

KLESTADT & WINTERS, LLP
John E. Jureller, Jr.
570 Seventh Avenue, 17th Floor
New York, New York 10018
Tel. (212) 972-3000

Objection Deadline: November 4, 2013
at 4:00 p.m.

Attorneys for Med One Capital Funding, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 11

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

Case No. 13-22840 (RDD)
(Jointly Administered)

Debtors.

-----X

**MED ONE CAPITAL FUNDING, LLC'S
LIMITED OBJECTION TO NOTICE OF REJECTION OF
CERTAIN EXECUTORY CONTRACTS UNDER SALE ORDER**

Med One Capital Funding, LLC ("Med One"), by its attorneys, Klestadt & Winters, LLP, hereby submits its limited objection ("Objection") to the Debtors' Notice of Filing Schedule of Executory Contracts and Unexpired Leases to be Assumed and Assigned or to be Rejected Pursuant to the Sale Order (the "Notice"), and states as follows:

1. By their Notice, the Debtors, and in this particular instance Sound Shore Medical Center of Westchester ("SSMC"), seek to provide notice that they will be rejecting certain purported executory contracts between SSMC, on the one hand, and Med One, on the other hand, with respect to or in furtherance of the Sale¹ of certain of its assets to the Buyers. Specifically, SSMC provides notice of its rejection of the following: (a) a lease for 9 Aespire Anesthesia Machines and (b) a lease-equipment lease for Puritan Bennet Ventilation Systems (collectively as the "Rejected Leases").

¹ Capitalized not otherwise defined herein shall have the meanings ascribed to them in the Notice.

2. By this Objection, Med One seeks to clarify the respective parties's rights and interests under the two Rejected Leases, and reserve all rights thereunder.

I. Anesthesia Equipment Lease:

3. By agreement dated November 27, 2006, Med One and SSMC agreed to the terms for the 60 month lease of (a) four (4) S/5 Aespire Anesthesia Machines & Cardiocaps and (b) five (5) Aespire 7100 Anesthesia Machines (collectively as the "Anesthesia Equipment")("Anesthesia Equipment Lease"). A copy of the Anesthesia Equipment Lease is annexed hereto as **Exhibit A**. The Anesthesia Equipment Lease was to set to expire by its terms on June 28, 2012.

4. As a result of the default of SSMC under Anesthesia Equipment Lease, Med One commenced an action against SSMC in the Third Judicial District Court of Salt Lake County, Salt Lake City Department, State of Utah ("Utah Court"), under Case No. 080900623, and obtained a judgment against SSMC (the "Utah Judgment") in the sum of \$341,395.25, plus interest at the legal or contract rate, plus costs and attorneys' fees. Thereafter, on or about April 15, 2008, Med One commenced an action in New York state court seeking domestication of the Utah Judgment in New York State.

5. The parties thereafter entered into the Supplemental Agreement dated as of June 20, 2008, which provided for the payment of and continued lease of the Anesthesia Equipment. A copy of the Supplemental Agreement is annexed hereto as **Exhibit B**.

6. As a result of further default by SSMC, the parties entered into the Second Supplemental Agreement dated as of April 13, 2009 (collectively with Supplemental Agreement and Anesthesia Equipment Lease as the "Anesthesia Equipment Agreements"), again providing

for payment of and continued lease of the Anesthesia Equipment. A copy of the Second Supplemental Agreement is annexed hereto as **Exhibit C**.

7. By notices dated January 5, 2011, April 27, 2011, November 17, 2011, July 17, 2012, and February 26, 2013 (“Default Notices”), as well as correspondence between the parties thereafter, Med One provided notice to SSMC of its default under the terms of the Equipment Agreements as a result of its failure to make payment under the agreed terms thereof. Copies of the Default Notices are annexed hereto collectively as **Exhibit D**.

8. There is a current and final balance due to Med One under the Anesthesia Equipment Agreements in the sum of \$44,722 (the “Outstanding Balance”). A copy of the Account History Report is annexed hereto as **Exhibit E**.

9. Pursuant to the terms of the Anesthesia Equipment Agreements, Med One is the sole owner of the Anesthesia Equipment and SSMC has no interest in the Equipment. In addition to demand for payment of the Outstanding Balance, Med One has the right to immediate possession of the Equipment upon default of SSMC. Further, as a result of the default, SSMC has waived any right to purchase the Equipment.

10. Prior to the bankruptcy filing, Med One had made demand for turnover of the Anesthesia Equipment pursuant to the terms of the Anesthesia Equipment Agreement; however, SSMC indicated that the Anesthesia Equipment was necessary for its surgical operating room. As a result, and while reserving all rights under the Anesthesia Equipment Agreements, Med One continued in good faith its discussions with SSMC regarding the possible continued lease of the Anesthesia Equipment including until such time as the equipment could be replaced.

11. However, SSMC filed for chapter 11 bankruptcy protection before the parties had reached any further agreement with respect to the Anesthesia Equipment.

12. As a result of the foregoing, Med One holds right, title and ownership interest to the Anesthesia Equipment. Further, the Anesthesia Equipment Lease, as supplemented by the Supplemental Agreement and Second Supplemental Agreement, expired on its terms on June 28, 2012.

13. As a result of the foregoing, SSMC has no right to reject, or otherwise assume and assign for that matter, the Anesthesia Equipment Agreements.

14. Because there seemed to be some confusion in the Notice (as set forth below), and as a result of the Debtors not yet filing the list of assets being sold to Buyer, Med One hereby files this limited objection to the Notice and to expressly reserve all rights hereunder.

15. To the extent the Anesthesia Equipment Agreements are deemed rejected, Med One requests the immediate return of the Anesthesia Equipment from SSMC.

16. Med One has filed a proof of claim for outstanding balance due under the Anesthesia Equipment Agreements. A copy of the proof of claim is annexed hereto as **Exhibit F**.

II. Ventilator Equipment:

17. On or about May 26, 2005, Med One and SSMC entered into a lease agreement for the use of twelve (12) Puritan Bennett 840 Ventilation Systems (also known as Puritan Bennett 840 Critical Care Life Support Ventilators)(the “Ventilator Equipment”)(the “Ventilator Equipment Lease”). The Ventilator Equipment Lease was incorporated into the Supplemental Agreement and Second Supplemental Agreement as well as certain of the aforementioned Default Notices.

18. Pursuant to agreement of the parties, SSMC paid the balance due under the Ventilator Equipment Leases, and thereafter ownership and title to the Ventilator Equipment was transferred to SSMC.

19. As a result, the Ventilator Equipment Lease was terminated well before the bankruptcy filings, and there is no executory contract to reject (or assume or assign for that matter).

WHEREFORE, Med One respectfully requests that the Court such relief as it deems just and proper consistent with this Objection.

Dated: New York, New York
November 4, 2013

/s/ John E. Jureller, Jr.
John E. Jureller, Jr.

12/29/2006 10:12 FAX 19146322

SSMC-PURCHASING

002

Med One Capital Funding LLC*In behalf of Med One Capital Funding - New York, L.P.*

10712 South 1300 East

Sandy, Utah 84094

(800) 248-5882 ph

(800) 468-5528 fax

**Proposal And Agreement To Rent Equipment:**

Customer:	Sound Shore Med Ctr of Westchester	Date:	27-Nov-06
Address:	16 Gulon Place New Rochelle, NY 10801	Vendor:	GE Healthcare
Contact:	Larry Minowitz, MD	Division:	Datex Ohmeda
Title:	Director of Anesthesia	Rep:	Thomas Herbert
Phone:	(914) 632-5000	Phone:	(800) 345-2700
Email:		Email:	Thomas.Herbert@ge.com

Equipment:

Quantity	Description of Equipment
5	S/S Aespire Anesthesia Machine & Cardiocap /5 (GE quote # Q174172)
4	Aespire 7100 Anesthesia Machine (GE quote # Q174169)

Rental Pricing:

Rental Term - Months	60
Total Monthly Rental	\$5,965.00
End Of Term Purchase	\$1.00

Terms & Conditions:

- 1.) The above pricing does not include and Customer shall be responsible for the cost of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, or taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.
- 2.) Customer is responsible for any loss or damage to the Equipment while it is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding LLC (Med One). The Equipment is and shall remain the sole property of Med One and Customer shall have no interest in the Equipment except the right to use and maintain possession during the rental.
- 3.) Customer has selected the Equipment to perform its intended function. Customer hereby agrees to indemnify Med One and hold it harmless from any claims, liabilities, or damages which may arise through the use of the Equipment.

CONTINUED ON PAGE 2

12/29/2006 10:12 FAX 19146322

SSMC-PURCHASING

003

4.) Customer agrees that it will pay the rental payment reflected above to Med One no later than the 15th of each month during the rental term - beginning with the month that the Equipment is delivered. Prompt payment of rental is not contingent on any factor other than Customer's possession or control of the Equipment. Past due rental is subject to a 5% late fee. Notwithstanding anything to the contrary in Customer's purchase order, Customer may not terminate their duty to pay the rental payments during the entire term reflected above without Med One's prior written consent. If Customer fails to make payments as scheduled or otherwise breaches the terms of this Agreement, Med One shall be entitled to all available legal and equitable remedies including without limitation all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse Med One for all costs incurred to enforce this Agreement including reimbursement for Med One's reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One under this Agreement or the applicable version of the UCC, Med One shall also be entitled to demand and receive all accrued and unpaid payments and all accelerated payments remaining under the rental term whether or not this Agreement is terminated. Customer's rights to purchase Equipment will be forfeited if payments are not paid timely as herein agreed.

5.) This Agreement is presented subject to review and approval of credit and financial information pertaining to Customer and receipt of Customer's purchase order issued for the term and rental reflected in the pricing section above. Customer's purchase order shall be issued to:

Med One Capital Funding LLC
10712 South 1300 East
Sandy, Utah 84094

Customer agrees to promptly sign and return the "Notice Of Equipment Acceptance" form which will be provided by Med One. Customer hereby acknowledges the right of Med One to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

6.) This Agreement must be signed and returned to Med One no later than 30 days from the proposal date, after which time, the pricing commitment will expire.

Robb Stevens27-Nov-06Med One Capital Funding LLC

Date

We hereby acknowledge, accept and agree to the terms of this Agreement
and have issued our Purchase Order Number:

NR135425

Purchase Order Number

DAN VALLARRO

Print Name

Buyer

Title

D Vallarro

Signature

Buyer12/21/06

Date

RECEIVED

AUG 22 2007

10712 South 1300 East
Sandy, Utah 84094
(800) 248-5882
Fax (801) 566-7049



Notice of Equipment Acceptance

1000051.2

Customer: Sound Shore Medical Center of Westchester	Date Sent: 6/18/2007
Address: 16 Gulon Place, New Rochelle, NY 108	Account: CMS000458
Phone: (914) 632-5000	Prepared by: Sandy Green
	Phone: (801) 566-6433

Equipment Location: Same

Description of Equipment:

Quantity	Equipment Description
4	S/S Aespire 7100 Anesthesia Machine & Cardiocap 5 -
5	Aespire 7100 Anesthesia Machine -

Terms and Conditions:

The Equipment referred to above was received by us on this date and was inspected by us and found to be in good order, condition and repair and is irrevocably accepted by us.

