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PHILLIPS LYTLE LLP

Angela Z. Miller, Esq. Nickolas Karavolas, Esq. The New York Times Building 620 Eighth Avenue, 23rd Floor New York, New York 10018 Hearing Date: December 2, 2013 Hearing Time: 10:00 a.m. (ET)

Attorneys for Siemens Financial Services, Inc.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, *et al.*, Case No.: 13-22840 (RDD)

(Jointly Administered)

Debtors.

NOTICE OF HEARING ON MOTION OF SIEMENS FINANCIAL SERVICES, INC. TO (I) COMPEL POST-PETITION PAYMENTS UNDER LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, AND (II) FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO SECTION 362 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that, upon the motion of Siemens Financial Services, Inc.

("SFS") dated November 4, 2013 (the "Motion") requesting the entry of an order (i) compelling

the above-captioned debtors (the "Debtors") to make post-petition payments under certain leases

with SFS; and (ii) for relief from the automatic stay pursuant to section 362 of title 11 of the

United States Code, and the Declaration of Joseph Altieri in Support of Motion dated

November 1, 2013 ("Declaration"), a hearing to consider the Motion will be held before the

Honorable Judge Robert D. Drain, United States Bankruptcy Court, Southern District of

New York, 300 Quarropas Street, White Plains, New York 10601-4140 (the "Bankruptcy

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Court"), at Courtroom 118, on December 2, 2013, at 10:00 a.m. (Eastern Time) or as soon thereafter as counsel may be heard, for an order approving the Motion.

PLEASE TAKE FURTHER NOTICE that any objections or responses to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Rules of the Bankruptcy Court, all General Orders, and the Final Order Establishing Case Management Procedures dated July 1, 2013 [Dkt. No. 143] ("Case Management Order"), and shall be electronically filed with the Bankruptcy Court, with a hard copy provided to the Clerk's Office at the Bankruptcy Court for delivery to the Chambers of the Honorable Robert D. Drain; and be served so as to be actually received by no later than **November 22, 2013 at 4:00 p.m. (Eastern Time)** (the "Objection Deadline"), by Phillips Lytle LLP, as Counsel to SFS, The New York Times Building, 620 Eighth Avenue, 23rd Floor, New York, New York 10018 (Attn: Nickolas Karavolas, Esq.).

PLEASE TAKE FURTHER NOTICE that this Notice is being served on all parties required pursuant to the Case Management Order and Bankruptcy Rule 4001. Copies of the Motion and Declaration filed in connection therewith can be obtained by request to SFS' undersigned counsel. In addition to the Notice, the Motion and Declaration are being served upon the Master Service List as defined in the Case Management Order.

PLEASE TAKE FURTHER NOTICE that if no objections or responses are timely filed and served with respect to the Motion, SFS may, on or after the Objection Deadline, submit to the Bankruptcy Court an order which may be entered with no further notice or opportunity to be heard offered to any party.

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Dated: New York, New York November 4, 2013

PHILLIPS LYTLE LLP

By: /s/ Nickolas Karavolas Nickolas Karavolas, Esq. Angela Z. Miller, Esq. The New York Times Building 620 Eighth Avenue, 23rd Floor New York, New York 10018 Telephone: (212) 759-4888

Attorneys for Siemens Financial Services, Inc.

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PHILLIPS LYTLE LLP

Angela Z. Miller, Esq. Nickolas Karavolas, Esq. The New York Times Building 620 Eighth Avenue, 23rd Floor New York, New York 10018

Attorneys for Siemens Financial Services, Inc.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

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

Case No.: 13-22840 (RDD)

(Jointly Administered)

Debtors.

MOTION OF SIEMENS FINANCIAL SERVICES, INC. (I) TO COMPEL POST-PETITION PAYMENTS UNDER LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AND (II) FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO SECTION 362 OF THE <u>BANKRUPTCY CODE</u>

Siemens Financial Services, Inc. ("SFS"), through and by its undersigned attorneys,

Phillips Lytle LLP, hereby submits this motion (i) to compel post-petition payments under

leases; and (ii) for relief from the automatic stay (the "Motion") and Declaration of Joseph

Altieri in Support of Motion ("Declaration"). In support of the Motion, SFS respectfully

represents as follows:

Hearing Date: December 2, 2013 Hearing Time: 10:00 a.m. (ET)

BACKGROUND

A. The Sound Shore Leases

1. Siemens Medical Solutions USA, Inc. ("SMS") and Sound Shore Medical Center of Westchester, one of the above-captioned debtors ("Sound Shore," and collectively with its affiliated debtors, the "Debtors"), entered into a Master Equipment Lease Agreement dated November 2, 2006 (the "Sound Shore Master Lease") whereby SMS, as lessor, agreed to lease to Sound Shore, from time to time, certain medical equipment, as requested by Sound Shore in the operation of its business. Section 14 of the Sound Shore Master Lease provided SMS with the right to assign or transfer all or any of its interest in the lease or the leased equipment without any notice to Sound Shore.

2. Section 9(a) of the Sound Shore Master Lease provides that "failure by [Sound Shore] to pay any amounts under the Lease when due and such remains unremedied for a period of ten (10) days from the due date" shall constitute a default by the Debtor under the Sound Shore Leases (defined below).

3. Section 9(b) of the Sound Shore Master Lease provides that "[u]pon any Default, [SMS] may exercise any one or more of the [enumerated] remedies," which includes, among other remedies: (i) cancellation or termination of the Sound Shore Leases; (ii) securing of peaceable repossession and removal of any leased equipment; (iii) demanding Sound Shore to return the leased equipment; (iv) sale, lease or other disposition of the equipment at a public or private sale without advertisement or notice except that required by law; (v) exercising any other right or remedy available to SMS under the Uniform Commercial Code or any other applicable law.

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4. On or around October 29, 2008, pursuant to the Sound Shore Master Lease, SMS and Sound Shore entered into two lease schedules ("Sound Shore Schedules" and collectively with the Sound Shore Master Lease, the "Sound Shore Leases") whereby SMS agreed to lease to Sound Shore certain specific medical equipment described therein (the "Sound Shore Equipment") for a period of sixty (60) months for a total aggregate monthly lease payment from Sound Shore to SMS of \$6,997.67 per month. True and accurate copies of the Sound Shore Leases are included as exhibits to SFS's timely filed proof of claim attached as Exhibit A to the Declaration.

5. Thereafter, SMS and SFS entered into an Assignment and Bill of Sale dated June 25, 2010 whereby SMS sold, assigned, transferred and set over to SFS all of its right, title and interest under certain existing contracts of SMS, including the Sound Shore Leases.

B. The Mount Vernon Leases

6. SMS and The Mount Vernon Hospital, another of the Debtors ("Mount Vernon"), entered into a Master Equipment Lease Agreement dated October 6, 2004 (the "Mount Vernon Master Lease"), whereby SMS, as lessor, agreed to lease to Mount Vernon, from time to time, certain medical equipment, as requested by Mount Vernon in the operation of its business.

7. Section 14 of the Mount Vernon Master Lease provides SMS with the right to assign or transfer all or any of its interest in the lease or the leased equipment without any notice to Mount Vernon.

8. Section 9(a) of the Mount Vernon Master Lease provides that "failure by [Mount Vernon] to pay any amounts under the Lease when due and such remains unremedied for a

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period of ten (10) days from the due date" shall constitute a default by the Debtor under the Mount Vernon Leases (as defined below).

9. Section 9(b) of the Mount Vernon Master Lease provides that "[u]pon any Default, [SMS] may exercise any one or more of the [enumerated] remedies," which includes, among other remedies: (i) cancellation or termination of the Mount Vernon Leases; (ii) securing of peaceable repossession and removal of any leased equipment; (iii) demanding Mount Vernon to return the leased equipment; (iv) sale, lease or other disposition of the equipment at a public or private sale without advertisement or notice except that required by law; (v) exercising any other right or remedy available to SMS under the Uniform Commercial Code or any other applicable law. In addition, Sections 9(c) and 9(d) of the Mount Vernon Master Lease provide for, among additional remedies, acceleration of any and all lease payments due upon any event of default.

10. Pursuant to the Mount Vernon Master Lease, SMS and Mount Vernon subsequently entered into three lease schedules ("Mount Vernon Schedules" and collectively with the Mount Vernon Master Lease, the "Mount Vernon Leases", and together with the Sound Shore Leases, the "Leases") whereby SMS agreed to lease to Mount Vernon certain specified medical equipment described therein (the "Mount Vernon Equipment," and together with the Sound Shore Equipment, the "Equipment") for a period of either fifty-seven (57) or sixty (60) months for a total aggregate monthly lease payment from Mount Vernon to SMS of \$30,700.02 per month. True and accurate copies of the Mount Vernon Leases are included as exhibits to SFS's timely filed proof of claim attached to the Declaration as Exhibit B.

