipt.

XIII. MISCELLANEOUS

1. This Agreement shall not be changed, modified, or amended except by a writing signed by the parties, and shall not be discharged except by performance in accordance with its terms or by a writing signed by the parties.
2. This Agreement and any Exhibits hereto set forth the entire Agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No party shall be bound by any condition, definition, warranty, or representation other than as expressly provided for in this Agreement.
3. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
5. The headings of the Articles and Sections contained in this Agreement are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.
6. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement and all documents executed pursuant thereto are binding upon and shall inure to the benefit of the parties, their respective successors, and permitted assigns.
7. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of the Agreement.
8. No waiver by either party of any condition or of a breach by the other party of any term or covenant contained in this Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.
9. Both parties shall comply with all applicable state and federal nondiscrimination laws and not discriminate against any patient in the manner or quality of services provided on the basis of age, race, national or ethnic origin, color, gender, sexual orientation, creed, disability, source of payment or type of illness or condition.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation in the Agreement.

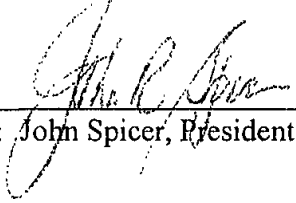
12. Nothing set forth herein constitutes remuneration for the referral of patients between the parties. Neither party is obligated by anything stated in this Agreement to refer patients to the other party.

13. Physician agrees that any employee who provides patient care items or services at the Health System or who performs billing or coding functions for the Health System will comply with the Health System's Compliance Program, including its Conflict of Interest Policy (**Exhibit E**), the general training and training related to the Anti-Kickback Statute, 42U.S.C. §1320a-7(b), and the Stark Law, 42 U.S.C. § 1395nn. Physician and Health System both agree that in the performance of this Agreement, neither party shall violate the Stark Law or the Anti-kickback Statute.

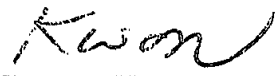
IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Date: _____

By:  _____
John Spicer, President and CEO

Date: _____

 _____
Hye-Eun Kwon, M.D.

**EMPLOYMENT AGREEMENT
MARISE ST. CHARLES, M.D.**

AGREEMENT made on the first day of August 2011 between **SOUND SHORE MEDICAL CENTER OF WESTCHESTER**, with its principal place of business at 16 Guion Place, New Rochelle, New York 10802 (the "Hospital") and **MARISE ST. CHARLES, M.D.**, with an address at 100 Stevens Avenue, Suite 601, Mount Vernon, NY 10550 (the "Physician").

WHEREAS, the Hospital is the operator of an acute care hospital facility in New Rochelle, New York; and

WHEREAS, the Physician is duly licensed to practice medicine in the State of New York; and

WHEREAS, the Hospital desires to secure the Physician's employment by the Hospital as a physician specializing in of Obstetrics and Gynecology and the Physician desires to commit herself to serve as an employee of the Hospital on the terms set forth herein; and

WHEREAS, the Hospital will lease the Physician to The Mount Vernon Hospital ("MVH") pursuant to a separate Leasing Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Hospital and the Physician agree as follows:

I. APPOINTMENT

1. The Hospital shall employ the Physician to render educational, administrative and professional medical services in the specialty of Obstetrics and Gynecology ("OB/GYN") for the patients of the Hospital and MVH upon the terms and conditions set forth herein and pursuant to the Leasing Agreement.

2. The Physician shall maintain such standards and meet such requirements as will, at all times, enable the Hospital and MVH to maintain full accreditation by the Joint Commission; continuation of the Hospital's and MVH's licensure and operating certificate; compliance with the standards of the American Medical Association and the American Hospital Association all as they apply to the department; and approval, accreditation and certification by applicable reviewing or certifying boards and/or agencies in connection with such post-graduate training programs as are or may be adopted by the Hospital.

3. The Physician shall directly report to the Director of Obstetrics and Gynecology of the Hospital.

4. The Physician shall maintain employment with Women's Medical Wellness of Westchester ("WMWW") and may conduct a private medical practice so long as Physician's duties and responsibilities with WMWW do not interfere with her duties and responsibilities to the Hospital as specifically set forth herein.