Title to the Equipment shall at all times remain with Med One Capital Funding LLC. If we fail to make a required rental payment under this agreement, you (or your assignee) shall have the right to immediate repossession of the Equipment. Med One Capital Funding LLC may file a UCC-1 statement to provide notification of its ownership of the Equipment. We hereby grant to Med One Capital Funding LLC power of attorney to sign and file a UCC-1 with the appropriate agency. We accept responsibility for any loss of or damage to the Equipment as well as responsibility for any taxes, which may be assessed against this Equipment.

USER: Sound Shore Medical Center of Westchester

Print Name

Nick D'Addesio

Title VP operations

Signature

Nick D'Addesio

Date 8/23/07

Please sign and fax to Sandy Green at Fax (801) 566-7049

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT ("Agreement"), dated as of June __, 2008, by and among (i) SOUND SHORE MEDICAL CENTER OF WESTCHESTER ("SSMC"), (ii) THE MOUNT VERNON HOSPITAL ("MVH", collectively with SSMC as "LESSEES"), and (iii) MED ONE CAPITAL FUNDING, LLC ("MED ONE") (Med One and Lessees collectively as the "PARTIES").

W I T N E S S E T H:

WHEREAS, On or about May 26, 2005, SSMC entered into a written agreement ("Agreement No. 1") through which SSMC agreed to make eighteen (18) monthly rental payments of \$12,300.00 each to Med One, beginning August 2005, solely for SSMC's use and enjoyment of certain medical equipment, namely twelve (12) Puritan Bennett 840 Ventilation Systems (also known as Puritan Bennett 840 Critical Care Life Support Ventilators) (the "Agreement No. 1 Equipment") during the rental term, with all ownership interest still residing in Med One; and

WHEREAS, At the expiration of the initial eighteen (18) month term of Agreement No. 1, SSMC chose, among several alternatives under the express terms of Agreement No. 1, to continue leasing the Agreement No. 1 Equipment at the existing rate of \$12,300.00 per month; and

WHEREAS, SSMC is in default under Agreement No. 1 based upon its failure to make required payments under the terms and conditions of Agreement No. 1; and

WHEREAS, On or about November 27, 2006, SSMC entered into an agreement ("Agreement No. 2") through which SSMC agreed, among other things, to make sixty (60) monthly rental payments of \$5,965.00 each to Med One, beginning August 2007, solely for SSMC's use and enjoyment of certain medical equipment, namely (i) four (4) S/5 Aespire Anesthesia Machines & Cardiocaps and (ii) Five (5) Aespire 7100 Anesthesia Machines (collectively as the "Agreement No. 2 Equipment") during the rental term, with all ownership interest still residing in Med One; and

WHEREAS, SSMC is in default under Agreement No. 2 based upon its failure to make required payments under the terms and conditions of Agreement No. 2; and

WHEREAS, on or about January 11, 2008, Med One commenced an action against SSMC in the Third Judicial District Court of Salt Lake County, Salt Lake City Department, State of Utah ("Utah Court"), under Case No. 080900623, as a result of SSMC's default under Agreement No. 1 and Agreement No. 2; and

WHEREAS, on or about March 4, 2008, a default judgment ("Utah Judgment") was entered in favor of Med One as against SSMC by the Utah Court, as follows: (i) a money judgment against SSMC in the amount of \$65,002.24, plus interest at the legal or contract rate, plus costs and attorneys' fees, on Med One's First Cause of Action for breach of Agreement No. 1; (ii) a money judgment against SSMC in the sum of \$341,395.25, plus interest at the legal or contract rate, plus costs and attorneys' fees, on Med One's Second Cause of Action for breach of Agreement No. 2; (iii) a money judgment for reimbursement of Med One's attorneys' fees and costs incurred in the amount of \$6,079.21 incurred in this matter; and (iv) a judgment for Med One's post-judgment collection costs including, without limitation, reasonable attorneys' fees and costs; and

WHEREAS, on or about April 15, 2008, Med One commenced certain actions in the Supreme Court of the State of New York, County of Westchester ("NY Court"), seeking (i) a motion for summary judgment domesticating the Utah Judgment in New York State (Index No. 8290/08) and (ii) replevin of the Agreement No. 1 Equipment and Agreement No. 2 Equipment (Index No. 8175/08); and

WHEREAS, in addition to Agreement No. 1 and Agreement No. 2, Med One and MVH have entered into a certain agreement ("MVH Agreement", collectively with Agreement No. 1 and Agreement No. 2 as "Med One Equipment Agreements") related to the certain equipment, namely Space Labs Telemetry Monitors ("MVH Equipment"), through which MVH agreed to make forty-eight (48) monthly rental payments of \$4,260.00 each to Med One, beginning March 30, 2005, solely for MVH's use and enjoyment of the MVH Equipment during the rental term, and pursuant to which agreement MVH is currently in arrears in payment in the sum of \$31,311, with \$8,946 of such arrears more than 90 days outstanding; and

WHEREAS, the Lessees, along with their affiliate, Howe Avenue Nursing Home, Inc., have been negotiating with their creditors, including Med One, to resolve and satisfy their outstanding debts, including those debts more than 90 days outstanding (defined in the Settlement Agreement (see below) as "Settled Amounts"); and

WHEREAS, the Parties have now agreed to settle and satisfy the Settled Amounts pursuant to a certain settlement agreement ("Settlement Agreement") dated on or about June 30, 2008, which provides for certain payments of the Settled Amounts in full satisfaction of these debts; and

WHEREAS, as a result of the Settlement Agreement, the Parties now desire to continue the Med One Equipment Agreements subject to the terms and conditions herein set forth; and

WHEREAS, in furtherance of the Settlement Agreement, the Parties have further agreed to enter into this Agreement to fully and finally resolve the Utah Judgment, as set forth herein, and provide for the terms of the continuation of the Med One Equipment Agreements.

1. This Agreement shall be a supplement to the Settlement Agreement, and all terms of the Settlement Agreement shall remain in full force and effect.
2. This Agreement shall become effective upon execution of the Settlement Agreement and payment in full of the Settled Amounts pursuant to the terms of the Settlement Agreement ("Effective Date"). In the event the Settled Amounts are not paid in full, and the Parties do not agree in writing otherwise, then this Agreement shall be deemed null and void, and all parties hereto shall be restored to the positions they had prior to the execution of the Settlement Agreement and this Agreement with all claims and defenses each party may have.
3. Upon the occurrence of the Effective Date, Med One shall take such steps as necessary to vacate the Utah Judgment in full with prejudice and without costs to SSMC.
4. The terms and conditions of the Med One Equipment Leases shall remain in full force and effect, and all parties shall reserve all rights under the Med One Equipment Leases, except that all payments due on or before January 31, 2008 shall be deemed satisfied in full, as set forth under the terms of the Settlement Agreement, upon payment of the Settled Amounts thereunder, and all defaults under the Med One Equipment Leases shall we deemed cured.

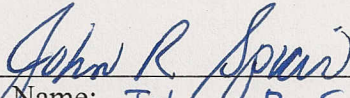
5. Within ninety (90) days after the Effective Date of this Agreement, Lessees shall bring all payments current under the Med One Equipment Leases.
6. Immediately after the Effective Date, Med One shall take all actions necessary to withdraw and/or dismiss the actions pending in the New York Courts, with prejudice and without costs to SSMC.
7. All terms of the Med One Equipment Leases shall remain in full force and effect unless specifically modified by this Agreement or in writing by the Parties.
8. In the event of a default under the terms of this Agreement, this Agreement shall be deemed null and void, and all Parties shall retain all rights related to the Med One Equipment Leases; provided that if the Settlement Amount has been paid under the Settlement Agreement, all Settled Amounts shall be deemed fully paid and satisfied.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

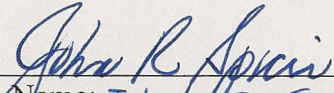
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


SOUND SHORE MEDICAL CENTER

By: 
Name: John R. Spicer
Title: President & C.E.O.

THE MOUNT VERNON HOSPITAL

By: 
Name: John R. Spicer
Title: President & C.E.O.

MED ONE CAPITAL FUNDING, LLC

By: 
Mark Stevens
Title: Director of Operations

SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT ("Second Supplemental Agreement"), dated as of April 13, 2009, by and among (i) SOUND SHORE MEDICAL CENTER OF WESTCHESTER ("SSMC"), (ii) THE MOUNT VERNON HOSPITAL ("MVH"), collectively with SSMC as "LESSEES", and (iii) MED ONE CAPITAL FUNDING, LLC ("MED ONE") (Med One and Lessees collectively as the "PARTIES").

W I T N E S S E T H:

WHEREAS, on June 30, 2008, the Parties entered into that certain Settlement Agreement¹, which provided for certain payments of the Settled Amounts, as set forth therein, in full satisfaction of these debts; and

WHEREAS, in addition to and in furtherance of the Settlement Agreement, the Parties also entered into the Supplemental Agreement (the "Agreement"), dated June 30, 2008, whereby, *inter alia*, the Lessees agreed to bring all payments current under the Med One Equipment Agreements within ninety (90) days after the Effective Date of the Agreement; and

WHEREAS, the Effective Date of the Agreement occurred November 10, 2008, and as such, the Lessees were required to bring the payments current on or before February 9, 2009; and

WHEREAS, the Lessees have failed to bring the payments due under the Med One Equipment Agreements current on or before February 9, 2009, and the Lessees are in default under the Agreement; and

WHEREAS, the current outstanding balances ("Outstanding Balances") due under the Med One Equipment Agreements, as set forth in the schedules annexed hereto, are as follows:

<u>Agreement</u>	<u>Monthly Payment</u>	<u>Outstanding Balance</u>
1. Agreement No. 1	\$12,400.00	\$114,577.76
2. Agreement No. 2	\$5,965.00	\$56,071.00
3. MVH Agreement	\$4,260.00	\$52,824.00

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Supplement Agreement dated June 30, 2008.