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11. Thereafter, SMS and SFS entered into three separate Assignment and Bill of Sale agreements whereby SMS individually sold, assigned, transferred and set over to SFS all of its right, title and interest under the Mount Vernon Leases.

C. These Bankruptcy Cases

12. On May 29, 2013 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "**Court**").

13. As of the Petition Date, the Sound Shore Leases were in effect, and they remained in effect post-petition. In addition, one of the Mount Vernon Leases was in effect as of the Petition Date, while the term of two Leases expired prior to the Petition Date. The Debtors have continued to use the Mount Vernon Equipment as provided for in the Mount Vernon Leases, as month-to-month leases.

14. By order entered on May 31, 2013 [Dkt. No. 35], the Court consolidated the Debtors' cases, for procedural purposes only, providing for the joint administration of the Debtors' cases.

15. The Debtors remain in possession of their assets and continue to manage their businesses as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

16. On June 25, 2013, the Court entered an Order (A) Scheduling Hearing on Debtors' Motion to Approve Private Sale of the Debtors' Real Estate and Designated Personal Property Assets, and (B) Conditionally Approving a Break-Up Fee and Expense Reimbursement (the "Scheduling Order") [Dkt. No. 119]. The Scheduling Order provides for the Debtors to, among other things: (i) file a schedule (the "Assignment Schedule") of contracts they wish to

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assume and assign pursuant to section 365 of the Bankruptcy Code (the "Assigned Contracts") no later than sixty (60) days prior to the closing of the private sale of certain of the Debtors' assets; and (ii) serve notice of the Assignment Schedule on all counterparties of the Assigned Contracts.

17. On August 8, 2013, the Court entered an Order Pursuant to Sections 105(A), 363 and 365 of the Bankruptcy Code Approving Sale of the Debtors Real Property and Designated Personal Property Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests (the "Sale Order") [Dkt. No. 259]. The Sale Order provided the Debtors authority to assume and assign executory contracts pursuant to the procedures set forth in the Scheduling Order, preserving the rights of the contract counterparties to object.

18. On October 18, 2013, the Debtors filed a Notice of Filing Schedule of Executory Contracts and Unexpired Leases for to Either Assumed and Assigned or to be Rejected Pursuant to the Sale Order (the "Assumption and Rejection Notice") [Dkt. No. 390]. Exhibit B to the Assumption and Rejection Notice contains a list of executory contracts and unexpired leases which are to be rejected by the Debtors. The Leases are all listed on Exhibit B to the Assumption and Rejection Notice.

19. Upon information and belief, the Debtors continue to use the Equipment and generate revenue therefrom to the benefit of the Debtors' estates.

20. After the Petition Date, the Debtors have not made payments to SFS as required under any of the Leases.

21. Regarding the Sound Shore Leases, the Debtors are required to make monthly post-petition lease payments in the amount of \$6,997.67, beginning June, 2013 and continuing

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each month thereafter up to and including October, 2013. The Debtors have not made any postpetition payments to SFS with respect to the Sound Shore Leases and, as such, SFS has a postpetition administrative expense claim in the amount of \$34,988.35 ("**Sound Shore Post-Petition Claim**").

22. With respect to the Mount Vernon Leases, the Debtors are required to make monthly post-petition lease payments in the amount of \$30,700.02 starting in June, 2013 and continuing each month thereafter up to and including October, 2013. The Debtors have not made the September 2013 or October 2013 payments with respect to the Mount Vernon Leases and, as such, SFS has a post-petition administrative expense claim in the amount of \$61,400.04

("Mount Vernon Post-Petition Claim").

23. Therefore, as of the date of this Motion, SFS has a total post-petition administrative expense claim in the amount of \$96,388.39 (\$34,988.35 plus \$61,400.04) plus fees and expenses, plus monthly post-petition payments of \$37,697.69 per month until the expiration of the Leases (collectively, the "SFS Post-Petition Claim").

ARGUMENT

I. The Debtors Are Required To Make Post-Petition Lease Payments

24. Section 363(e) of the Bankruptcy Code requires a court to "prohibit or condition" the use, sale or lease of personal property subject to an unexpired lease "with or without a hearing" to the extent "necessary to provide adequate protection" of the lessor's interest in the leased personal property. *See* 11 U.S.C. § 363(e).

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25. "Section 363(e) is not permissive or discretionary - it states that the court 'shall' grant the relief specified, at any time, or request of the secured entity." *In re Metromedia Fiber Network, Inc.*, 290 B.R. 487, 491 (Bankr. S.D.N.Y. 2003).

26. Here, the Debtors have failed to make post-petition payments to SFS under the Leases. Such failure constitutes acts of default under the Leases which entitle SFS to terminate the Leases and/or sell off the Equipment.

27. SFS is prejudiced by the Debtors' continued use of the Equipment without compensating SFS for the use thereof in accordance with the provisions of the Leases.

 In addition, SFS is prejudiced because the Equipment has depreciated in value since the Petition Date.

29. There is no indication that the Debtors intend to honor the payment obligations under the Leases, meanwhile SFS continuously performs its obligations thereunder.

30. In order to protect SFS's interest in the Equipment during the period of the Debtors' continued use of the Equipment, SFS requests that the Court allow the SFS Post-Petition Claim, direct the Debtors to immediately pay the SFS Post-Petition Claim, and resume

making regular payments to SFS under the Leases.

31. Further, section 365(d)(5) of the Bankruptcy Code provides as follows:

The trustee shall timely perform all of the obligations of the debtor, except those specific in section 365(b)(2), first arising from or after 60 days after the order for relief in a case under chapter 11 of this title under an unexpired lease of personal property (other than personal property leased to an individual primarily for personal, family, or household purposes), until such lease is assumed or rejected notwithstanding section 503(b)(1) of this title, unless the court, after notice and a hearing and based on the equities of the case, orders otherwise with respect to the obligations or timely performance

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thereof. This section shall not be deemed to alter the trustee's obligations under the provisions of subsection (b) or (f). Acceptance of any such performance does not constitute waiver or relinquishment of the lessor's rights under such lease or under this title.

11 U.S.C. § 365(d)(5).

32. It is indisputable that the plain language of section 365(d)(5) of the Bankruptcy Code places the obligation on the Debtors to make post-petition payments under the Leases until the time the lease is either rejected or assumed and assigned. *See Giant Eagle, Inc. v. Phar-Mor, Inc.*, 528 F.3d 455, 466 (6th Cir. 2008). As of the date of this Motion, the Debtors have not made required post-petition payments under the Leases.

33. The purpose of section 365(d)(5) is "to make it easier for lessors of personal property to recover post-petition lease payments before the debtor in possession assumes or rejects the lease." *In re Pettingill Enters., Inc.*, 486 B.R. 524, 531 (Bankr. D. N.M. 2013). "Section 365(d)(5) represents a Congressional determination that lessors of non-consumer personal property should receive current 'payments and the performance of all other obligations that initially become due more than 60 days after the order for relief." *In re Stone Barn Manhattan*, 405 B.R. 68, 76 (Bankr. S.D.N.Y. 2009).

34. While section 365(d)(5) of the Bankruptcy Code allows a court to issue an order, upon a showing by the Debtors, that the "equities in the case" warrant modification of the requirements of section 365(d)(5), the Debtors have yet to attempt to make such a showing and no such order has been issued by the Court to date. It is therefore appropriate for the Court to require the Debtors to timely perform their obligations under the Leases, even in the event the Debtors subsequently challenge the requirement to perform such obligations based on equitable

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principles. See In re Elder-Beerman Stores Corp., 201 B.R. 759, 764-65 (Bankr. S.D. Ohio 1996).

35. Further, by operating notwithstanding section 503(b)(1) of the Bankruptcy Code, section 365(d)(5) is clear that SFS is afforded administrative priority for any post-petition claims arising from the Leases without the need to demonstrate that the Leases benefitted the Debtors' estates. *In re Synergy Joint Venture*, *LLC*, No. 10-62766, 2011 WL 2581756 at *1 (Bankr. D. Or. June 29, 2011); *see also In re Lakeshore Constr. Co. of Wolfeboro, Inc.*, 390 B.R. 751, 756 (Bankr. D. N.H. 2008) ("[P]ersonal property lessors may assert administrative claims under section 365(d)(5) based upon the terms of the lease and not the benefit to the bankruptcy estate"); *In re Wyo. Sand and Stone Co.*, 393 B.R. 359, 361 (Bankr. M.D. Pa. 2008) ("Benefit to the estate is not an issue under section 365(d)(5), and, in the absence of intervening action by the Debtor, the obligation to perform the lease remains").