II. DUTIES AND RESPONSIBILITIES

1. The Physician shall provide patient care services, in the specialty of OB/GYN, to clinic patients, emergency room patients and inpatients at MVH who do not otherwise have their own OB/GYN physician ("Patients"). The Physician shall provide (a) clinic coverage; (b) on-call OB/GYN coverage (as discussed further below); (c) inpatient and outpatient OB/GYN services (*i.e.*, surgical procedures) to Patients as needed; (d) inpatient and outpatient OB/GYN consultations to Patients as requested; and (e) deliveries for Patients at the Hospital ((a) – (e) together referred to as "Professional Services"). The Professional Services shall be provided at MVH, MVH clinic or at the Hospital. (All of which taken together constitute the Sound Shore Health System ("Health System").)
2. The Physician shall participate in an on-call schedule to ensure uninterrupted service to all Patients. The Physician shall provide OB/GYN on-call coverage for the MVH's emergency room and clinic pursuant to a call schedule in rotation with other members of the OB/GYN staff or as the call schedule allows. On-call coverage shall mean (a) carrying a beeper; (b) being available by telephone within ten (10) minutes of receipt of a beeper transmission and being on site, if necessary, in the emergency room or clinic for professional medical care within thirty (30) minutes of being called by the emergency room or clinic and (c) being available on a timely basis to provide inpatient care services to all Patients admitted from the emergency room or clinic for acute care services who are assigned to OB/GYN service thereafter, including all medically necessary and customary post admission care attendant to the treatment rendered. It is understood that the Physician shall provide continuing professional medical care as appropriate to all MVH Patients that are admitted to OB/GYN service while on-call.
3. Within the framework of the objectives, policies, and programs as are established from time to time by the Hospital, the Physician's additional duties and responsibilities shall include those set forth on **Exhibit A** ("Position Description") which is made a part of this Agreement. The Physician shall spend 30 hours per week in fulfilling her duties and responsibilities as set forth in the Position Description.
4. The Physician shall complete the **Physician Time Log**, in the form annexed as **Exhibit B** and incorporated herein by reference, on a monthly basis and submit such Physician Time Logs to the Senior Vice President, Operations by the 10th day of the month documenting time spent on specific activities the previous month. In the event that the Senior Vice President, Operations has questions regarding the Physician Time Log, a meeting shall be held with the Physician to resolve such questions within ten (10) days of receipt of the Physician Time Log.
5. The Physician shall complete and submit the **Physician Time Card**, in the form annexed as **Exhibit C** and incorporated herein by reference, on a biweekly basis, on Fridays, to the Senior Vice President, Operations documenting time spent the previous two weeks.
6. The Physician agrees to notify the Hospital's Compliance Officer immediately if (i) the Physician is notified that she is under investigation by any government enforcement agency in connection with any alleged or suspected fraud or illegal billing practices arising out of any activity whatsoever, or any services provided under Medicare, Medicaid, any other government payment programs for medical services, or any other third party payment program for health care services; or (ii) the Physician is notified that she is subject to any New York State disciplinary actions.

7. The Physician shall maintain active medical staff privileges at the Hospital and at MVH and shall comply with the Bylaws of the medical staffs and the rules and regulations promulgated pursuant thereto.

8. The Hospital (or MVH) shall exclusively provide billing and collection functions for all professional services provided by the Physician for Patients seen by the Physician in the Hospital's or MVH's emergency room, clinics, outpatient and inpatient facilities. All fees and collection policies shall be determined by the Hospital (or MVH). Any fee collected by the Physician for professional services rendered to Hospital Patients shall be immediately turned over to the Hospital. The Physician authorizes the Hospital (or MVH) to accept, or refuse to accept, on behalf of the Physician, any assignment of insurance benefits from any Patient receiving professional services from the Physician pursuant to this Agreement. This Agreement shall constitute an assignment by the Physician to the Hospital (or MVH) of all funds owing or collected for professional services rendered by Physician to Patients pursuant to the Agreement, and the Physician shall take all additional steps reasonably requested by the Hospital to assist in the billing and collection of funds due for such services. All funds collected with respect to such services shall be the exclusive property of the Hospital (or MVH).

Notwithstanding anything set forth herein to the contrary, the parties acknowledge and agree that the Physician is permitted to provide professional services to private practice patients. The billing and collection and all other matters relating to private practice patients shall be provided by the Physician.

III. FACILITIES AND STAFF

The Hospital (or MVH) shall provide such administrative/clerical personnel, technical personnel, facilities, office and conference space, equipment, supplies, public relations and marketing support as is reasonably necessary and appropriate for the Physician to fulfill her duties and responsibilities hereunder.