NOW THEREFORE the Parties have agreed to enter into this Second Supplemental Agreement in an attempt to resolve the default of the Lessees under the Agreement, and provide for the terms of the continuation of the Med One Equipment Agreements, as follows:

1. This Second Supplemental Agreement shall supplement the Agreement, and all terms of the Agreement, except as modified hereby, shall remain in full force and effect.
2. Lessees acknowledge that the Outstanding Balances are true and correct, and due and owing to Med One as of the date of this Second Supplemental Agreement, inclusive of Delinquent Charges incurred after June 30, 2008.
3. The Parties agree that the Med One Equipment Agreements shall continue in full effect pursuant to their respective terms, and monthly payments shall continue to become due and owing pursuant to the terms, under the Med One Equipment Agreements become current.
4. Commencing with the April 2009 monthly payments, Lessees shall forthwith pay, on a monthly basis, two times the monthly payments under each of the Med One Equipment Agreements until such time as the obligations under the Med One Equipment Agreements become current, inclusive of accrued Delinquent Charges, as follows: (i) Agreement No. 1 - \$24,600 per month; (ii) Agreement No. 2 - \$11,930 per month; (iii) MVH Agreement - \$8,520 per month.
5. In the event of a default under the terms of this Second Supplemental Agreement, which default is not cured within ten (10) days after notice thereof is received by Lessees from Med One, the Parties shall retain all rights under the Med One Equipment Agreements and Agreement. Notwithstanding, in the event of a default hereunder, Lessees shall, at Med One's sole option and upon 10 days written notice, immediately turn over all equipment under the respective Med One Equipment Agreement which is in default. Nothing contained herein shall be deemed a waiver of any rights by Med One.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SOUND SHORE MEDICAL CENTER

By: _____
Name:
Title:

THE MOUNT VERNON HOSPITAL

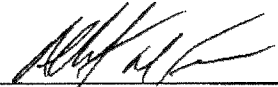
By: _____
Name:
Title:

MED ONE CAPITAL FUNDING, LLC

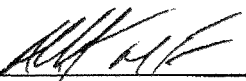
By: Mark Stevens
Mark Stevens
Title: Director of Operations

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SOUND SHORE MEDICAL CENTER

By: 
Name: Albert M. Francis
Title: CFO

THE MOUNT VERNON HOSPITAL

By: 
Name: Albert M. Francis
Title: CFO

MED ONE CAPITAL FUNDING, LLC

By: _____
Mark Stevens
Title: Director of Operations

LAW OFFICES
KLESTADT & WINTERS, LLP

570 SEVENTH AVENUE
17TH FLOOR
NEW YORK, NY 10018

TELEPHONE (212) 972-3000
TELEFAX (212) 972-2245

TRACY L. KLESTADT (NY & NJ BARS)
IAN R. WINTERS
JOHN E. JURELLER, JR. (NY & NJ BARS)
SEAN C. SOUTHARD
FRED N. STEVENS (NY & MA BARS)
PATRICK J. ORR (NY, NJ & PA BARS)

JOSEPH C. CORNEAU (NY & MA BARS)
BRENDAN M. SCOTT (NY, NJ & PA BARS)
SAMIR P. GEBRAEL
CARRIE V. HARDMAN

OF COUNSEL
JON YARD ARNASON
STACY E. BUSH (NY & NJ BARS)

NEW JERSEY OFFICE
15 WARREN STREET
HACKENSACK, NJ 07601
(201) 833-5151

January 5, 2011

**Via Federal Express
Overnight Mail**

Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802
Attn: Clark E. Walter, General Counsel

Re: NOTICE OF DEFAULT
Sound Shore Medical Center of Westchester
Creditor: Med One Capital Funding, LLC

Dear Sir:

Please be advised that our firm represents Med One Capital Funding, LLC ("Med One") with respect to certain agreements entered into between Med One and Sound Shore Medical Center of Westchester ("SSMC"), namely (i) an agreement ("Agreement No. 1") for use of twelve (12) Puritan Bennett 840 Ventilation Systems (also known as Puritan Bennett 840 Critical Care Life Support Ventilators)(the "Agreement No. 1 Equipment") dated as of May 26, 2005 and (ii) an agreement ("Agreement No. 2") for use of (a) four (4) S/S Aespire Anesthesia Machines & Cardiocaps and (b) five (5) Aespire 7100 Anesthesia Machines (collectively as the "Agreement No. 2 Equipment", and with Agreement No. 1 Equipment as the "Equipment") dated as of November 27, 2006, as well as the Supplemental Agreement dated as of June 20, 2008 and the Second Supplemental Agreement dated as of April 13, 2009 (collectively as "Equipment Agreements").

- 2 -

There is currently an outstanding and delinquent balance of \$119,930 ("Equipment No. 1 Outstanding Balance") due and owing under Agreement No. 1, inclusive of late fees. Despite due demand, SSMC has failed to make eight (8) monthly payments of \$12,300 due under Agreement No. 1 for the period of June 2010 through January 2011. Further, there is currently an outstanding and delinquent balance of \$59,760.49 ("Equipment No. 2 Outstanding Balance", and collectively with Equipment No. 1 Outstanding Balance, as "Outstanding Balance") due and owing under Agreement No. 2, inclusive of late fees. Despite due demand, SSMC has failed to make nine (9) monthly payments of \$5,965 due under Agreement No. 2 for the period of May 2010 through January 2011. Based upon the foregoing, and pursuant to the terms thereof, SSMC is in default under the Equipment Agreements.

Pursuant to the terms of the Equipment Agreements, Med One hereby demands immediate payment of the Outstanding Balance due and owing under the Equipment Agreements. In the event SSMC fails to make immediate payment of the Outstanding Balance, Med One shall take all actions necessary to protect its rights and interests, including taking immediate possession of the Equipment.

If you have any questions, please contact our office.

Thank you for your cooperation.

Very truly yours,

KLESTADT & WINTERS, LLP



John E. Jureller, Jr.

Encl.

cc: Burton S. Weston, Esq. (by electronic mail)
Garfunkel, Wild & Travis, P.C.

Mark Stevens, Vice President of Operations
Med One Capital Funding, LLC

LAW OFFICES
KLESTADT & WINTERS, LLP

570 SEVENTH AVENUE
17TH FLOOR
NEW YORK, NY 10018

TELEPHONE (212) 972-3000
TELEFAX (212) 972-2245

TRACY L. KLESTADT (NY & NJ BARS)
IAN R. WINTERS
JOHN E. JURELLER, JR. (NY & NJ BARS)
SEAN C. SOUTHARD
FRED N. STEVENS (NY & MA BARS)
PATRICK J. ORR (NY, NJ & PA BARS)

NEW JERSEY OFFICE
15 WARREN STREET
HACKENSACK, NJ 07601
(201) 833-5151

JOSEPH C. CORNEAU (NY & MA BARS)
BRENDAN M. SCOTT (NY, NJ & PA BARS)
SAMIR P. GEBRAEL
CARRIE V. HARDMAN

OF COUNSEL
JON YARD ARNASON
STACY E. BUSH (NY & NJ BARS)

April 27, 2011

**Via Federal Express
Overnight Mail**

Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802
Attn: Clark E. Walter, General Counsel

Re: DEFAULT
Sound Shore Medical Center of Westchester
Creditor: Med One Capital Funding, LLC

Dear Sir:

As you are aware, our firm represents Med One Capital Funding, LLC ("Med One") with respect to certain agreements entered into between Med One and Sound Shore Medical Center of Westchester ("SSMC"), namely (i) an agreement ("Agreement No. 1") for use of twelve (12) Puritan Bennett 840 Ventilation Systems (also known as Puritan Bennett 840 Critical Care Life Support Ventilators)(the "Agreement No. 1 Equipment") dated as of May 26, 2005 and (ii) an agreement ("Agreement No. 2") for use of (a) four (4) S/5 Aespire Anesthesia Machines & Cardiocaps and (b) five (5) Aespire 7100 Anesthesia Machines (collectively as the "Agreement No. 2 Equipment", and with Agreement No. 1 Equipment as the "Equipment") dated as of November 27, 2006, as well as the Supplemental Agreement dated as of June 20, 2008 and the Second Supplemental Agreement dated as of April 13, 2009 (collectively as "Equipment Agreements").

By letter dated January 5, 2011 ("Default Notice"), Med One provided notice to SSMC of its default under the terms of the Equipment Agreements as a result of the outstanding balance of \$119,930 ("Outstanding Balance") due thereunder. Thereafter, the parties negotiated a payment plan for the agreed Outstanding Balance, which was memorialized in a proposed letter agreement dated January 7, 2011. Med One retained all rights under the Equipment Agreements, including the continuing default of SSMC thereunder. Since that date, SSMC has consistently failed to make payment as promised.

As a result of the foregoing, and pursuant to the terms of the Equipment Agreements, Med One hereby demands immediate payment of the sum of \$95,891.25, representing five (5) past due payments under the Equipment Agreements, plus the agreed late fees. Payment should be received no later than April 29, 2011. In addition, SSMC shall provide a schedule of payments, acceptable to Med One, to bring it current under the Equipment Agreements. In the event SSMC fails to comply with the foregoing, Med One shall take all actions necessary to protect its rights and interests, including taking immediate possession of the Equipment. All rights are reserved herein.

If you have any questions, please contact our office.

Thank you for your cooperation.

Very truly yours,

KLESTADT & WINTERS, LLP



John E. Jureller, Jr.

Encl.

cc: Burton S. Weston, Esq. (by electronic mail)
Garfunkel, Wild & Travis, P.C.

Mark Stevens, Vice President of Operations
Med One Capital Funding, LLC

LAW OFFICES
KLESTADT & WINTERS, LLP

570 SEVENTH AVENUE
17TH FLOOR
NEW YORK, NY 10018-1624

TELEPHONE (212) 972-3000
TELEFAX (212) 972-2245

TRACY L. KLESTADT (NY & NJ BARS)
IAN R. WINTERS
JOHN E. JURELLER, JR. (NY & NJ BARS)
SEAN C. SOUTHARD
FRED N. STEVENS (NY & MA BARS)
PATRICK J. ORR (NY, NJ & PA BARS)

NEW JERSEY OFFICE
15 WARREN STREET
HACKENSACK, NJ 07601
(201) 833-5151

JOSEPH C. CORNEAU (NY & MA BARS)
BRENDAN M. SCOTT (NY, NJ & PA BARS)
THOMAS M. SZANIAWSKI

OF COUNSEL
JON YARD ARNASON
STACY E. BUSH (NY & NJ BARS)

November 17, 2011

**Via Federal Express
Overnight Mail**

Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802
Attn: Clark E. Walter, General Counsel

Re: Demand for Repossession of Equipment
Sound Shore Medical Center of Westchester
Creditor: Med One Capital Funding, LLC

Dear Sir:

As you are aware, our firm represents Med One Capital Funding, LLC ("Med One") with respect to certain agreements entered into between Med One and Sound Shore Medical Center of Westchester ("SSMC"), namely (i) an agreement ("Agreement No. 1") for use of twelve (12) Puritan Bennett 840 Ventilation Systems (also known as Puritan Bennett 840 Critical Care Life Support Ventilators)(the "Agreement No. 1 Equipment") dated as of May 26, 2005 and (ii) an agreement ("Agreement No. 2") for use of (a) four (4) S/5 Aespire Anesthesia Machines & Cardiocaps and (b) five (5) Aespire 7100 Anesthesia Machines (collectively as the "Agreement No. 2 Equipment", and with Agreement No. 1 Equipment as the "Equipment") dated as of November 27, 2006, as well as the Supplemental Agreement dated as of June 20, 2008 and the Second Supplemental Agreement dated as of April 13, 2009 (collectively as "Equipment Agreements").