36. In any event, the non-debtor party to an unexpired lease may, however, resort to either section 365(d)(5) or section 503(b)(1) of the Bankruptcy Code to assert administrative claims against a debtor for lease payments due after the filing of a bankruptcy case. *In re Lakeshore Constr. Co. of Wolfeboro, Inc.*, 390 B.R. at 756.

37. Moreover, with respect to any payments due less than 60 days after the Petition Date, the use of the medical imaging equipment leased by SFS was an "actual and necessary" expense in the operation of the business of the Debtor through the pendency of these cases and thereby conferred a substantial post-petition benefit upon the Debtor as well as the estates of the Debtors.

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38. Therefore, SFS requests that the Court issue an order allowing the SFS Post-Petition Claim and to compel the Debtors to immediately pay the SFS Post-Petition Claim and continue to make payments under the Leases in accordance with sections 363(e) and 365(d)(5) of the Bankruptcy Code.

II. SFS Is Entitled To Relief From The Automatic Stay Pursuant To Section 362(d)

39. Further, the Debtors' failure to make post-petition payments in accordance with its obligations under the Leases entitles SFS to relief from the automatic stay.

40. Section 362(d) of the Bankruptcy Code provides that "[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay ... (1) for cause, including the lack of adequate protection of an interest in property of such party in interest." 11 U.S.C. § 362(d)(1).

41. While the Bankruptcy Code does not define "cause" for purposes of section 362, "cause" has been found to exist for relief from the automatic stay when a debtor fails to make post-petition payments when due under a contract. *See, e.g., In re Oare*, 181 B.R. 16, 18 (Bankr. N.D.N.Y. 1995) (granting an automobile financing company relief from the automatic stay under section 362(d)(1) of the Bankruptcy Code where the debtors failed to make post-petition payments as they became due).

42. The Debtors' failure to make post-petition payments under the Leases constitutes a default under the terms of the Leases. Thus, "cause" exists for the automatic stay to be lifted under section 362(d)(1).

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43. Moreover, this provision applies with the same force when the obligation to make post-petition payments arises additionally by operation of section 365(d)(5) of the Bankruptcy Code. *See In re Sturgis Iron & Metal Co.*, 420 B.R. 716, 744 (Bankr. W.D. Mich. 2009).

44. Therefore, to the extent the Debtors fail to immediately pay the SFS Post-Petition Claim and resume making regular monthly payments due under the Leases, SFS requests that the Court terminate the automatic stay with respect to SFS, permit SFS to exercise all of its rights and remedies under the Leases and under applicable non-bankruptcy law and equity, including, but not limited to, cancellation or termination of the Leases, taking possession of the Equipment, and selling, leasing or otherwise disposing of the Equipment.

RESERVATION OF RIGHTS

45. Nothing in this Motion shall be construed or constitute a waiver of: (i) any rights or remedies conferred upon SFS upon the eventual rejection of the Leases; (ii) any rights SFS may have as a result of filing any proofs of claim in these bankruptcy cases.

NOTICE

46. Notice of this Motion has been provided to all parties required pursuant to the Final Order Establishing Case Management Procedures dated July 1, 2013 [Dkt. No. 143] (the **"Case Management Order"**) and Bankruptcy Rule 4001, and a copy of this Motion and accompanying Declaration have been given to the Master Service List, as defined in the Case Management Order.

NO PRIOR REQUEST

47. SFS has not previously sought the relief requested in the Motion.

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CONCLUSION

WHEREFORE, SFS respectfully requests that the Court enter an order: (i) allowing the SFS Post-Petition Claim; (ii) compelling the Debtors to immediately pay the SFS Post-Petition Claim; (iii) compelling the Debtors to resume making regular monthly payments pursuant to the Leases; (iv) to the extent the Debtors fail to timely do the foregoing, terminating the automatic stay as to SFS to allow SFS to exercise all of its rights and remedies under the Leases and under applicable non-bankruptcy law and equity; and (v) granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York November 4, 2013

PHILLIPS LYTLE LLP

By: /s/ Nickolas Karavolas Nickolas Karavolas, Esq. Angela Z. Miller, Esq. The New York Times Building 620 Eighth Avenue, 23rd Floor New York, New York 10018 Telephone: (212) 759-4888

Attorneys for Siemens Financial Services, Inc.

Doc #05-437371.4

PHILLIPS LYTLE LLP

Angela Z. Miller, Esq. Nickolas Karavolas, Esq. The New York Times Building 620 Eighth Avenue, 23rd Floor New York, New York 10018

Attorneys for Siemens Financial Services, Inc.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, *et al.*, Case No.: 13-22840 (RDD) (Jointly Administered)

Debtors.

DECLARATION OF JOSEPH ALTIERI IN SUPPORT OF MOTION OF SIEMENS FINANCIAL SERVICES, INC. TO (I) COMPEL POST-PETITION PAYMENTS UNDER LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, AND (II) FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO SECTION 362 OF THE BANKRUPTCY CODE

I, Joseph Altieri, declare under penalty of perjury pursuant to 28 U.S.C. § 1746, as

follows:

1. I am Director of Workout at Siemens Financial Services, Inc. ("SFS"). As

such, I am fully familiar with the facts and circumstances stated herein.

2. I make this Declaration dated November 1, 2013 (the "Declaration") in

support of the Motion of Siemens Financial Services, Inc. to (I) Compel Post-Petition Payments

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Under Leases Pursuant to Section 365 of the Bankruptcy Code, and (II) For Relief from the Automatic Stay Pursuant to Section 362 of the Bankruptcy Code.

3. Attached as Exhibit A is a true and correct copy of proof of claim number 416 filed in the Sound Shore Medical Center of Westchester case ("Sound Shore Proof of Claim") which includes, as exhibits, true and correct copies of the Sound Shore Leases.¹

4. Attached as Exhibit B is a true and correct copy of proof of claim number 577 filed in the Mount Vernon Hospital case ("Mount Vernon Proof of Claim") which includes, as exhibits, true and correct copies of the Mount Vernon Leases.

5. Upon information and belief, the Debtors continue to use the Equipment and generate revenue therefrom to the benefit of the Debtors' estates.

6. After the Petition Date, the Debtors have not made payments to SFS as required under any of the Leases.

7. Regarding the Sound Shore Leases, the Debtors are required to make monthly post-petition lease payments in the amount of \$6,997.67, beginning June, 2013 and continuing each month thereafter up to and including October, 2013. The Debtors have not made any post-petition payments to SFS with respect to the Sound Shore Leases and, as such, SFS has a post-petition administrative expense claim in the amount of \$34,988.35 ("Sound Shore Post-Petition Claim").

8. With respect to the Mount Vernon Leases, the Debtors are required to make monthly post-petition lease payments in the amount of \$30,700.02 starting in June, 2013 and continuing each month thereafter up to and including October, 2013. The Debtors have not made the September 2013 or October 2013 payments with respect to the Mount Vernon Leases

 $^{^{1}}$ Capitalized terms not expressly defined herein have the meaning ascribed to them in the Motion.

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and, as such, SFS has a post-petition administrative expense claim in the amount of \$61,400 04 ("Mount Vernon Post-Petition Claim").

9. Therefore, as of the date of this Motion, SFS has a total post-petition administrative expense claim in the amount of \$96,388.39 (\$34,988.35 plus \$61,400.04) plus fees and expenses plus monthly post-petition payments of \$37,697.69 per month until the expiration of the Leases (collectively, the "SFS Post-Petition Claim").

10. SFS has not made any prior motion or application for the relief requested in the Motion to this Court or to any other court and expressly reserves its rights to seek such other relief as it deems appropriate.