IV. COMPENSATION, BENEFITS AND EXPENSES

1. In consideration of the duties and responsibilities being provided by the Physician to the Hospital pursuant to this Agreement and contingent upon the Physician fulfilling the time requirements set forth in Article II, Section 3:

The Hospital shall pay the Physician an annual salary of \$150,000 for all Professional Services ("Professional Services Salary") rendered during the term of this Agreement in bi-weekly installments, in accordance with the Hospital's regular payroll practices.

As a precondition to payment of the Professional Services Salary, the Senior Vice President, Operations must be in receipt of the biweekly Physician Time Card and the most recently completed monthly Physician Time Log. In the event that the Physician does not comply with the time requirements (as evidenced by the Physician Time Logs and Time Cards) her compensation shall be adjusted for the actual time worked.

2. The Physician also will receive such "fringe" benefits as are afforded to similarly

situated employed physicians at the Hospital pursuant to Hospital policies, as amended or revised from time to time by the Hospital in its sole discretion. The current benefit policy is attached as **Exhibit D**. Unused Paid Time Off shall not carry over to subsequent years. In the event that this Agreement is terminated pursuant to Section (VII) below, all unused Paid Time Off shall be forfeited. Further, the Hospital shall reimburse the Physician for costs associated with continuing education and travel, which has been approved by Hospital in advance, up to \$2,000 annually upon Physician's submission of documentation substantiating that such expenses were incurred.

V. INVENTIONS AND PATENTS

Inventions, discoveries, improvements or patents which are legally protected and substantially developed by the Physician during her employment by the Hospital (i) primarily using Hospital or MVH facilities, staff or resources; or (ii) pursuant to a Hospital or MVH venture or a Hospital or MVH sponsored research program shall inure to the mutual benefit of the Physician and the Hospital on a 50/50 basis. The Hospital shall have no right or interest in any inventions, discoveries, improvements or patents which are legally protected and were substantially developed by the Physician prior to or after the date of the Physician's employment or which do not meet the conditions contained in (i) and (ii) above.

VI. PROFESSIONAL LIABILITY COVERAGE

WMWW shall provide the Physician with professional liability insurance in the minimum amount of \$1,300,000 single limit, \$3,900,000 general aggregate which shall cover her duties for the Hospital hereunder and her duties for her private medical practice. If such coverage is on a claims-made basis, Physician shall if necessary obtain tail coverage upon the expiration or termination of this Agreement. The Physician shall use her best efforts to have her insurance carrier furnish the Hospital proof that the Hospital shall receive at least ten (10) days written notice prior to the effective date of any reduction, cancellation or termination of insurance. The Physician shall provide the Hospital with notice of each claim filed against the Physician related to the services she is providing hereunder. So long as the New York State law is in effect that continues to provide excess professional liability insurance for physicians affiliated with the Hospital at no cost to the Physician, the Physician must apply for and maintain this layer of excess professional liability insurance which is in the amount of \$1,300,000 single limit/\$3,900,000 general aggregate. WMWW shall submit a copy of its malpractice policy invoice to the Hospital on a quarterly basis. The Hospital shall pay WMWW 67% of the invoice amount which equals the Hospital's pro rata portion of the cost of such malpractice insurance policy attributed to the Physician's duties hereunder.

VII. TERM AND TERMINATION

1. This Agreement shall commence on August 1, 2011 ("Effective Date") and shall continue in effect for one (1) year until July 31, 2012 (the "Initial Term") unless sooner terminated as provided herein. Thereafter, this Agreement shall be automatically renewed by the parties unless a party provides the other party written notice of its intent not to renew at least sixty (60) days prior to the end of the then current term.