By letters dated January 5, 2011 and April 27, 2011 ("Default Notices"), Med One provided notice to SSMC of its default under the terms of the Equipment Agreements as

a result of its failure to make payment under the agreed terms thereof. Since the Default Notices, SSMC has continued to default in its payment obligations under the Equipment Agreement. As such, pursuant to the terms of the Equipment Agreements, Med One hereby makes demand for immediate repossession of the Equipment. Please contact our office within the next five (5) days to arrange for the pickup of the Equipment.

In the event SSMC fails to comply with the foregoing, Med One shall take all actions necessary to protect its rights and interests. All rights are reserved herein.

If you have any questions, please contact our office.

Thank you for your cooperation.

Very truly yours,

KLESTADT & WINTERS, LLP



John E. Jureller, Jr.

Encl.

cc: Burton S. Weston, Esq. (by electronic mail)
Garfunkel, Wild & Travis, P.C.

Mark Stevens, Vice President of Operations
Med One Capital Funding, LLC

12/29/2006 10:12 FAX 19146322

SSMC-PURCHASING

002

Med One Capital Funding LLC*In behalf of Med One Capital Funding - New York, L.P.*

10712 South 1300 East

Sandy, Utah 84094

(800) 248-5882 ph

(800) 468-5528 fax

**Proposal And Agreement To Rent Equipment:**

Customer:	Sound Shore Med Ctr of Westchester	Date:	27-Nov-06
Address:	16 Gulon Place New Rochelle, NY 10801	Vendor:	GE Healthcare
Contact:	Larry Minowitz, MD	Division:	Datex Ohmeda
Title:	Director of Anesthesia	Rep:	Thomas Herbert
Phone:	(914) 632-5000	Phone:	(800) 345-2700
Email:		Email:	Thomas.Herbert@ge.com

Equipment:

Quantity	Description of Equipment
5	S/S Aespire Anesthesia Machine & Cardiocap /S (GE quote # Q174172)
4	Aespire 7100 Anesthesia Machine (GE quote # Q174169)

Rental Pricing:

Rental Term - Months	60
Total Monthly Rental	\$5,985.00
End Of Term Purchase	\$1.00

Terms & Conditions:

- 1.) The above pricing does not include and Customer shall be responsible for the cost of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, or taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.
- 2.) Customer is responsible for any loss or damage to the Equipment while it is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding LLC (Med One). The Equipment is and shall remain the sole property of Med One and Customer shall have no interest in the Equipment except the right to use and maintain possession during the rental.
- 3.) Customer has selected the Equipment to perform its intended function. Customer hereby agrees to indemnify Med One and hold it harmless from any claims, liabilities, or damages which may arise through the use of the Equipment.

CONTINUED ON PAGE 2

12/29/2006 10:12 FAX 19146322

SSMC-PURCHASING

003

4.) Customer agrees that it will pay the rental payment reflected above to Med One no later than the 15th of each month during the rental term - beginning with the month that the Equipment is delivered. Prompt payment of rental is not contingent on any factor other than Customer's possession or control of the Equipment. Past due rental is subject to a 5% late fee. Notwithstanding anything to the contrary in Customer's purchase order, Customer may not terminate their duty to pay the rental payments during the entire term reflected above without Med One's prior written consent. If Customer fails to make payments as scheduled or otherwise breaches the terms of this Agreement, Med One shall be entitled to all available legal and equitable remedies including without limitation all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse Med One for all costs incurred to enforce this Agreement including reimbursement for Med One's reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One under this Agreement or the applicable version of the UCC, Med One shall also be entitled to demand and receive all accrued and unpaid payments and all accelerated payments remaining under the rental term whether or not this Agreement is terminated. Customer's rights to purchase Equipment will be forfeited if payments are not paid timely as herein agreed.

5.) This Agreement is presented subject to review and approval of credit and financial information pertaining to Customer and receipt of Customer's purchase order issued for the term and rental reflected in the pricing section above. Customer's purchase order shall be issued to:

Med One Capital Funding LLC
10712 South 1300 East
Sandy, Utah 84094

Customer agrees to promptly sign and return the "Notice Of Equipment Acceptance" form which will be provided by Med One. Customer hereby acknowledges the right of Med One to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

6.) This Agreement must be signed and returned to Med One no later than 30 days from the proposal date, after which time, the pricing commitment will expire.

Robb Stevens

27-Nov-06

Med One Capital Funding LLC

Date

We hereby acknowledge, accept and agree to the terms of this Agreement
and have issued our Purchase Order Number.

NR135425

Purchase Order Number

DAN VALLARDO

Print Name

Buyer

Title

D Vallardo

Signature

Buyer

12/21/06

Date

08/22/2007 11:13 FAX 19146642113

TMVH Administration

08/22/2007

RECEIVED

AUG 22 2007

10712 South 1300 East
Sandy, Utah 84094
(800) 248-5882
Fax(801) 566-7049



Notice of Equipment Acceptance

1000051.2

Customer: Sound Shore Medical Center of Westchester	Date Sent: 6/18/2007
Address: 16 Gulch Place, New Rochelle, NY 108	Account: CMS000458
Phone: (914) 632-5000	Prepared by: Sandy Green
	Phone: (801) 566-8433

Equipment Location: Same

Description of Equipment:

Quantity	Equipment Description
4	S/S Aespire 7100 Anesthesia Machine & Cardiocap 5
5	Aespire 7100 Anesthesia Machine

Terms and Conditions:

The Equipment referred to above was received by us on this date and was inspected by us and found to be in good order, condition and repair and is irrevocably accepted by us.

Title to the Equipment shall at all times remain with Med One Capital Funding LLC. If we fail to make a required rental payment under this agreement, you (or your assignee) shall have the right to immediate repossession of the Equipment. Med One Capital Funding LLC may file a UCC-1 statement to provide notification of its ownership of the Equipment. We hereby grant to Med One Capital Funding LLC power of attorney to sign and file a UCC-1 with the appropriate agency. We accept responsibility for any loss of or damage to the Equipment as well as responsibility for any taxes, which may be assessed against this Equipment.

USER: Sound Shore Medical Center of Westchester

Print Name

Nick D'Addesio

Title

VP Operations

Signature

Nick D'Addesio

Date

8/23/07

Please sign and fax to Sandy Green at Fax(801) 566-7049

07/07/2005 08:00 FAX 19146322134

SSMC-PURCHASING

0002

Med One Capital Funding LLC*In behalf of Med One Capital Funding - New York, L.P.*

6965 Union Park Center Suite 400

Midvale, UT 84047

(800) 248-5882 ph

(800) 468-5528 fax *



PO# NR126249
Hard Copy To Follow

Proposal And Agreement To Rent Equipment:

Customer:	Sound Shore Medical Center	Date:	26-May-05
Address:	C/O Mount Vernon Hospital 12 North Seventh Ave. Mount Vernon, NY 10550-2098	Vendor:	Puritan Bennett
Contact:	Jim Vallarelli, RT Director	Rep:	Howard Korn
Phone:	(914) 637-1305	Phone:	(800) 634-1515 ext. 39104
Fax:	(914) 654-4975	Fax:	(718) 204-0012
Email:	jpv1436@aol.com	Email:	howard.korn@lycohealthcare.com

Equipment:

Quantity	Description of Equipment
12	Puritan Bennett 840 Ventilation System
	(PB quote # 11419, dated 5-20-05)

Rental Pricing:

Rental Term - Months	6	12	18
Monthly Rental (each)	\$1,355.00	\$1,110.00	\$1,025.00
Total Monthly Rental	\$16,260.00	\$13,320.00	\$12,300.00

At the end of the rental term or any subsequent extension of the rental term, the Customer may choose from any of the following options:

1. Extend the rental term and continue renting.
2. Purchase the Equipment and receive a credit of 50% of all rental paid through the date of purchase.
3. Return Equipment to Med One Capital Funding LLC.

we are committed for only 18 months for 5 years then on the

Terms & Conditions:

- 1.) The above pricing does not include and Customer shall be responsible for the cost of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, or taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.
- 2.) Customer is responsible for any loss or damage to the Equipment while it is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding LLC (Med One). The Equipment is and shall remain the sole property of Med One and Customer shall have no interest in the Equipment except the right to use and maintain possession during the rental term.

CONTINUED ON PAGE 2.

Prepared by Robb Stevens 5/26/2005

Page 1

07/07/2005 09:00 FAX 19148322134

SSMC-PURCHASING

0003

- 3.) Customer has selected the Equipment to perform its intended function. Customer hereby agrees to indemnify Med One and hold it harmless from any claims, liabilities, or damages which may arise through the use of the Equipment.
- 4.) Customer agrees that it will pay the rental payment reflected above no later than the 15th of each month during the rental term - beginning with the month that the Equipment is delivered. Prompt payment of rental is not contingent on any factor other than possession of the Equipment. Past due rental is subject to a 5% late fee. Customer must notify Med One in writing of its intent to purchase or return the Equipment at least 30 days prior to the end of the rental term. If this written notice is not received, or if the purchase price is not agreed to by both parties, the rental term will automatically extend on a monthly basis at the same pricing and terms until the Equipment is returned to Med One. If Customer fails to pay rental as scheduled, Med One shall be entitled to all available legal and equitable remedies including without limitation all remedies provided in the applicable version of the Uniform Commercial Code (UCC).
- 5.) This Agreement is presented subject to review and approval of credit and financial information pertaining to Customer and receipt of Customer's purchase order issued for the term and rental reflected in the pricing section above. Customer's purchase order shall be issued to:
- Med One Capital Funding LLC
6965 Union Park Center Suite 400
Midvale, Utah 84047
- Customer agrees to promptly sign and return the "Notice Of Equipment Acceptance" form which will be provided by Med One. Customer hereby acknowledges the right of Med One to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.
- 8.) This Agreement must be signed and returned to Med One no later than 30 days from the proposal date, after which time, the pricing commitment will expire.

Robb Stevens

26-May-05

Med One Capital Funding LLC

Date

In behalf of Med One Capital Funding - New York, L.P.**Customer Acknowledgment**

We hereby acknowledge, accept and agree to the terms of this Agreement
and have issued our Purchase Order Number:

Nick Daddino
Sound Shore Medical Center

V.P. Operations
S.S.M.C. Title

6/30/05
Date

NR 126249
Purchase Order

08/04/2005 15:34

9146544975

SLEEP+PFT MEWTWNE

PAGE 03

NOTICE OF EQUIPMENT ACCEPTANCE



Account #: 102976 100051(1)

(EQUIPMENT OWNER)
8985 Union Park Center, Suite 400
Midvale, UT 84047

Customer Name: Sound Shore Medical Center

Address: C/O Mt. Vernon Hospital Pristine # 305595

Mt. Vernon, NY 10550

Equipment Location: Same

DESCRIPTION OF EQUIPMENT

Quantity	Equipment
8	Puritan Bennett 840 Critical Care Life Support Ventilator

To Whom It May Concern

The equipment referred to above was received by us on this date and was inspected by us and found to be in good order, condition and repair and is irrevocably accepted by us.