Dated: November _____, 2013

Joseph Altieri Director of Workout

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Exhibit A

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B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPT	TCY COURT Southern District	of New York	PROOF OF CLAIM
Name of Debtor:		Case Number:	
Sound Shore Medical Center of	of Westchester	13-22840 (RDD)	
(In re: Sound Shore Medical C	enter of Westchester, et al.)	Jointly Administered	
NOTE: Do not use this form to make a may file a request for pay			
Name of Creditor (the person or other er Siemens Financial Services, In	ntity to whom the debtor owes money or proper IC.	rty):	COURT USE ONLY
Name and address where notices should be sent: Siemens Financial Services, Inc. (Attn: Joseph Altieri, Director of Workout) 170 Wood Ave. South, 7th Floor Iselin, NJ 08830			Check this box if this claim amends a previously filed claim.
Telephone number: (732) 590-6645 email: joseph.altieri@siemens.com			(<i>If known</i>) Filed on:
Name and address where payment shoul	d be sent (if different from above):		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.
Telephone number:	email:		
1. Amount of Claim as of Date Case F	illed: \$ 94	,101.65	L
If all or part of the claim is secured, com		<u>,</u>	
If all or part of the claim is entitled to pri	•		
Check this box if the claim includes in	nterest or other charges in addition to the princi	ipal amount of the claim. Attach a	statement that itemizes interest or charges.
2. Basis for Claim: Accelerated p (See instruction #2)	ayments due under equipment leases	3	
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account a	s: 3b. Uniform Claim Identifi	er (optional):
	(See instruction #3a)	(See instruction #3b)	
 4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. 			
Nature of property or right of setoff: Describe:	Real Estate Motor Vehicle Other	Basis for perfection:	
Value of Property: \$	-	Amount of Secured Claim:	\$
Annual Interest Rate% □Fixe (when case was filed)	ed or 🗇 Variable	Amount Unsecured:	\$
5. Amount of Claim Entitled to Priorie the priority and state the amount.	ty under 11 U.S.C. § 507 (a). If any part of t	the ciaim falls into one of the follo	wing categories, check the box specifying
Domestic support obligations under 1 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	Wages, salaries, or commissions (up earned within 180 days before the case w debtor's business ceased, whichever is ea 11 U.S.C. § 507 (a)(4).	vas filed or the employee bene	fit plan —
\Box Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or househol use - 11 U.S.C. § 507 (a)(7).	 Taxes or penalties owed to government U.S.C. § 507 (a)(8). 	ntal units D Other - Spe applicable para 11 U.S.C. § 507	graph of
*Amounts are subject to adjustment on 4/	/01/16 and every 3 years thereafter with respec	ct to cases commenced on or after th	he date of adjustment.
· · · · · · · · · · · · · · · · · · ·	on this claim has been credited for the purpose		

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statement providing the information required by FRBP 3001(c)(3)(A). If the clair	claim, such as promissory notes, purchase orders, invoices, itemized statements of e case of a claim based on an open-end or revolving consumer credit agreement, a m is secured, box 4 has been completed, and redacted copies of documents providing y the debtor's principal residence, the Mortgage Proof of Claim Attachment is being
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MA	Y BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:	
8. Signature: (See instruction #8)	
Check the appropriate box.	
or their aut	trustee, or the debtor,I am a guarantor, surety, indorser, or other codebtor.horized agent.(See Bankruptcy Rule 3005.)uptcy Rule 3004.)
I declare under penalty of perjury that the information provided in this claim is true	e and correct to the best of my knowledge, information, and reasonable belief.
Print Name: Joseph Altieri Title: Director of Workout Company: Siemens Financial Services, Inc. Address and telephone number (if different from notice address above): $70 \mod Ave$ $70 \mod Ave$ South Sth PL $130 - 590 - 6645$ Joseph Altieri Telephone number: email	Maltier 8/29/73 (Signature) (Date)
Penalty for presenting fraudulent claim: Fine of up to \$500,000 of	r imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
The instructions and definitions below are general explanations of the law. In exceptions to these g	PROOF OF CLAIM FORM certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, general rules may apply. d in Proof of Claim form
Court, Name of Debtor, and Case Number: Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice. Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the	 claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim. 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a). If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.
 notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptey Procedure (FRBP) 2002(g). 1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the bankruptey filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim. 2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim. 	 6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. 7. Documents: Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is hased on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.
 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 	8. Date and Signature: The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company Criminal penalties apply for making a false statement on a proof of claim

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Attachment to Proof of Claim of Siemens Financial Services, Inc.

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

In The United States Bankruptcy Court For The Southern District of New York

1. This Proof of Claim arises out of a Master Equipment Lease dated November 2, 2006 (the "Master Lease") by and between Siemens Medical Solutions USA, Inc. ("SMS") and Sound Shore Medical Center of Westchester (the "Debtor"), one of the captioned debtors, whereby SMS, as lessor, agreed to lease to the Debtor, from time to time, certain medical equipment, as requested by the Debtor in the operation of its business. A true and accurate copy of the Master Lease is attached as **Exhibit A**.

2. Section 14 of the Master Lease provides SMS with the right to assign or transfer all or any of its interest in the lease or the leased equipment without any notice to the Debtor.

3. Section 9(a) of the Master Lease provides that "failure by [the Debtor] to pay any amounts under the Lease when due and such remains unremedied for a period of ten (10) days from the due date" shall constitute a default by the Debtor under the Leases (as defined below).

4. Section 9(b) of the Master Lease provides that "[u]pon any Default, [SMS] may exercise any one or more of the [enumerated] remedies," which includes, among other remedies:
(i) cancellation or termination of the Leases (defined below); (ii) securing of peaceable repossession and removal of any leased equipment; (iii) demanding the Debtor to return the leased equipment; (iv) sale, lease or other disposition of the equipment at a public or private sale

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without advertisement or notice except that required by law; (v) exercising any other right or remedy available to SMS under the Uniform Commercial Code or any other applicable law. In addition, Sections 9(c) and 9(d) of the Master Lease provide for, among additional remedies, acceleration of any and all lease payments due upon any event of default.

5. On or around October 29, 2008, SMS and the Debtor entered into two leases (the "Leases," and together with the Master Lease, the "Agreements") whereby SMS agreed to lease to the Debtor certain specific medical equipment described therein for a period of sixty (60) months for a total aggregate monthly lease payment from the Debtor to SMS of \$6,997.67 per month. True and accurate copies of the Leases are attached as Exhibit B.

6. Thereafter, SMS and Siemens Financial Services, Inc. ("Claimant") entered into an Assignment and Bill of Sale dated June 25, 2010 whereby SMS sold, assigned, transferred and set over to Claimant all of its right, title and interest under certain existing contracts of SMS, including the Leases.

7. According to the payment terms of the Leases, the Debtor is required to make monthly lease payments, on the 23rd day of each month of each year, in the aggregate sum of \$6,997.67 per month, until and including November 23, 2013 (the "Termination Date"). As of May 29, 2013 (the "Petition Date"), the Debtor and its affiliated debtors (collectively, the "Debtors") have failed to make any payments to Claimant as required by the Leases.

8. As a result of the failure by the Debtors to make payments as required by the Leases, the remaining sums due under the Leases were made immediately due and payable. In addition, Claimant is entitled the accelerated loss value as provided for in Section 9 of the Master Lease.

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9. Therefore, the Debtor owes Claimant an aggregate amount of \$94,101.65 for failure to make monthly payments under the Leases between the Petition Date and the Termination Date. Accelerated payment default amounts which outline the calculations for balances due under the Leases pursuant to the terms of the Agreements are attached as Exhibit C.

10. Claimant believes that any and all sums owed by Debtor to Claimant under the Leases are entitled to immediate payment under sections 363(e) and 365(d)(5) of the Bankruptcy Code and/or administrative expense claim priority status under section 503(b)(1) of the Bankruptcy Code. Claimant reserves the right to file a motion with the Court seeking administrative expense priority and/or or immediate payment of such sums owed. Nevertheless, this Proof of Claim is being filed, among other reasons, to ensure that any of Claimant's rights and remedies with respect to the Debtors pursuant to the Agreements are fully protected and preserved.

11. The claim set forth in this Proof of Claim is not subject to any valid set-off or counterclaim and such claim is allowable, not subject to subordination and is otherwise unavoidable.

12. Claimant hereby reserves the right to, at any time during these bankruptcy cases, amend or supplement this Proof of Claim in any respect, including without limitation, to adjust the amount of its claim and/or assert that its claim is secured and/or entitled to priority in whole or in part, or to specify and quantify interest, costs, fees, expenses or other charges or claims incurred by Claimant, to file additional proofs of claim for additional claims, to amend this claim to classify some or all of the Debtors' liabilities hereunder as an administrative expense, and to

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seek rejection damages for any executory contracts to which Claimant is a party that are rejected in these bankruptcy cases.