2. This Agreement may be terminated at any time upon the mutual agreement of the parties.

3. This Agreement may be terminated at any time by either party without cause upon ninety (90) days written notice to the other party.
4. This Agreement may be terminated by the Hospital upon notice, at any time for Good Cause, and the Physician's compensation shall cease thereupon. "Good Cause" shall mean:
- a) Termination, curtailment, suspension or non-renewal of the Physician's Medical Staff appointment or privileges at the Hospital or MVH in accordance with the uniformly enforced rules of the Hospital or MVH;
 - b) Suspension or revocation of the Physician's license to practice medicine or prescribe medications in the State of New York;
 - c) Death of the Physician; or the permanent disability of the Physician causing her to cease practicing medicine as a result of such disability;
 - d) The Physician's material failure or breach to comply with any term or provision of this Agreement (other than by reason of disability or Physician's inability to perform by virtue of the Hospital's failure under this Agreement), and such failure continues for ninety (90) days after written notice thereof by the Hospital stating the specific failure or breach;
 - e) Imposition on Physician of sanctions by any governmental agency resulting in an exclusion of Physician from participation in Medicare, Medicaid or any governmental reimbursement program;
 - f) The Physician's failure to qualify for malpractice insurance coverage;
 - g) The Physician becomes addicted to or habitually abuses illegal drugs or alcohol and/or such addiction or habitual abuse materially affects the performance of her duties hereunder;
 - h) The Physician is convicted of a felony related to the practice of medicine;
 - i) The Physician fails to fulfill the requirements of the Hospital's or MVH's compliance program (including, but not limited to, complying with the Hospital's annual compliance training requirements); or
 - j) Other conduct which in the fair and reasonable opinion of the Chief Executive Officer of the Hospital is such as to create a threat to the health, safety, or welfare of patients, demonstrates a failure to carry out the Physician's professional responsibilities hereunder, or is otherwise contrary to the best interest and welfare of the Hospital or its patients.
5. This Agreement may be terminated by Physician, upon notice, at any time for Good Cause. "Good Cause" shall mean:
- a) The loss by the Hospital or MVH of its operating certificate; or
 - b) The Hospital's or MVH's material failure to comply with any term or provision

of this Agreement, and such failure or breach continues for ninety (90) days after written notice thereof by the Physician stating the specific failure or breach.

VIII. CONFIDENTIALITY

During the term of this Agreement, the Physician shall not disclose to any person (other than to an employee of the Hospital or MVH or other professional performing services for the Hospital or MVH or any other person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Physician of her duties or is otherwise required by law) any confidential information obtained by her while in the employ of the Hospital or MVH with respect to any of the Hospital or MVH finances, contractual arrangements, product designs, inventions, processes, patents, provision of services, or marketing techniques; provided, however, that confidential information shall not include any information known generally to the public or any information of the type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Hospital or MVH or any information disclosed by a third party not bound by a confidentiality agreement with the Hospital or MVH or duty of confidentiality to the Hospital or MVH. The terms of this Article VIII shall survive the termination or expiration of this Agreement.

IX. REPRESENTATIONS

1. The Hospital warrants and represents that (i) it is a not-for-profit corporation duly organized and validly existing pursuant to the laws of the State of New York; (ii) it is licensed as a general hospital pursuant to Article 28 of the Public Health Law; and (iii) it shall comply with all applicable federal, state, and local statutes, rules and regulations.
2. The Physician warrants and represents that (i) she shall maintain membership in good standing on the Hospital's and MVH's Medical Staffs with appropriate and requisite privileges in accordance with Hospital and MVH policies and procedures; (ii) she shall perform satisfactorily and to the best of her ability the functions and duties of her position and comply with the Bylaws, Rules and Regulations, policies and procedures of the Hospital and MVH and its Medical Staffs including the Hospital's and MVH's Compliance Program; (iii) she shall comply with all applicable federal, state, and local statutes, rules and regulations; (iv) she is licensed and registered to practice medicine in the State of New York and is board certified in obstetrics and gynecology; (v) she has never been sanctioned under Medicare/Medicaid or any other federal health program; and (v) she shall maintain professional liability insurance coverage in accordance with Article VI of this Agreement.
3. 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.

X. PATIENT MEDICAL RECORDS

1. The Physician shall maintain and file accurate and complete medical records in form and content consistent with Hospital and MVH policies and procedures as established from time to time. The medical records shall at all times remain the property of the Hospital and MVH. The Physician shall have access consistent with Hospital and MVH policies and procedures established from time to time, but in no event will the Hospital or MVH deny reasonable access for the purposes of patient care, billing, collection, malpractice cases or other

services consistent with the Physician fulfilling her duties hereunder. The parties agree to maintain the medical records consistent with Hospital and MVH policies and federal, state and local laws, rules and regulations.

2. The Physician agrees that she shall comply with the statutory requirements concerning the privacy and security of identifiable health information as governed under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any regulations promulgated thereunder and the Physician agrees to execute any and all further documents and/or agreements in furtherance of such requirements. The Physician's obligations under this Article X shall survive any termination of this Agreement for any reason whatsoever.