Title to the equipment shall at all times remain with Med One Capital Funding LLC. If we fail to make a required rental payment under this agreement, you (or your assignee) shall have the right to immediate repossession of the equipment. Med One Capital Funding LLC may file a UCC-1 statement to provide notification of its ownership of the equipment. We hereby grant to Med One Capital Funding LLC power of attorney to sign and file a UCC-1 with the appropriate agency. We accept responsibility for any loss of or damage to the equipment as well as responsibility for any taxes, which may be assessed against this equipment.

USER: Sound Shore Medical Center

By: James P. Valeri

Title: Director of Capital Management

Date: 8/4/05

1800
6108
5528

LAW OFFICES
KLESTADT & WINTERS, LLP

570 SEVENTH AVENUE
17TH FLOOR
NEW YORK, NY 10018-1624

TELEPHONE (212) 972-3000
TELEFAX (212) 972-2245

TRACY L. KLESTADT (NY & NJ BARS)
IAN R. WINTERS
JOHN E. JURELLER, JR. (NY & NJ BARS)
SEAN C. SOUTHARD
FRED N. STEVENS (NY & MA BARS)
PATRICK J. ORR (NY, NJ & PA BARS)

NEW JERSEY OFFICE
15 WARREN STREET
HACKENSACK, NJ 07601
(201) 833-5151

JOSEPH C. CORNEAU (NY & MA BARS)
BRENDAN M. SCOTT (NY, NJ & PA BARS)
THOMAS M. SZANIAWSKI

OF COUNSEL
JON YARD ARNASON
STACY E. BUSH (NY & NJ BARS)

July 17, 2012

**Via Federal Express
Overnight Mail**

Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802
Attn: Clark E. Walter, General Counsel

Re: Demand for Repossession of Equipment
Sound Shore Medical Center of Westchester
Creditor: Med One Capital Funding, LLC

Dear Sir:

As you are aware, our firm represents Med One Capital Funding, LLC ("Med One") with respect to that certain agreement entered into between Med One and Sound Shore Medical Center of Westchester ("SSMC") for use of (a) four (4) S/5 Aespire Anesthesia Machines & Cardiocaps and (b) five (5) Aespire 7100 Anesthesia Machines (collectively as the "Equipment") dated as of November 27, 2006, as well as the Supplemental Agreement dated as of June 20, 2008 and the Second Supplemental Agreement dated as of April 13, 2009 (collectively as "Equipment Agreements").

By letters dated January 5, 2011 and April 27, 2011 ("Default Notices"), as well as correspondence between the parties thereafter, Med One provided notice to SSMC of its default under the terms of the Equipment Agreements as a result of its failure to make payment under the agreed terms thereof. Since the Default Notices, SSMC has continued to default in its payment obligations under the Equipment Agreements. There is a final balance due to Med One under the Equipment Agreements in the sum of \$54,519.24 (the

"Outstanding Balance"), representing lease payments of \$44,864.75, plus contractual late fees in the sum of \$9,654.49. Med One hereby immediate demands payment of the Outstanding Balance.

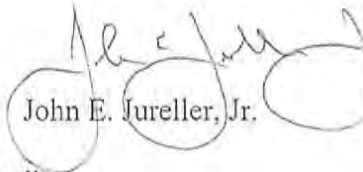
In the event SSMC fails to make payment of the Outstanding Balance so as to be received by Med One by the close of business on **July 31, 2012**, Med One shall take all actions necessary to protect its rights and interests under the Equipment Agreements, including the immediate repossession of the Equipment. All rights are reserved herein.

If you have any questions, please contact our office.

Thank you for your cooperation.

Very truly yours,

KLESTADT & WINTERS, LLP



John E. Jureller, Jr.

Encl.

cc: Burton S. Weston, Esq. (by electronic mail)
Afsheen Shah, Esq.
Garfunkel, Wild & Travis, P.C.

Mark Stevens, Vice President of Operations
Med One Capital Funding, LLC

LAW OFFICES
KLESTADT & WINTERS, LLP

570 SEVENTH AVENUE
17TH FLOOR
NEW YORK, NY 10018-1624

TELEPHONE (212) 972-3000
TELEFAX (212) 972-2245

TRACY L. KLESTADT (NY & NJ BARS)
IAN R. WINTERS
JOHN E. JURELLER, JR. (NY & NJ BARS)
SEAN C. SOUTHARD
FRED N. STEVENS (NY & MA BARS)
PATRICK J. ORR (NY, NJ & PA BARS)
JOSEPH C. CORNEAU (NY & MA BARS)
BRENDAN M. SCOTT (NY, NJ & PA BARS)

NEW JERSEY OFFICE
15 WARREN STREET
HACKENSACK, NJ 07601
(201) 833-5151

THOMAS M. SZANIAWSKI
MAEGHAN J. MCLOUGHLIN
LAUREN C. KISS (NY & NJ BARS)

OF COUNSEL
JON YARD ARNASON
STACY E. BUSH (NY & NJ BARS)

February 26, 2013

**Via Federal Express
Overnight Mail**

Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802
Attn: Clark E. Walter, General Counsel
David Becker, Alvarez & Marsal, Restructuring Officer

Re: Demand for Repossession of Equipment
Sound Shore Medical Center of Westchester
Creditor: Med One Capital Funding, LLC

Dear Sir:

As you are aware, our firm represents Med One Capital Funding, LLC ("Med One") with respect to that certain agreement entered into between Med One and Sound Shore Medical Center of Westchester ("SSMC") for use of (a) four (4) S/5 Aespire Anesthesia Machines & Cardiocaps and (b) five (5) Aespire 7100 Anesthesia Machines (collectively as the "Equipment") dated as of November 27, 2006, as well as the Supplemental Agreement dated as of June 20, 2008 and the Second Supplemental Agreement dated as of April 13, 2009 (collectively as "Equipment Agreements").

By letters dated January 5, 2011 and April 27, 2011 ("Default Notices"), as well as correspondence between the parties thereafter, Med One provided notice to SSMC of its default under the terms of the Equipment Agreements as a result of its failure to make payment under the agreed terms thereof. Since the Default Notices, SSMC has continued

to default in its payment obligations under the Equipment Agreements. There is a final balance due to Med One under the Equipment Agreements in the sum of \$41,879.75 (the "Outstanding Balance"), inclusive of late fees. Med One hereby immediate demands payment of the Outstanding Balance.

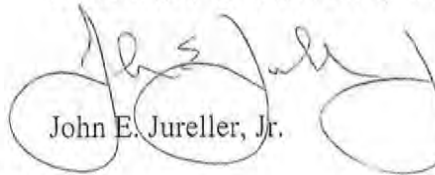
In the event SSMC fails to make payment of the Outstanding Balance so as to be received by Med One by the close of business on **March 4, 2013**, Med One shall demand immediate repossession of the Equipment, with such repossession to take place on **March 11, 2013**. There shall be no further extensions of time on this matter.

If you have any questions, please contact our office.

Thank you for your cooperation.

Very truly yours,

KLESTADT & WINTERS, LLP



John E. Jureller, Jr.

Encl.

cc: Mark Stevens, Vice President of Operations
Med One Capital Funding, LLC

Account History Report

13-22840-rdd

Doc 414-5

Filed 11/04/13

Entered 11/04/13 15:31:31

Exhibit E

Pg 1 of 3

Sequence Number 1000051-2

Customer Name Sound Shore Medical Center

CMS Number CMS000458

Account Number 2000112

Inception Date 07/28/2007

Frequency Monthly

Phone (914) 664-8000

Fax (914) 664-6405

Email

Receivable Type	Invoice Number	Check Number	Pay#	Due Date	Receivable Amount	Tax Amount	Received Date	Receivable Paid	Tax Paid	Receivable Balance	Tax Balance
Lease Rental		2003052	1	07/28/2007	5,965.00	0.00	09/13/2007	5,965.00	0.00	0.00	0.00
Lease Rental		WriteOff	2	08/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	1	09/28/2007	298.25	0.00	02/17/2009	298.25	0.00	0.00	0.00
Lease Rental		WriteOff	3	09/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	2	10/28/2007	298.25	0.00	02/17/2009	298.25	0.00	0.00	0.00
Lease Rental		WriteOff	4	10/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Lease Rental		WriteOff	5	11/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	3	12/28/2007	596.50	0.00	02/17/2009	596.50	0.00	0.00	0.00
Lease Rental		WriteOff	6	12/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Lease Rental		WriteOff	7	01/28/2008	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	4	02/28/2008	596.50	0.00	02/17/2009	596.50	0.00	0.00	0.00
Lease Rental		7008009	8	02/28/2008	5,965.00	0.00	04/20/2009	5,965.00	0.00	0.00	0.00
Late Fee		7008009	5	03/28/2008	298.25	0.00	04/20/2009	298.25	0.00	0.00	0.00
Lease Rental		7008009	9	03/28/2008	5,965.00	0.00	04/20/2009	5,965.00	0.00	0.00	0.00
Late Fee		7008009	6	04/28/2008	298.25	0.00	04/20/2009	298.25	0.00	0.00	0.00
Lease Rental		7008910	10	04/28/2008	5,965.00	0.00	05/26/2009	5,965.00	0.00	0.00	0.00
Late Fee		7009092	7	05/28/2008	298.25	0.00	06/08/2009	298.25	0.00	0.00	0.00
Lease Rental		7009092	11	05/28/2008	5,965.00	0.00	06/08/2009	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	8	06/28/2008	298.25	0.00	03/15/2013	298.25	0.00	0.00	0.00
Lease Rental		7003377	12	06/28/2008	5,965.00	0.00	08/15/2008	5,965.00	0.00	0.00	0.00
Late Fee			9	07/28/2008	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7003792	13	07/28/2008	5,965.00	0.00	09/11/2008	5,965.00	0.00	0.00	0.00
Late Fee			10	08/28/2008	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7004429	14	08/28/2008	5,965.00	0.00	10/10/2008	5,965.00	0.00	0.00	0.00
Late Fee			11	09/28/2008	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7005471	15	09/28/2008	5,965.00	0.00	11/24/2008	5,965.00	0.00	0.00	0.00
Late Fee		7009421	12	10/28/2008	298.25	0.00	06/25/2009	298.25	0.00	0.00	0.00
Lease Rental		7009421	16	10/28/2008	5,965.00	0.00	06/25/2009	5,965.00	0.00	0.00	0.00
Late Fee		7010058	13	11/28/2008	298.25	0.00	07/27/2009	298.25	0.00	0.00	0.00
Lease Rental		7005723	17	11/28/2008	5,965.00	0.00	12/23/2008	5,965.00	0.00	0.00	0.00
Late Fee		7009792	14	12/28/2008	298.25	0.00	07/17/2009	298.25	0.00	0.00	0.00
Lease Rental		7009792	18	12/28/2008	5,965.00	0.00	07/17/2009	5,965.00	0.00	0.00	0.00
Lease Rental		7010058	19	01/28/2009	5,965.00	0.00	07/27/2009	5,965.00	0.00	0.00	0.00