13. This Proof of Claim is being filed under compulsion of the bar date established in these bankruptcy cases and is filed to protect the rights of Claimant, and is not intended as, and shall not be construed as, (a) a waiver or release of any rights of Claimant to have the reference withdrawn in these bankruptcy cases or with respect to any proceeding, controversy, matter or other issue, or to demand and obtain a trial by jury therein; (b) a waiver or release of the right of Claimant to have final orders in non-core matters entered only after de novo review by a district judge; (c) a waiver or release of any rights of Claimant against any other person or other entity liable for any or all of the claims described herein; (d) a waiver of any right of subordination in favor of Claimant of indebtedness or liens held by any other creditors; (e) an election of any remedy waiving or otherwise affecting any other remedy of Claimant; (f) a waiver or release of any additional claims or other rights that Claimant may have in or against any of the debtors, their estates or the property thereof; (g) a waiver or release of any other rights, claims, actions, defenses, set-offs or recoupments to which Claimant is or may be entitled under agreements, in law or in equity; (h) a waiver or release of any right to assert that all of any part of the amounts set forth herein or otherwise due or to come due pursuant to the Leases enjoy or will enjoy administrative expense claim priority or other priority, or that Claimant should be immediately paid any or all of such amounts, pursuant to the Bankruptcy Code or any other applicable law or statute. All of the rights, claims, actions, defenses, set-offs and recoupments described above are hereby reserved.

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14. Nothing contained in this Proof of Claim shall be deemed or construed as a waiver, or other limitation on, any rights or remedies of Claimant under the Agreements, or any other agreement with any of the Debtors, at law, or in equity, all of which rights are expressly reserved.

<u>Exhibit A</u>

Master Lease

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13-22840-rdd Doc 417-3 Filed 11/04/13 Entered 11/04/13 16:48:41 Exhibit A to Altieri Declaration Pg 10 of 30 (SIEMENS MEDICAL SOLUTIONS USA, INC. SIEMENS MASTER EQUIPMENT LEASE AGREEMENT Dated: 11-02-2006 Sound Shore Medical Center of Wesichester LESSEE: LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC. 16 Gulon Pl 186 Wood Avenue South New Rochelle, NY 10801 Iselin, New Jersey 08830 TERMS AND CONDITIONS OF AGREEMENT Payment Period thereafter for the duration of the Lease Term (except that any 1. MASTER LEASE: This Master Equipment Lease Agreement (herein

"Agreement") sels forth the basic terms and conditions upon which Lessor shall lease to Lessee and Lessee shall lease from Lessor items of property specified in leasing schedules (herein "Leasing Schedulos") to be entered into from time to time. Each Lessing Schedule shall incorporate the terms and conditions of the Agreement and shall constitute a lease as to the property specified in such Leasing Schedule (herein "Equipment"). The term "Lease" as used in the Agreement shall mean the applicable Leasing Schedule as incorporating the terms and conditions of the Agreement. The Agreement shell become effective at the time of Lessur's acceptance (by execution hereof) at its New Jersey address set forth above, by an authorized representative of Lessor.

2. TERM AND LEASE PAYMENTS: The lease term of the Equipment shall be for the period specified in the Leasing Schedule (herein "Lease Term"). The Leess Term shall commence upon the commencement date specified in the Leasing Schedule (herein "Commencement Date"). For the Lease Territ, Lessue agrees to pay to Lessor the number of lesse payments specified in the Leasing Schedule, each in the amount specified in the Leasing Schedule (herein "Lease Payments") for the payment penods specified in the Leasing Schodule (herein "Payment Penods"), including any Advance Lease Paymenis specified in the Leasing Schedule, with the first Lease Payment being due on the data set forth on the Leasing Schedule ("First Regular Payment Date"), and the remaining Lease Payments on the same day of each consecutive

Lease Payment due on a date that does not exist in a particular month, shall be due on the last dey of such month). (I Interim Rent is applicable, then in addition to the foregoing, for the pariod from the Commencement Date to (but excluding) the first day of the month immediately following the Commencement Date ("Interim Period"), Lessee shall pay to Lessor Interim Rent in the amount set forth in the Leasing Schedule and such amount shall be due and payable on the tenth day following the Commencement Date (and the Stipulated Loss Value Schedule to the Lease, if any, shall be construed so that payment #1 under such schedule shall also include the interim Period). Any Advance Lease Payments (unless otherwise specified in the Leasing Schedule) will be applied upon the effective date of the Lease to the first regular Lease Payment, then to the remaining Lease Payments in reverse order. Lessee agrees to pay on demand, as a late charge, 1.3% per month, limited by the maximum rate parmitted by law, of each overdue amount (including accelerated balances) under the Lease, whether such amount is due prior to or after a Default (as hereinafter defined). All payments provided for in the Lease shall be payable at the office of Lessor set forth above, or at any other place designated by Lassor. The Lasse is a net lease and Lessee shall not be entitled to any abatement of, reduction of, or satoff against Lease Payments for any reason whatsoover. The Lease may not be terminated or canceled for any reason whatsoever, except as expressly provided in the Lease. No amounts under the Lease may be propaid.

(CONTINUED ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as set forth below. Lessee acknowledges that no amendment to any Lessing Schedule or the Agreement shall be effective unless in writing signed by the parties hereto.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE AGREEMENT, THAT LESSOR OR ITS REPRESEN-TATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN OR IN THE LEASING SCHEDULE AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE AGREEMENT ON BEHAL OF LESSE BEHALF OF LESSEE.

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LESSOR:	SIEMENS MEDICAL SOLUTIONS USA, INC.
вү:	John P. Boyle
NAME:	John P. Boyle
	SMSterBirector Business Administration
TITLE:	Printed or Typed 0 1 25 07
DATE:	04/15/07

ACCEPTED BY:

3. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDY; LIMITATION OF LIABILITY: Lesses has selected both the Equipment and the supplier (identified in the Leasing Schedule, herein "Supplier") from whom Lessee has requested that Lessor purchase the Equipment. LESSEE AGREES THAT THE EQUIPMENT LEASED UNDER THE LEASE IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE AND THAT LESSEE IS BATISFIED THAT THE SAME IS SUITABLE FOR LESSEE'S PURPOSES, AND THAT EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED HEREIN OR IN THE LEASING SCHEDULE, LESSOR HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. LESSOR DISCLAIMS, AND LESSEE HEREBY EXPRESSLY WAIVES AS TO LESSOR, ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, AND ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT. Nothing cantained in the loragoing disclaimer is intended to diminish the right of the Lessee to exercise all rights and remedies against the Supplier, manufacturer or service provider of the Equipment (including Siemens Medical Solutions USA, Inc. if it is the Supplier, manufacturer or servicer of the Equipment) for all representations, werranties and commilments made by such party, either in (i) any writien purchase agreement or purchase order covaring the Equipment with the Supplier or manufacturer ("Supply Contract"), or (II) any written service contract with a service provider ("Service Contract"); provided, however, that the exercise of any rights against the Supplier, manufacturor and/or service company shall not alter, amend, abrogale, nullify, supersede, suspend, diminish or otherwise affect any of the obligations of Lesses hereunder. IN NO EVENT SHALL LESSOR BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASE OR THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. If the Equipment is not as represented or warranted by the Suppliar, manufacturar and/or service company or is unsatisfactory for any reason. Lesses shall make any claim on account thereof solely against the Supplier, manufacturer and/or service company and shell, nevertheless, pay Lessor all amounts payable under the Lease and shall not set up against Leasee's obligations any such claims as a defense, counterclaim, recoupment, deduction, seloff or otherwise.

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4. TITLE; IDENTIFICATION; PERSONAL PROPERTY; Lessee acknowledges that subject to the provisions of Section 12 of the Leasing Schedule, title to the Equipment shall at all times be vested in Lessor, and no right, title or interest in the Equipment shall pass to Lessee other than, conditioned upon Lessee's compliance with and fulfillment of the terms and conditions of the Lease, the right to possess and use the Equipment for the fult Lease Term. Lessee agrees not to sell, assign, sublet, pledge, or otherwise encumber any Interest in the Lease or the Equipment and agrees to keep the same free from any lien, encumbrance, right of distraint or any other claim which may be assorted by any third party. Lesses shall immediately notify Lessor in writing of any tax or other liens attaching to the Equipment. Lessor may require plates or markings to be affixed to or placed on the Equipment Indicating Lessor's interest. Lessor and Lessee hereby confirm their intent that the Equipment sliways remain and be deemed personal property even though the Equipment may hereafter become attached or affixed to really. Lessee shall obtain all such waivers as Lessor may reasonably require to acknowledge Lessor's title to and assure Lessor's right to remove the Equipment, including any landlord and mortgagee waivers.