XI. NON-SOLICITATION

The Physician covenants and agrees that during her employment hereunder, and for a period of one (1) year following the expiration or termination of this Agreement, she shall not, without prior written consent of the Hospital or MVH;

1. recruit, directly any employee of the Hospital or MVH or any affiliate of the Hospital or MVH, or any physician who is a member of the medical staff of the Hospital or MVH or any affiliate of the Hospital or MVH for employment or for independent contractor services, nor engage in such recruitment activity for any party other than the Hospital or MVH, nor advise others as to such recruitment activity; or
2. solicit, directly any referral sources or patients of the Hospital or MVH or any affiliate of the Hospital or MVH or utilize any Hospital or MVH patient records, either clinical or financial, regardless of how these records were obtained or originated, for the purpose of contacting former patients or for any other purpose.

XII. NOTICES

All notices, consents or communications required or permitted hereunder, or otherwise given by one party to the other, shall be in writing and shall be deemed given when received by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or sent by express courier or facsimile to the parties as follows:

To the Hospital and MVH:

Sound Shore Medical Center of Westchester
16 Guion Place,
New Rochelle, New York 10802

Attention: John R. Spicer, President and Chief Executive Officer
cc: John P. Mamangakis, Senior Vice President

To the Physician.

Marise St. Charles, M.D.
100 Stevens Avenue, Suite 601
Mount Vernon, NY 10550

A party may change the persons and addresses to which notices or other communications are to be sent by the methods stated above, provided that notice or such changes shall be effective only upon receipt.

XIII. MISCELLANEOUS

1. This Agreement shall not be changed, modified, or amended except by a writing signed by the parties, and shall not be discharged except by performance in accordance with its terms or by a writing signed by the parties.
2. This Agreement and any Exhibits hereto set forth the entire Agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No party shall be bound by any condition, definition, warranty, or representation other than as expressly provided for in this Agreement.
3. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
5. The headings of the Articles and Sections contained in this Agreement are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.
6. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement and all documents executed pursuant thereto are binding upon and shall inure to the benefit of the parties, their respective successors, and permitted assigns.
7. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of the Agreement.
8. No waiver by either party of any condition or of a breach by the other party of any term or covenant contained in this Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.
9. Both parties shall comply with all applicable state and federal nondiscrimination laws and not discriminate against any patient in the manner or quality of services provided on the basis of age, race, national or ethnic origin, color, gender, sexual orientation, creed, disability, source of payment or type of illness or condition.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation in the Agreement.

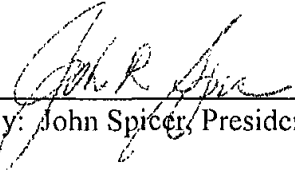
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13. Physician agrees that any employee who provides patient care items or services at the Health System or who performs billing or coding functions for the Health System will comply with the Health System's Compliance Program, including its Conflict of Interest Policy (**Exhibit E**), the general training and training related to the Anti-Kickback Statute, 42U.S.C. §1320a-7(b), and the Stark Law, 42 U.S.C. § 1395nn. Physician and Health System both agree that in the performance of this Agreement, neither party shall violate the Stark Law or the Anti-kickback Statute.

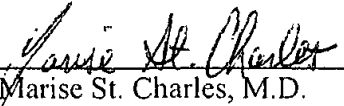
IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Date: _____


By: John Spicer, President and CEO

Date: 8/30/2011


Marise St. Charles, M.D.

From: (631) 470-5000
Attn: Arturo D. Tavaréz
Case Adm./ECF Trainer
US Bankruptcy Court, SDNY
300 Quarropas Street
WHITE PLAINS, NY 10601

Origin ID: NESA



J13111302120326

Ship Date: 10JUL13
ActWgt: 1.0 LB
CAD: 100098143/INET3370

Delivery Address Bar Code



SHIP TO: (631) 470-5000

BILL THIRD PARTY

Attn: Bankruptcy Dept.
c/o GCG, Inc.
5151 Blazer Parkway
Suite A
DUBLIN, OH 43017

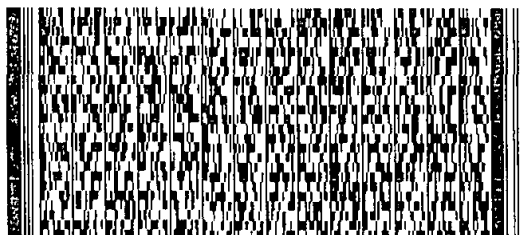
Ref # -SSM-

RMA #:
Return Reason:

RETURNS MON-FRI
STANDARD OVERNIGHT

TRK# 7961 9386 3377
0221

43017
OH-US



516G1AA0493AB

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 Service Guide. 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): ☒ Sound Shore Medical Center of Westchester ☐ Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center		Case No. 13-22840 13-22841 13-22842		Name of Debtor (Check Only One): ☐ The M.V.H. Corporation ☒ Sound Shore Health System, Inc. ☐ NRHMC Services Corporation ☐ New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) 24DOC		☐ 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: 7455 Veterans Mem Hw 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 ☐ Money loaned ☒ Services performed ☐ Taxes ☐ Personal Injury/Wrongful Death ☐ Retiree Benefits as Defined in 11 U.S.C. § 1114(a) ☐ Wages (Dates) _____ ☐ Other (Specify): _____				
2. DATE DEBT WAS INCURRED (IF KNOWN):				
3. DESCRIPTION OF CLAIM (IF KNOWN):				
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 219.26 (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.				THIS SPACE IS FOR COURT USE ONLY
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.				
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 Robbins Title: operations mgr Company: 24doc.com Address and telephone number (if different from notice address above): _____ Telephone number: 631-273-1963 email: Lisa@24doc.com (Signature) Lisa Robbins (Date) Jan 21				

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.

FD-ED - 01279

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ROBERT D. DRAIN

(631)273-1963
billing@zydoc.com

Invoice

Date	Invoice No
10/31/2013	14594
Terms	Due Date
Net 30	11/30/2013

Bill To

Sound Shore Surgical Assoc.
% of NRMSPC
16 Guion Place
New Rochelle, NY 10802

Amount Due	Enclosed
\$219.26	

Please detach top portion and return with your payment

Service Period
oct

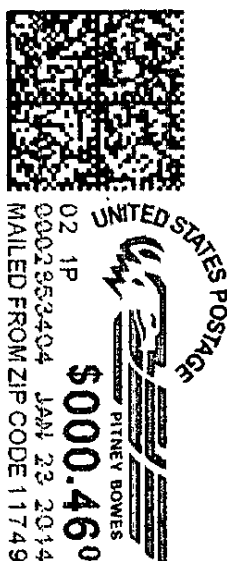
Date	Service	Activity	Amount
10/31/2013	Services	1,279 @ \$0.14	179.06
10/31/2013	ZyFax	faxes, 201 @ \$0.20	40.20

Direct bank deposit or credit card billing is available at no additional charge. Call your Sales representative at 631-273-1963 for upgrading your service.

Effective January 1, 2013, accounts 30 Days past due will incur a monthly late charge fee. Either \$25.00 or 1.5% of the past due balance.

	Total	\$219.20

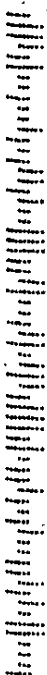
2700C MEDICAL TRANSCRIPTION
1458 VETERANS HIGHWAY
MALDEN, NEW YORK 11788



Sand Shore Medical of Washedn
c/o GCG INC
P O Box 9982

Dublin, MD 43007-5982

430075982



**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 SEVENTH 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 expunging, and/or disallowing each of the proofs of claim listed on Exhibit A attached hereto, on the basis that they were satisfied; the Court having reviewed the Seventh 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 Seventh Objection; and the Sixth 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 Seventh Objection is in the best interest of the Debtors' estate, creditors and other parties in interest; and it appearing that sufficient notice of the Seventh Objection has been given, and the Court having determined that the legal and factual basis set forth in the Seventh Objection establish cause for the relief granted herein; and after due

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion

deliberation and consideration of the Motion having been had; and it appearing that good and sufficient cause exists for granting the Seventh Objection, it is hereby

ORDERED, that the relief requested in the Seventh 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 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 al¹,

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 SEVENTH 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 SEVENTH OMNIBUS
OBJECTION TO CLAIMS THAT ARE SATISFIED**

PLEASE TAKE NOTICE, that a hearing on the annexed Seventh Omnibus Objection to Claims, dated June 30, 2015 (the "Seventh 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 heard seeking the relief set forth on Exhibit A to the Seventh Omnibus Objection.

ALL PARTIES RECEIVING THIS NOTICE SHOULD REVIEW THE SEVENTH 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 .

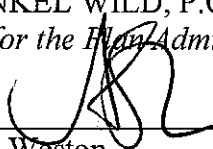
PLEASE TAKE FURTHER NOTICE that responses if any, to the proposed Seventh Omnibus Objection (the "Responses") shall be made in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the Southern District of New York, shall state with particularity the grounds upon which 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 Seventh 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 Seventh 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 Seventh Omnibus Objection may be adjourned without further notice except as 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 Plaintiff Administrator and Estate

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