Late Fee	13-22840-rdd	7008259	15	02/28/2009	298.25	0.00	05/05/2009	298.25	0.00	0.00	0.00
Lease Rental		7008259	20	02/28/2009	5,965.00	0.00	05/05/2009	5,965.00	0.00	0.00	0.00
Late Fee			16	03/28/2009	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7010365	21	03/28/2009	5,965.00	0.00	08/31/2009	5,965.00	0.00	0.00	0.00
Late Fee		7010945	17	04/28/2009	298.25	0.00	09/08/2009	298.25	0.00	0.00	0.00
Lease Rental		7010945	22	04/28/2009	5,965.00	0.00	09/08/2009	5,965.00	0.00	0.00	0.00
Late Fee		7010945	18	05/28/2009	298.25	0.00	09/08/2009	298.25	0.00	0.00	0.00
Lease Rental		7011143	23	05/28/2009	5,965.00	0.00	09/28/2009	5,965.00	0.00	0.00	0.00
Late Fee		7011143	19	06/28/2009	298.25	0.00	09/28/2009	298.25	0.00	0.00	0.00
Lease Rental		7011543	24	06/28/2009	5,965.00	0.00	09/28/2009	5,965.00	0.00	0.00	0.00
Late Fee		7011908	20	07/28/2009	298.25	0.00	11/03/2009	298.25	0.00	0.00	0.00
Lease Rental		7011908	25	07/28/2009	5,965.00	0.00	11/03/2009	5,965.00	0.00	0.00	0.00
Late Fee			21	08/28/2009	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7013529	26	08/28/2009	5,965.00	0.00	01/26/2010	5,965.00	0.00	0.00	0.00
Late Fee		7012255	22	09/28/2009	298.25	0.00	01/04/2010	298.25	0.00	0.00	0.00
Lease Rental		7012255	27	09/28/2009	5,965.00	0.00	01/04/2010	5,965.00	0.00	0.00	0.00
Late Fee			23	10/28/2009	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7014008	28	10/28/2009	5,965.00	0.00	02/10/2010	5,965.00	0.00	0.00	0.00
Late Fee			24	11/28/2009	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7014336	29	11/28/2009	5,965.00	0.00	02/10/2010	5,965.00	0.00	0.00	0.00
Late Fee			25	12/28/2009	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7014658	30	12/28/2009	5,965.00	0.00	03/05/2010	5,965.00	0.00	0.00	0.00
Late Fee			26	01/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7015336	31	01/28/2010	5,965.00	0.00	05/07/2010	5,965.00	0.00	0.00	0.00
Late Fee			27	02/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7016577	32	02/28/2010	5,965.00	0.00	07/02/2010	5,965.00	0.00	0.00	0.00
Late Fee			28	03/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7019788	33	03/28/2010	5,965.00	0.00	11/16/2010	5,965.00	0.00	0.00	0.00
Late Fee			29	04/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7019788	34	04/28/2010	5,965.00	0.00	11/16/2010	5,965.00	0.00	0.00	0.00
Late Fee		7021061	30	05/13/2010	298.25	0.00	01/25/2011	298.25	0.00	0.00	0.00
Lease Rental		5001240	35	05/28/2010	5,965.00	0.00	01/10/2011	5,965.00	0.00	0.00	0.00
Late Fee		7021061	31	06/28/2010	298.25	0.00	01/25/2011	298.25	0.00	0.00	0.00
Lease Rental		5001243	36	06/28/2010	5,965.00	0.00	01/17/2011	5,965.00	0.00	0.00	0.00
Late Fee		7021061	32	07/28/2010	298.25	0.00	01/25/2011	298.25	0.00	0.00	0.00
Lease Rental		7021061	37	07/28/2010	5,965.00	0.00	01/25/2011	5,965.00	0.00	0.00	0.00
Late Fee			33	08/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		L091212w	38	08/28/2010	5,965.00	0.00	09/12/2012	5,965.00	0.00	0.00	0.00
Late Fee			34	09/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7021884	39	09/28/2010	5,965.00	0.00	03/15/2011	5,965.00	0.00	0.00	0.00
Late Fee			35	10/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		7022451	40	10/28/2010	5,965.00	0.00	04/25/2011	5,965.00	0.00	0.00	0.00
Late Fee			36	11/25/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		5001311	41	11/28/2010	5,965.00	0.00	04/29/2011	5,965.00	0.00	0.00	0.00
Late Fee			37	12/28/2010	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		5001311	42	12/28/2010	5,965.00	0.00	04/29/2011	5,965.00	0.00	0.00	0.00

Late Fee	13-22840-rdd	Doc 414-5	38	11/04/13	298.25	0.00	11/04/13 15:31:31	Exhibit E	0.00	0.00	298.25	0.00
Lease Rental		5001314	43	01/28/2011	5,965.00	0.00	05/02/2011	5,965.00	0.00	0.00	0.00	0.00
Late Fee			39	02/16/2011	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental		5001327	44	02/28/2011	5,965.00	0.00	05/20/2011	5,965.00	0.00	0.00	0.00	0.00
Late Fee		5001338	40	03/28/2011	298.25	0.00	06/06/2011	298.25	0.00	0.00	0.00	0.00
Lease Rental		5001338	45	03/28/2011	5,965.00	0.00	06/06/2011	5,965.00	0.00	0.00	0.00	0.00
Late Fee			41	04/15/2011	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental		5001510	46	04/28/2011	5,965.00	0.00	01/19/2012	5,965.00	0.00	0.00	0.00	0.00
Lease Rental		7029794	47	05/28/2011	5,965.00	0.00	05/21/2012	5,965.00	0.00	0.00	0.00	0.00
Late Fee			42	06/28/2011	596.50	0.00		0.00	0.00	596.50	0.00	0.00
Lease Rental		5001354	48	06/28/2011	5,965.00	0.00	06/22/2011	5,965.00	0.00	0.00	0.00	0.00
Late Fee			43	07/28/2011	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental		7026788	49	07/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00	0.00	0.00
Lease Rental		7026788	50	08/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00	0.00	0.00
Late Fee			44	09/28/2011	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental		7026788	51	09/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00	0.00	0.00
Late Fee			45	10/28/2011	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental		7026788	52	10/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00	0.00	0.00
Late Fee			46	11/28/2011	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental		L092112x	53	11/28/2011	5,965.00	0.00	09/21/2012	5,965.00	0.00	0.00	0.00	0.00
Lease Rental		5001509	54	12/28/2011	5,965.00	0.00	01/19/2012	5,965.00	0.00	0.00	0.00	0.00
Late Fee			47	01/28/2012	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental		L092112x	55	01/28/2012	5,965.00	0.00	09/21/2012	910.25	0.00	5,054.75	0.00	0.00
Late Fee			48	03/28/2012	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Late Fee			49	04/28/2012	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Late Fee			50	05/28/2012	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Late Fee			51	06/28/2012	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Late Fee			52	07/28/2012	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Late Fee			53	08/28/2012	298.25	0.00		0.00	0.00	298.25	0.00	0.00
Lease Rental			56	02/28/2012	5,965.00	0.00		0.00	0.00	5,965.00	0.00	0.00
Lease Rental			57	03/28/2012	5,965.00	0.00		0.00	0.00	5,965.00	0.00	0.00
Lease Rental			58	04/28/2012	5,965.00	0.00		0.00	0.00	5,965.00	0.00	0.00
Lease Rental			59	05/28/2012	5,965.00	0.00		0.00	0.00	5,965.00	0.00	0.00
Lease Rental			60	06/28/2012	5,965.00	0.00		0.00	0.00	5,965.00	0.00	0.00
374,602.00						0.00	329,880.00		0.00	44,722.00	0.00	0.00

COPY



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Sound Shore Medical Center of Westchester <input type="checkbox"/> The Mount Vernon Hospital, Inc. <input type="checkbox"/> Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center <input type="checkbox"/> The M.V.H. Corporation <input type="checkbox"/> Sound Shore Health System, Inc. <input type="checkbox"/> NRHMC Services Corporation <input type="checkbox"/> 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:	
Name of Creditor (the person or other entity to whom the Debtor owes money or property): MED ONE CAPITAL FUNDING, LLC		 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: Med One Capital Funding, LLC c/o Klestadt & Winters, LLP 570 Seventh Avenue, 17th Floor New York, NY 10018 Telephone number: 212-972-3000 Email Address: jjureller@klestadt.com			<input type="checkbox"/> 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:			<input type="checkbox"/> 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): \$ 44,722.00 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. <input checked="" type="checkbox"/> 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: Equipment Lease dated 11/27/06 (See Attached Rider) (See instruction #2)			
3. Last four digits of any number by which creditor identifies Debtor: 0 1 1 2			
3a. Debtor may have scheduled account as: (See instruction #3a)			
3b. Uniform Claim Identifier (optional): (See instruction #3b)			
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Anesthesia Equipment (See Rider) Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ 44,722 Basis for perfection: _____ Amount of Secured Claim: \$ 44,722 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> 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: See Rider and Exhibits

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: Mark Stevens
Title: Vice President of Operations
Company: Med One Capital Funding, LLC
Address and telephone number (if different from notice address above):
10712 South 1300 East, Sandy UT 84094
Telephone number: 801-566-6433, x6433 email: mstevens@medonecapital.com

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:

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

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

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

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):

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

7. Credits:

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

8. Documents:

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

9. Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Section 503(b)(9) Claim

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

Secured Claim Under 11 U.S.C. § 506(a)

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

Unsecured Claim

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

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

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

INFORMATION

Evidence of Perfection

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

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

Display of Proof of Claim on Case Administration Website

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

RIDER TO PROOF OF CLAIM

Filed By

Med One Capital Funding, LLC

United States Bankruptcy Court for the Southern District of New York

**In re: Sound Shore Medical Center of Westchester *et al.*
Case No. 13-22840 (RDD)**

MED ONE CAPITAL FUNDING, LLC ("Med One" and/or "Claimant") hereby asserts claims against Sound Shore Medical Center of Westchester ("SSMC" or "Debtor") in the above captioned bankruptcy case, as set forth in the attached official proof of claim form, this Rider and the exhibits thereto (collectively, the "Proof of Claim").