5. PAYMENT OF TAXES; GENERAL INDEMNIFICATION: Lesses shall pay promptly to Lessor when due, all taxes, less and assessments, including but not immited to, all license and registration less, sales, use, property, gross receipts, excise, transaction, ad valorem, privilege, intengible, stamp or other taxes or charges, together with any finos, penalties or interest threach (unless such finas, penalties or interest also solely from Lessor's gross negligence or within misconduct) now or hereafter imposed by any governmental body, upon

or with respect to, any of the Equipment or the use, possession, ownership, leasing, operation, delivery or return thereof (excluding, however, franchise taxes and any taxes based on the net income of Lessor). Any fees, taxes or other amounts paid by Lessor upon failure of Lesser to make such payments set torth in this Section 5 shall be payable upon demand from Lesser to Lessor. Lessee egrees to indemnify and hold Lessor (and its essigns) hamiless from and ageinst any and all cleims, tosses, damages, penalties, actions, suits and itabilities (including negligence, tort and strict itability), together with all reasonable legal costs and expenses in connection therewith incurred by Lessor (and its assigns) which result from, or relate to, the manufacture, purchase, ownership, maintonance, modification, delivery, installation, possession, condition, tilling, registration, use, acceptance, rejection, revocation of acceptance, operation or return of the Equipment

8. INSTALLATION AND DELIVERY: Except as may otherwise be provided in any Supply Contract where Stemans Medical Solutions USA, Inc. is the Supplier (I) Lessee shall provide a suitable installation environment for the Equipment as specified in the applicable manufacturer's or Supplier's manuals, and, furnish all labor required for unpacking and placing each flom of Equipment in the desired location and (II) Lessee shall also be responsible for any delivery, rigging, destination and installation charges charged by the manufacturer or Supplier with respect to the Equipment.

7. OPERATION: USE: INSPECTION: For the full Lease Term, Lesses shall operate the Equipment in accordance with all applicable manufacturer and Supplier manuals or instructions by fully qualified and duly authonzed personnal only, in accordance with all applicable laws and regulations. For said Lease Term, Lessee shall properly maintain the Equipment, or cause it to be properly maintained, by a fully qualified service company, and shall immediately notify Lessor in writing of the entity maintaining the Equipment and of any change of such enlity. Such maintenance shall be performed in accordance with all requirements necessary to enforce all product warranty rights. All operating and maintanance costs with respect to the Equipment shall be bome by Lessee. Lessee shall not: (a) use, operate or locate the Equipment in any manner or area so as to cause it to be excluded from coverage by any insurance required under the Lease; (b) abandon the Equipment or, without prior written notice to Lessor, take the Equipment out of use; (c) alter the Equipment; (d) permit the Equipment to be removed from the equipment location specified in the Lessing Schedule (herein "Equipment Location"), or any subsequent location, without the prior written consent of Lessor, which consent shall not be unreasonably withheld; or (a) without the prior written consent of Lessor, affix or install any accessory, equipment or device on any item of Equipment if such (i) is not readily removable, or (ii) will impair the value or the originally intended function or use of such Equipment. All additions, repairs, parts, accessones, equipment and devices attached or affixed to any item of Equipment which are not readily removable, shall become the property of Lessor and part of the Equipment for all purposes hereof. Lessor shall have the right from time to time during normal business hours to enter upon the Equipment Location or elsewhere for the purpose of confirming the existence, condition or proper maintanance of the Equipment.

5. RISK OF LOSS; INSURANCE: (a) As between Lessee and Lessor. Lessee agrees that it shall bear all risk of loss, damage to or destruction of the Equipment (whether occurring prior to, on or after the Commencement Date) unless and until the Equipment is returned to Lessor in accordance with the requirements of the Lease, including, without limitation, Section 11 of the Agreement. Notwithstanding the forgoing, where Siemens Medical Solutions USA, inc. is the supplier, the risk of loss, damage to or destruction of the Equipment shall pass to Lessee upon delivery to the Equipment Location, except as may otherwise be provided in any Supply Contract. Lessee shall give Lessor prompt notice of any damage to or loss of any Equipment or of any occurrence ansing from the possession, use or operation of the Equipment resulting in death or bodily injury, or damage to property in the event of damage to any item(s) of Equipment, Lessee shall wimediately place such item(s) in good repair (with no abatemani of Lease Payments), with the proceeds of any insurance recovery applied to the cost of such repair. Should any item(s) of Equipment become lost, stolen, destroyed, worn out, damaged beyond repair, condemned, confiscated, seized or regulationed (herein "Event

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of Loss"), Lessee shall, at the option of Lessor, either (i) replace the same with like equipment in good repair (with no abatement of Lease Payments) and ensure that Lessor acquires good live to such replacement equipment or execute any documents or instruments requested by Lossor in order to ensure a valid, perfected and enforceable first provity security interest in such replacement equipment, or (ii) in the event Option A of Section 12 of the applicable Leasing Schedule has been selected ("Option A"), pay to Lessor on the lease payment date immediately following such Event of Loss (herein "Loss Payment Date"), the pro rate portion relating to such item(s) of the greater of (A) the remaining Lease Payments for the balance of the Lease Term (calculated as of the Loss Payment Oate), plus Lessor's estimated residual interest in the Equipment, such sum discounted at a per annum rate of five percent (5%), or (8) the supulated loss value of the Equipment as set forth in the schedule to the Lease and made a part thereof t Sipulated Loss Value") calculated for the Payment Period Immediately following the Loss Payment Date: plus in either case all Lease and other payments due but unpaid through the Loss Payment Date relating to such item(s), whereupon the Lease shall terminate as to such item(s) and Lessor shall adjust the remaining Lease Payments and Silpulated Loss Value Schedule accordingly; or if Option B or Option C of Section 12 of the applicable Leasing Schedula has been selected ("Option B" or "Option C", as applicable), pay to Lessor on the lease payment date immediately following such Event of Loss, the pro rate portion relating to such item(s) of the sum of (A) the remaining Lease Payments for the balance of the Lease Term and (B) the purchase option price specified in Option B or Option C, as applicable (herein "Purchase Option Pace"), such sum discounted at the per annum rate implicit in the Lease assuming exercise by Lessee of such purchase option (herein "Lease Rate"), plus any other payments due from Lessee to Lessor with respect to such Item(s), whereupon the Lesse shall terminate as to such item(s) and Lessor shall adjust the remaining Lesse Payments and Purchase Option Price accordingly.

(b) For the full Lease Term, Lessee, et its expense, shall maintain comprehensive general liability insurance and "all risks" property insurance with respect to the Equipment (as primary insurance for Lessee and Lessor), both in such amounts as Lessor shall require, except that such property insurance shall be in an amount at least equal to the full replacement value of the Equipment or, If Option A was selected, the applicable Stipulated Loss Value thereof, if greater; and such insurance shall be placed with carners acceptable to Lessor. The liability insurance policy shall name Lessor (and its successors and assigns) as additional insured and the property insurance policy shall name Lessor (and its successors and assigns) as loss payee to the extent its interest may appear, and both policies shall provide that they may not be canceled or allered without at least thirty (30) days prior written notice to Lessor. Lessee inevocably appoints Lessor its agent and attorneyin-fact for the purpose of adjusting and sattling any property insurance hereunder and endorsing in Lessee's name any instruments or payments received in respect thereof. Lesses shall furnish to Lessor within thirty (30) days (or sooner if requested by Lessor) of delivery of the Equipment, a certificate of insurance that such coverage is in effect, however, Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Lessee in the event that such insurance coverage does not comply with the requirements hereof. If Lessee fails to provide Lessor appropriate evidence of property insurance as required herounder. Lessor shall have the right, but not the obligation, to oblain property insurance covering its interest in the Equipment from an insurer of its choice ("Insurer"), including an affiliate. Lessor may add the costs of acquing and maintaining such insurance and fees for its services in placing and mainlaining such insurance (collectively, "Insurance Charge") to the amounts due from Lessee under the Lesse. Lessee shell pay such insurance Charge In equal installments allocated to the remaining Lease Payments (plus Interest on such allocation at 1.3% per month). In the event that Lessor purchases such insurance, Lessee shall cooperate with Lessor's insurance agent with respect to the placement of insurance and the processing of claims. Nothing in the Lease shall create an insurance relationship of any type between Lessor (including its insurer and agents) and Lessee. Lessee acknowledges that Lessor is not required to secure or maintain any such insurance, and

Lessor shall have no liablility to Lessee if Lessor terminates any insurance coverage arranged hereundor. If Lessor replaces or renews any such insurance coverage, Lessor shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as previously in effect.

DEFAULT AND REMEDIES: (a) Any one or more of the following shall 9. constitute a delault by Lessee under the Lease (herein "Default"): (I) failure by Lessee to pay any amounts under the Lease when due and such remains unremedied for a period of ten (10) days from the due date; or (ii) (A) failure by Lessee to maintain any insurance required under the Lease; or (B) failure by Lessee to comply with any other provisions or perform any of its other obligations arising under the Lease or under any other documents or egreements relating to the Lease, and such remains unramediad by Lessee for a period of twenty (20) days; or (III) any representations or warrantics made or given by Lessee or any guaranter of any of Lessee's obligations under the Lease (herein "Guarantor") in connection with the Lease or the Agreement, or any other document or agreement relating to the Lease or the Agreement (including any applicable guaranty), were false or misleading in a material way when made; or (iv) subjection of the Equipment to lavy or execution or other judicial process which is not or cannot be removed within thirty (30) days from the subjection thereof, or the imposition of any unauthorized lien on or transfer of the Equipment by or through Lessee; or (v) commencement of any insolvency, bankruptcy or similar proceedings by or against Lessee or Guarantor (each, an "Obligor"), including any assignment by an Obligor for the benefit of creditors, and in the case of any such involuntary proceedings, such is not dismissed within thirty (30) days of institution, or the mability of an Obligor to generally pay its debts as they become due, or the appointment of a receiver, trustee or similar official for an Obligor or any of its respective property; or (vi) any material adverse change from the date of the Lessing Schedule in an Obligor's business operations or financial condition, or any act of an Obligor which imperils the value of the Equipment or the prospect of full performance of an Obligor's obligations under the Lease or any applicable guaranty, including but not limited to the liquidation or dissolution of an Obligor or the commencement of any acts relative thereto, or without the prior written consent of Lessor, any sele or other disposition of all or substantially all of the assets of an Obligor, or any merger or consolidation of an Obligor unless such Obligor is the surviving shifty and such Obligor's tangible net worth, after giving effect to such transaction, equats or exceeds that which existed prior Inereto, or the cessation of business by an Obligor; or (vil) a default by an Obligor under any Lease, guaranty or other agreement or note with Lessor, or with any assignee of the Lease, or under any agreement with any other party that in Lessor's sole opinion is a material agreement; or (viu) the death of an Obligor, the withdrawal of any partner of an Obligor if such Obligor is a partnership, or the inability of an Obligor to perform any of its respective obligations contained in the Lesse of in any applicable guaranty.

(b) Upon any Default, Lessor may exercise any one or more of the following remedies (which remedies shall be cumulative to the extent permitted by law): (I) cancel or terminale the Lesse and/or any unfunded commitments or proposals to Lessee, whether related to the Lease or otherwise; (ii) secure peaceable repossession and removal of the Equipment by Lessor or its agent without judicial process; (iii) demand and Lassee shall return the Equipment to Lessor in accordance with Section 11 hereof; (iv) sell, lease or otherwise dispose of the Equipment of public or private sale without advertisement or notice except that required by law, upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (If any such notice is required, Lessor and Lessee agree that 10 days notice shall be deemed to be commarcially reasonable); (v) demand and Lessee shall pay all expenses in connection with the Equipment relating to its retaking, refurbishing, selling, lessing or the like; and (vi) exercise any other right or remedy which may be available to it under the Uniform Commercial Code or any other applicable law.

(c) If Option A has been selected, Lessor may exercise one or more of the following remedies in addition to the remedies set forth in Section 9 (b) above (which remedies shall be cumulative to the extent permitted by law): (i) by notice to Lessee, as tiquidated damages for toss of a bargain and not as a

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(d) II Option B or Option C has been selected, Lessor, in addition to the remedies set (orth in Section 9(b) above, may exercise the following remedy (which remedies shatt be cumulative to the extent permitted by law): Lessor may declare all remaining Leese Payments for the balance of the Lesse Term plus the Purchase Option Price, such sum discounted at the Lesse Rate, plus all other due but unpaid Lesse Payments and all other emounts due under the Lesse (including late charges), immediately due and payable in full, where upon such shall become immediately due and payable.

10. QUIET ENJOYMENT: So long as no Dalault exists, Lessor (and any assignce shall be deemed to have warranted that it) shall not interfere with Lessan's quiet enjoyment of the Equipment.

11. RETURN OF EQUIPMENT; EXTENSION OF TERM: Upon the end of the Lease Term or any extension thereof (unless Leases has purchased the Equipment pursuant to the terms of the Lease), or upon demand of Lessor pursuant to Section 8 hereof. Lessee, at its own risk and expense, shall Immediately return the Equipment to Lessor, free of all llens and encumbrances created by or through Lessoe, da-installed and packed for shipment (by Supplier or a qualified service company) in accordance with manufacturer's specifications, in the same condition and appearance as when received by Lessee (ordinary wear and tear excepted) and in good working order and eligible for manufacturer's maintenance (if available), along with original user manuals and documentation, freight prepaid and insured, to such location within the continental United States as Lessor shall designate. Should Lessee fail to (i) provide timely notice of exercise as provided in Option A or Option B, or (s) provide Lessor, at least 120 but not more than 180 days prior to the proposed return date, with written notice of its election to return the Equipment, or (III) return the Equipment to Lessor in the time and manner provided above, then the Lease Term shall be extended for successive 120 day periods unlil Lessee provides such notice and returns the Equipment to Lessor In accordance herewith, or Lessor terminates the Lease by 10 days written notice to Lossee. In the event the Lease is extended pursuant to the preceding sentence, the periodic Lease Payments and the Supulated Loss Value (If any) in effect prior to the expiration of the Lease Term, and all other provisions of the Loase, shall continue to apply.

12. LESSEE REPRESENTATIONS AND COVENANTS: Lossee represente and covenants that: (a) it is duly and solely organized, validly existing and in good standing under the laws of its state of organization; (b) the execution, delivery and performance by Lessee of the Lease and all other related instruments and documents will not violate any governmental statute or regulation, or conflict with or result in any breach, default or violation of the organizational documents of Lesseo or any judgment, order or decree to which Lessee or its property is subject; (c) the execution, delivery and performance by Lessee of the Lease and all other related instruments and documents have been duly authorized by all necessary organizational action; (d) Lessee shall furnish Lessor with (and cause any Guarantor to furnish) its annual and such interim financial statements as Lessor shall request, cartified and audited (if available), together with officer's cartificates, opinions of counsel, resolutions and such other information and documents as Lessor may reasonably request; (e) financial statements and other related financial information furnished by Lessee upon Lessor's request shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly present, in all material respects, Lossee's financial position and results of its operations as of the dates given on such statements; (I) the Lease and all other related instruments or documents hereunder are enforceable in accordance with their terms, shall be effective against all

creditors of Lossee under arricable taw, including traudulent conveyance and bulk trensfer laws, and shall raise no presumption of fraud; and all information sat lorth on the Leasing Schodule is true and complete; (g) there are no pending or threatened actions or proceedings before any court, administrative agency or other dispute resolution forum that could have a material adverse effect on Lessee, the Lease or any other related instruments or documents or the transactions thereunder, unless such actions have been proviously disclosed to Lessor and consented to in writing by Lessor; (h) the Lease does not evidence a consumer transaction and all Equipment is leased for business purposes only, and not for personal, family or household purposes, and only for its normally intended purpose; (i) sit Equipment is and shall at all times be and remain langible personal property and shall not become a fixture or real property, (j) Lessee shall immediately notify Lessor in writing upon the occurrence of any Default or event which, with the lapse of time or giving of notice, would constitute a Default; and (k) Lessee shall provide Lessor with written notice at least thirty (30) days prior to changing its legal name. address, identity, state of organization, organizational structure, organizational identification number (if applicable) or social security or taxpayer identification number (as applicable). Lessee shall promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the Intent and purpose of the Lease.