1. Med One Capital Funding, LLC ("Med One") asserts a claim for payment due and owing with respect to that certain agreement entered into between Med One and Sound Shore Medical Center of Westchester ("SSMC") for use of (a) four (4) S/5 Aespire Anesthesia Machines & Cardiocaps and (b) five (5) Aespire 7100 Anesthesia Machines (collectively as the "Equipment") dated as of November 27, 2006, as well as the Supplemental Agreement dated as of June 20, 2008 and the Second Supplemental Agreement dated as of April 13, 2009 (collectively as "Equipment Agreements"). Copies of the Equipment Agreements are annexed hereto collectively as **Exhibit A**.

2. By notice dated January 5, 2011, April 27, 2011 and February 26, 2013 ("Default Notices"), all of which were sent prior to the petition date, as well as correspondence between the parties thereafter, Med One provided notice to SSMC of its default under the terms of the Equipment Agreements as a result of its failure to make payment under the agreed terms thereof.

3. There is a final balance due to Med One under the Equipment Agreements in the sum of \$44,722 (the "Outstanding Balance"). A copy of the Account History Report is annexed hereto as **Exhibit B**.

4. Pursuant to the terms of the Equipment Agreements, Med One is the sole owner of the Equipment and SSMC has no interest in the Equipment. In addition to payment of the Outstanding Balance, Med One has the right to immediate possession of the Equipment upon default of SSMC. Further, as a result of the default, SSMC has waived its rights to purchase the Equipment.

5. Alternatively, Med One holds a perfected security interest in the Equipment.

6. Med One reserves the right to (a) amend, update, or supplement this Proof of Claim (including, without limitation, to add additional amounts due and owing) at any time and in any respect; (b) file additional proofs of claim; and (c) seek such other relief as appropriate including seeking turnover of the Equipment. Med One reserves the right to amend this Proof of Claim (and any other proofs of claims it may file in the Debtor's chapter 11 cases) by virtue of its right to offset or recoup the amount thereof under Bankruptcy Code section 553 against any claims, defenses, or offsets the Debtor may assert against Med One.

7. By filing this Proof of Claim, Med One (a) does not submit to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim, (b) does not waive (and expressly reserves) all of its procedural and substantive defenses to any claim that may be asserted against it by the Debtor, its estate, any successor entities, or any other person, including, without limitation, any defense based upon the lack of jurisdiction of this Court to entertain any such claim, (c) does not waive (and expressly reserves) any right to any security, held by or on behalf of Med One or any right of Med One to claim specific assets or any other claim, right, or right of action that Med One has or might have against the Debtor, its estates, any successor entities, or any other person, whether such claim, right, or action arises prior to, upon, or after the petition date, and (d) does not waive (and expressly reserves) any and all other rights that Med One may have pursuant to applicable law or agreement.

EXHIBIT A

12/29/2006 10:12 FAX 19146322

SSMC-PURCHASING

002

Med One Capital Funding LLC

In behalf of Med One Capital Funding - New York, L.P.

10712 South 1300 East

Sandy, Utah 84094

(800) 248-5882 ph

(800) 468-5528 fax



Proposal And Agreement To Rent Equipment:

Customer:	Sound Shore Med Ctr of Westchester	Date:	27-Nov-06
Address:	16 Gulon Place New Rochelle, NY 10801	Vendor:	GE Healthcare
Contact:	Larry Minowitz, MD	Division:	Datex Ohmeda
Title:	Director of Anesthesia	Rep:	Thomas Herbert
Phone:	(914) 632-5000	Phone:	(800) 345-2700
Email:		Email:	Thomas.Herbert@ge.com

Equipment:

Quantity	Description of Equipment
5 4	S/S Aespire Anesthesia Machine & Cardiocap /S (GE quote # Q174172)
4 5	Aespire 7100 Anesthesia Machine (GE quote # Q174169)

Rental Pricing:

Rental Term - Months	60
Total Monthly Rental	\$5,985.00
End Of Term Purchase	\$1.00

Terms & Conditions:

- 1.) The above pricing does not include and Customer shall be responsible for the cost of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, or taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.
- 2.) Customer is responsible for any loss or damage to the Equipment while it is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding LLC (Med One). The Equipment is and shall remain the sole property of Med One and Customer shall have no interest in the Equipment except the right to use and maintain possession during the rental.
- 3.) Customer has selected the Equipment to perform its intended function. Customer hereby agrees to indemnify Med One and hold it harmless from any claims, liabilities, or damages which may arise through the use of the Equipment.

CONTINUED ON PAGE 2

12/29/2008 10:12 FAX 19146322

SSMC-PURCHASING

003

4.) Customer agrees that it will pay the rental payment reflected above to Med One no later than the 15th of each month during the rental term - beginning with the month that the Equipment is delivered. Prompt payment of rental is not contingent on any factor other than Customer's possession or control of the Equipment. Past due rental is subject to a 5% late fee. Notwithstanding anything to the contrary in Customer's purchase order, Customer may not terminate their duty to pay the rental payments during the entire term reflected above without Med One's prior written consent. If Customer fails to make payments as scheduled or otherwise breaches the terms of this Agreement, Med One shall be entitled to all available legal and equitable remedies including without limitation all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse Med One for all costs incurred to enforce this Agreement including reimbursement for Med One's reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One under this Agreement or the applicable version of the UCC, Med One shall also be entitled to demand and receive all accrued and unpaid payments and all accelerated payments remaining under the rental term whether or not this Agreement is terminated. Customer's rights to purchase Equipment will be forfeited if payments are not paid timely as herein agreed.

5.) This Agreement is presented subject to review and approval of credit and financial information pertaining to Customer and receipt of Customer's purchase order issued for the term and rental reflected in the pricing section above. Customer's purchase order shall be issued to:

Med One Capital Funding LLC
10712 South 1300 East
Sandy, Utah 84094

Customer agrees to promptly sign and return the "Notice Of Equipment Acceptance" form which will be provided by Med One. Customer hereby acknowledges the right of Med One to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

6.) This Agreement must be signed and returned to Med One no later than 30 days from the proposal date, after which time, the pricing commitment will expire.

Robb Stevens

27-Nov-06

Med One Capital Funding LLC

Date

We hereby acknowledge, accept and agree to the terms of this Agreement
and have issued our Purchase Order Number.

NR135425

Purchase Order Number

DAN VALLARRO

Print Name

BUYER

Title

D Vallarro

Signature

Buyer

12/21/06

Date

08/22/2007 11:13 FAX 18146642113

INVT ADMINISTRATION

420004

RECEIVED

AUG 22 2007



10712 South 1300 East
Sandy, Utah 84094
(800) 248-5882
Fax(801) 566-7049

Notice of Equipment Acceptance

1000051.2

Customer: Sound Shore Medical Center of West	Date Sent: 8/18/2007
Address: 18 Gulon Place, New Rochelle, NY 108	Account: CMS000458
Phone: (914) 632-5000	Prepared by: Sandy Green
	Phone: (801) 566-6433

Equipment Location: Same

Description of Equipment:

Quantity	Equipment Description
4	S/S Aspire 7100 Anesthesia Machine & Cardiocap 5
5	Aspire 7100 Anesthesia Machine

Terms and Conditions:

The Equipment referred to above was received by us on this date and was inspected by us and found to be in good order, condition and repair and is irrevocably accepted by us.

Title to the Equipment shall at all times remain with Med One Capital Funding LLC. If we fail to make a required rental payment under this agreement, you (or your assignee) shall have the right to immediate repossession of the Equipment. Med One Capital Funding LLC may file a UCC-1 statement to provide notification of its ownership of the Equipment. We hereby grant to Med One Capital Funding LLC power of attorney to sign and file a UCC-1 with the appropriate agency. We accept responsibility for any loss of or damage to the Equipment as well as responsibility for any taxes, which may be assessed against this Equipment.

USER: Sound Shore Medical Center of Westchester

Print Name

Nick D'Addesio

Title

VP operations

Signature

Nick D'Addesio

Date

8/23/07

Please sign and fax to Sandy Green at Fax(801) 566-7049

EXHIBIT B

Account History Report

Sequence Number 1000051-2
 Customer Name Sound Shore Medical Center
 CMS Number CMS000458
 Account Number 2000112

Inception Date 07/28/2007
 Frequency Monthly
 Phone (914) 664-8000
 Fax (914) 664-6405
 Email

Receivable Type	Invoice Number	Check Number	Pay#	Due Date	Receivable Amount	Tax Amount	Received Date	Receivable Paid	Tax Paid	Receivable Balance	Tax Balance
Lease Rental		2003052	1	07/28/2007	5,965.00	0.00	09/13/2007	5,965.00	0.00	0.00	0.00
Lease Rental		WriteOff	2	08/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	1	09/28/2007	298.25	0.00	02/17/2009	298.25	0.00	0.00	0.00
Lease Rental		WriteOff	3	09/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	2	10/28/2007	298.25	0.00	02/17/2009	298.25	0.00	0.00	0.00
Lease Rental		WriteOff	4	10/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Lease Rental		WriteOff	5	11/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	3	12/28/2007	596.50	0.00	02/17/2009	596.50	0.00	0.00	0.00
Lease Rental		WriteOff	6	12/28/2007	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Lease Rental		WriteOff	7	01/28/2008	5,965.00	0.00	02/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	4	02/28/2008	596.50	0.00	02/17/2009	596.50	0.00	0.00	0.00
Lease Rental		WriteOff	8	02/28/2008	5,965.00	0.00	04/20/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	5	03/28/2008	298.25	0.00	04/20/2009	298.25	0.00	0.00	0.00
Lease Rental		WriteOff	9	03/28/2008	5,965.00	0.00	04/20/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	6	04/28/2008	298.25	0.00	04/20/2009	298.25	0.00	0.00	0.00
Lease Rental		WriteOff	10	04/28/2008	5,965.00	0.00	05/26/2009	5,965.00	0.00	0.00	0.00
Late Fee		WriteOff	7	05/28/2008	298.25	0.00	06/08/2009	298.25	0.00	0.00	0.00
Lease Rental		WriteOff	11	05/28/2008	5,965.00	0.00	06/08/2009	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	8	06/28/2008	298.25	0.00	03/15/2013	298.25	0.00	0.00	0.00
Lease Rental		ReverseChrg	12	06/28/2008	5,965.00	0.00	08/15/2008	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	9	07/28/2008	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		ReverseChrg	13	07/28/2008	5,965.00	0.00	09/11/2008	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	10	08/28/2008	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		ReverseChrg	14	08/28/2008	5,965.00	0.00	10/10/2008	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	11	09/28/2008	298.25	0.00		0.00	0.00	298.25	0.00
Lease Rental		ReverseChrg	15	09/28/2008	5,965.00	0.00	11/24/2008	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	12	10/28/2008	298.25	0.00	06/25/2009	298.25	0.00	0.00	0.00
Lease Rental		ReverseChrg	16	10/28/2008	5,965.00	0.00	06/25/2009	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	13	11/28/2008	298.25	0.00	07/27/2009	298.25	0.00	0.00	0.00
Lease Rental		ReverseChrg	17	11/28/2008	5,965.00	0.00	12/23/2008	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	14	12/28/2008	298.25	0.00	07/17/2009	298.25	0.00	0.00	0.00
Lease Rental		ReverseChrg	18	12/28/2008	5,965.00	0.00	07/17/2009	5,965.00	0.00	0.00	0.00
Late Fee		ReverseChrg	19	01/28/2009	5,965.00	0.00	07/27/2009	5,965.00	0.00	0.00	0.00

Late Fee	7008259	15	02/28/2009	298.25	0.00	05/05/2009	298.25	0.00	0.00	0.00
Lease Rental	7008259	20	02/28/2009	5,965.00	0.00	05/05/2009	5,965.00	0.00	0.00	0.00
Late Fee		16	03/28/2009	298.25	0.00			0.00	298.25	0.00
Lease Rental	7010365	21	03/28/2009	5,965.00	0.00	08/31/2009	5,965.00	0.00	0.00	0.00
Late Fee	7010945	17	04/28/2009	298.25	0.00	09/08/2009	298.25	0.00	0.00	0.00
Lease Rental	7010945	22	04/28/2009	5,965.00	0.00	09/08/2009	5,965.00	0.00	0.00	0.00
Late Fee	7010945	18	05/28/2009	298.25	0.00	09/08/2009	298.25	0.00	0.00	0.00
Lease Rental	7011143	23	05/28/2009	5,965.00	0.00	09/28/2009	5,965.00	0.00	0.00	0.00
Late Fee	7011143	19	06/28/2009	298.25	0.00	09/28/2009	298.25	0.00	0.00	0.00
Lease Rental	7011543	24	06/28/2009	5,965.00	0.00	09/28/2009	5,965.00	0.00	0.00	0.00
Late Fee	7011908	20	07/28/2009	298.25	0.00	11/03/2009	298.25	0.00	0.00	0.00
Lease Rental	7011908	25	07/28/2009	5,965.00	0.00	11/03/2009	5,965.00	0.00	0.00	0.00
Late Fee		21	08/28/2009	298.25	0.00			0.00	298.25	0.00
Lease Rental	7013529	26	08/28/2009	5,965.00	0.00	01/26/2010	5,965.00	0.00	0.00	0.00
Late Fee	7012255	22	09/28/2009	298.25	0.00	01/04/2010	298.25	0.00	0.00	0.00
Lease Rental	7012255	27	09/28/2009	5,965.00	0.00	01/04/2010	5,965.00	0.00	0.00	0.00
Late Fee		23	10/28/2009	298.25	0.00			0.00	298.25	0.00
Lease Rental	7014008	28	10/28/2009	5,965.00	0.00	02/10/2010	5,965.00	0.00	0.00	0.00
Late Fee		24	11/28/2009	298.25	0.00			0.00	298.25	0.00
Lease Rental	7014336	29	11/28/2009	5,965.00	0.00	02/10/2010	5,965.00	0.00	0.00	0.00
Late Fee		25	12/28/2009	298.25	0.00			0.00	298.25	0.00
Lease Rental	7014658	30	12/28/2009	5,965.00	0.00	03/05/2010	5,965.00	0.00	0.00	0.00
Late Fee		26	01/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	7015336	31	01/28/2010	5,965.00	0.00	05/07/2010	5,965.00	0.00	0.00	0.00
Late Fee		27	02/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	7016577	32	02/28/2010	5,965.00	0.00	07/02/2010	5,965.00	0.00	0.00	0.00
Late Fee		28	03/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	7019788	33	03/28/2010	5,965.00	0.00	11/16/2010	5,965.00	0.00	0.00	0.00
Late Fee		29	04/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	7019788	34	04/28/2010	5,965.00	0.00	11/16/2010	5,965.00	0.00	0.00	0.00
Late Fee	7021061	30	05/13/2010	298.25	0.00	01/25/2011	298.25	0.00	0.00	0.00
Lease Rental	5001240	35	05/28/2010	5,965.00	0.00	01/10/2011	5,965.00	0.00	0.00	0.00
Late Fee	7021061	31	06/28/2010	298.25	0.00	01/25/2011	298.25	0.00	0.00	0.00
Lease Rental	5001243	36	06/28/2010	5,965.00	0.00	01/17/2011	5,965.00	0.00	0.00	0.00
Late Fee	7021061	32	07/28/2010	298.25	0.00	01/25/2011	298.25	0.00	0.00	0.00
Lease Rental	7021061	37	07/28/2010	5,965.00	0.00	01/25/2011	5,965.00	0.00	0.00	0.00
Late Fee		33	08/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	L091212w	38	08/28/2010	5,965.00	0.00	09/12/2012	5,965.00	0.00	0.00	0.00
Late Fee		34	09/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	7021884	39	09/28/2010	5,965.00	0.00	03/15/2011	5,965.00	0.00	0.00	0.00
Late Fee		35	10/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	7022451	40	10/28/2010	5,965.00	0.00	04/25/2011	5,965.00	0.00	0.00	0.00
Late Fee		36	11/25/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	5001311	41	11/28/2010	5,965.00	0.00	04/29/2011	5,965.00	0.00	0.00	0.00
Late Fee		37	12/28/2010	298.25	0.00			0.00	298.25	0.00
Lease Rental	5001311	42	12/28/2010	5,965.00	0.00	04/29/2011	5,965.00	0.00	0.00	0.00

Late Fee			38	01/28/2011	298.25	0.00		0.00	298.25	0.00
Lease Rental	5001314		43	01/28/2011	5,965.00	0.00	05/02/2011	5,965.00	0.00	0.00
Late Fee			39	02/16/2011	298.25	0.00		0.00	298.25	0.00
Lease Rental	5001327		44	02/28/2011	5,965.00	0.00	05/20/2011	5,965.00	0.00	0.00
Late Fee	5001338		40	03/28/2011	298.25	0.00	06/06/2011	298.25	0.00	0.00
Lease Rental	5001338		45	03/28/2011	5,965.00	0.00	06/06/2011	5,965.00	0.00	0.00
Late Fee			41	04/15/2011	298.25	0.00		0.00	298.25	0.00
Lease Rental	5001510		46	04/28/2011	5,965.00	0.00	01/19/2012	5,965.00	0.00	0.00
Lease Rental	7029794		47	05/28/2011	5,965.00	0.00	05/21/2012	5,965.00	0.00	0.00
Late Fee			42	06/28/2011	596.50	0.00		0.00	596.50	0.00
Lease Rental	5001354		48	06/28/2011	5,965.00	0.00	06/22/2011	5,965.00	0.00	0.00
Late Fee			43	07/28/2011	298.25	0.00		0.00	298.25	0.00
Lease Rental	7026788		49	07/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00
Lease Rental	7026788		50	08/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00
Late Fee			44	09/28/2011	298.25	0.00		0.00	298.25	0.00
Lease Rental	7026788		51	09/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00
Late Fee			45	10/28/2011	298.25	0.00		0.00	298.25	0.00
Lease Rental	7026788		52	10/28/2011	5,965.00	0.00	11/28/2011	5,965.00	0.00	0.00
Late Fee			46	11/28/2011	298.25	0.00		0.00	298.25	0.00
Lease Rental	L092112x		53	11/28/2011	5,965.00	0.00	09/21/2012	5,965.00	0.00	0.00
Lease Rental	5001509		54	12/28/2011	5,965.00	0.00	01/19/2012	5,965.00	0.00	0.00
Late Fee			47	01/28/2012	298.25	0.00		0.00	298.25	0.00
Lease Rental	L092112x		55	01/28/2012	5,965.00	0.00	09/21/2012	910.25	0.00	5,054.75
Late Fee			48	03/28/2012	298.25	0.00		0.00	298.25	0.00
Late Fee			49	04/28/2012	298.25	0.00		0.00	298.25	0.00
Late Fee			50	05/28/2012	298.25	0.00		0.00	298.25	0.00
Late Fee			51	06/28/2012	298.25	0.00		0.00	298.25	0.00
Late Fee			52	07/28/2012	298.25	0.00		0.00	298.25	0.00
Late Fee			53	08/28/2012	298.25	0.00		0.00	298.25	0.00
Lease Rental			56	02/28/2012	5,965.00	0.00		0.00	5,965.00	0.00
Lease Rental			57	03/28/2012	5,965.00	0.00		0.00	5,965.00	0.00
Lease Rental			58	04/28/2012	5,965.00	0.00		0.00	5,965.00	0.00
Lease Rental			59	05/28/2012	5,965.00	0.00		0.00	5,965.00	0.00
Lease Rental			60	06/28/2012	5,965.00	0.00		0.00	5,965.00	0.00
					374,602.00	0.00		329,880.00	0.00	44,722.00
										0.00

KLESTADT & WINTERS, LLP
John E. Jureller, Jr.
570 Seventh Avenue, 17th Floor
New York, NY 10018
Tel. (212) 972-3000
Fax. (212) 972-2245

Attorneys for Med One Capital Funding, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: : Chapter 11
: :
SOUND SHORE MEDICAL CENTER OF : Case No. 13-22840 (RDD)
WESTCHESTER, *et al.*, : (Jointly Consolidated)
: :
Debtors. :

CERTIFICATE OF SERVICE

John E. Jureller, Jr., being duly sworn, hereby certifies:

1. I am over the age of 18, am not a party to this action, and am a partner of Klestadt & Winters, LLP, 570 Seventh Avenue, 17th Floor, New York, New York, 10018.
2. On 4th day of November, 2013, I served copies of Med One Capital Funding, LLC's Limited Objection of Notice of Rejection of Certain Executory Contracts under Sale Order, by electronic mail and via Federal Express Overnight Mail, upon all parties listed on the attached **Service List**.

Dated: November 4, 2013

/s/John E. Jureller, Jr.
John E. Jureller, Jr.

SERVICE LIST

Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021
Attn: Burton S. Weston, Esq.
Afsheen A. Shah, Esq.
Adam T. Berkowitz, Esq.
Attorneys for Debtors

Alston & Bird, LLP
90 Park Avenue
New York, NY 10016
Attn: Martin G. Bunin, Esq.
Attorneys for Official Committee of Unsecured Creditors

MidCap Financial, LLC
7255 Woodmont Avenue
Suite 200
Bethesda, MD 20814
Attn: Lisa J. Lenderman, Esq.
Deputy General Counsel
Counsel to Debtors' Prepetition Lenders

Togut, Segal & Segal
One Penn Plaza
New York, NY 10019
Attn: Frank Oswald, Esq.
Scott Griffin, Esq.
Attorneys for Montefiore Medical Center

Office of the United States Trustee
33 Whitehall Street
New York, NY 10004
Attn: Susan Golden, Esq.