13. NOTICES; CHANGES; FILINGS; ACCESS TO BOOKS AND RECORDS: (a) Notices, requests or other communications required under the Lesse to be sent to either party shall be in writing and shall be (i) by United States first class mail, postage prepaid, and addressed to the other party at the address specified above (or to such other address as such party shall have designated by proper notice), (ii) by personal delivery or (iii) by overnight delivery by a nationally recognized courter. Lesses authorizes Lessor to fill in descriptive material in the Lease (including serial numbers) and to correct any patent errors in the Lease. Lessee (i) authorizes Lessor to file (and Lessee shall execute if requested by Lessor) and (ii) irrevocably appoints Lossor its agent and altorney-in-fact to execute in the name of Lessee and file, any Uniform Commercial Code financing statements (including any amendments therato) or similar filings with such authorities and with any filling offices as Lessor may determine are necessary or edviseble to protect Lessor's Interest in the Equipment endlor the Lesse, and Lessee agrees to reimburse Lessor upon demand for all costs incurred with respect thereto and with respect to any lien, tax or other related searches (that Lossor may determine are necessary or advisable) parformed by Lessor (whether phor to or after the date of the Lease) in connection with any Lease transaction.

(b) For a penod of four (4) years from termination of the Lease, Lessor shall make available upon written request of the Secretary of Health and Human Services or upon written request of the Comptroller General or any of their duly suthonzed representatives, the Lease and the books, records and documents of Lessor which are necessary to certify the nature and extent of costs incurred under the Lease, if and solely to the extent that the Social Security Act applies to the Lease. If Lessor carries out any of the duties of the Lease through a subcontract with a value of \$10,000 or more over a 12 month period with a rateted organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract.

 14. ASSIGNMENT: Lessor may assign or transfer all or any interest of Lessor in the Lesse and/or the Equipment without notice to Lessee. UPON ASSIGNMENT LESSEE AGREES TO PAY WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE UNDER THE LEASE AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST ASSIGNEE ANY DEPENSE, COUNTERCLAIM, RECOUPMENT BIL CLAIM OR SETOFF WHICH LESSEE HAS OR MAY HAVE AT ANY TIME Page 4 05

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AGAINST LESSOR FOR ANY REASON WHATSOEVER. Lesses acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under the Lesse nor materially increase the burdens or risks imposed on Lessee. Lessee shall (if requested by Lessor) acknowledge in writing any assignments (including any material lorms of the Lesse) in a form supplied by Lessor. LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THE LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

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15. MISCELLANEOUS: The Lease shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, and permitted successors and assigns. THE PARTIES HERETO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT, LEASE, OR THE TRANSACTION CONTEM-PLATED HEREBY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY LESSOR'S RIGHTS AS DESCRIBED IN THE LEASE, Lessee warves all rights it may have to require Lessor to dispose of or marshall the Equipment or otherwise mitigete its damages hereunder. No weiver of any provision of the Lease shall be effective unless in writing, signed by the party to be charged, and no amandment, supplement or other modification of the Lease shall be effective Unless in writing, signed by each of the parties to the Lesse. No failure to exercise, no delay in exercising, and no single or partial exercise on the part of Lessor of any right, remedy, or power under the Lesse, shall operate as a waiver thereof or preclude Lessor from exercising any other right, remedy or power under the Lease. Any provision of the Lease which is unenforceable in any junsdiction shall, as to such junsdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the Lease. . The Lease, and all related documents, including (a) amendments, addenda, consents, waivers and modifications which may be executed contemporaheously therewith or subsequently thereto, (b) documents received by Lessor from the Lessee, and (o) financial statements, cartificates and other information previously or subasquently furnished to Leason, may be reproduced by Lessor by any photographic, photostatic, microfilm, micro-card, minfature photographic, compact disk reproduction or other similar process and Lassor may desiroy any original document so reproduced. Lessee waives all right to object to the admissibility of such reproduction and stipulates that any such reproduction shall, to the extent permitted by law, be admissible in evidence as the original liself in any judicial or administrative proceeding (whether or not the original itself is in existence and whether or not the reproduction was made by Lessor in the regular course of business) and that any entargement, facsimile or lurther reproduction of the reproduction shall likewise be admissible in evidence. Lessee agrees that the terms and provisions of the Agreement and each Lease shall be considered proprietary information of Lessor, and Lessee shall keep such terms and provisions confidential and shall not disclose such terms and provisions to anyone who is not a party hereto. Lessee understands and acknowledges that any disclosure or misappropriation of any of this confidential information in violation of the foregoing may cause Lessor irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Lessor shall have the right to apply to a court of competent jurisdiction for an order restraining and enjoining any such lutiher disclosure or misapprophalion and for such other relief as Lessor deams appropriate. Such right of Lessor is in addition to the remedies otherwise sysilable to it under this Lease or at law or equity. In the event that Lessor seeks injunctive relief of any provisions of this Leese, then Lessee agrees to warve and hereby does walve any requirements that Lessor post a bond or other security. In consideration of financial accommodations Lessor has extended or may hereafter extend to Lesses under the terms of any lesse, loan, note, agreement or instrument with Lessor previously, now or hereafter executed by Lessee (each, a "Contract" and collectively, the "Contracts"), Lossee agrees that all presently existing and hereafter ecquired personat property of Lessee in which Lessor (or any assignee of Lessor, as provided below) has a security interest shall secure the payment and performance by

Lessee of all of Lessee's obligations to Lessor under the Contracts (including, without limitation, the Lease); provided, however, that any assignee of a Lease shall only be entitled to exercise such rights in the personal property of Lessee in which such assignee has a security interest (whether by assignment from Lessor or otherwise) and may only exercise such rights under any Contracts owned by such assignee (whether by assignment from Lessor or otherwise). No solion, regardless of form, ansing out of the Lease may be brought by Lessee more than two (2) years after the cause of action has accruad. The representations, warminus, obligations and indemnities of Lessee under the Lease shall survive the termination or cancellation of the Lease to the extent required for their full observance and performance. The obligations of each co-maker (if any) of the Lease, shall be primary, joint and several. In the event that Lossee fails to meet any of its obligations under the Lease, Lessor may at its option satisfy such obligation and Lessee shall reimburse Lessor on demand therefor. In the event that legal or other action is required to enforce Lessor's rights under the Lease (including the exercise of remedies under Section 9 hereof). Lessee agrees to reimburse Lessor on demand for its reasonable altorneys' fees and its other related costs and expenses, (whether incurred prior to or after judgment). The captions in the Lease are for convenience only and shall not define or limit any of the terms hereof. THE AGREEMENT AND THE LEASE (A) HAVE BEEN ACCEPTED BY LESSOR IN, AND FOR ALL PURPOSES SHALL BE DEEMED CONTRACTS ENTERED INTO IN, THE STATE OF NEW JERSEY, AND (B) SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

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<u>Exhibit B</u>

Leases

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140-1141-000

SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC.

LEASING SCHEDULE #: 16453

LESSOR:	SIEMENS MEDICAL SOLUTIONS USA, INC. 186 Wood Avenue South	LESSEE:	Sound Shore Medical Center of Westchester (Excl Legal Name: Instein "Lesser")
	iselin, New Jersey 08630		16 Gulon Place
			New Rochelle, NY 10801-5502

LEASING SCHEDULE #16463 (herein also referred to as the "Leasing Schedule" or "Lease"), to that certain Master Equipment Lease Agreement dated 11-02-2006 (herein "Agreement"), between Lessor and Lessee.

- 1. EQUIPMENT DESCRIPTION: One (1) Symbla E as referenced in supplier's quote # 1-CHKRYO (Altach schedule, if needed).
- 2. TOTAL EQUIPMENT COST: \$346,208.00
- 3. SUPPLIER: Slemens Medical Solutions USA, Inc.
- LEASE TERM (In monihs): Sixty (60) (plus any interim Period, if applicable)
- 5. COMMENCEMENT DATE: The Lease Term shall commence upon the earliest of (i) completion of installation of the Equipment in accordance with the manufacturer's published specifications, (ii) first patient use of the Equipment, or (iii) fifteen (15) days from the delivery of the bulk of the 'Equipment to the FOB destination if the installation of the Equipment has been delayed due to causes beyond the reasonable control of Lessor or Supplier (the 'Commencement Date').
- 6. NUMBER OF LEASE PAYMENTS: Sixty (60)
- 7. LEASE PAYMENT (per payment period): 1-60 @ \$6,500.66
- Base Rate: <u>3.22</u>% Base Rate Determination Date <u>August 11, 2008</u>

Payable:

[X] In Advance - First Lease Payment due on the Commencement Date, or If Interim Rent Is applicable, the first day Immediately following the Interim Period.

- 8. PAYMENT PERIOD: Monthly
- 9. (a) ADVANCE LEASE PAYMENT: #(s) 1 & 60: TOTALING: \$13,001.32
- 9, (b) DOCUMENTATION FEE: \$0.00 due on involce
- 10. (a) EQUIPMENT LOCATION (If different from Lessee's address above): 16 Gulon Place, New Rochelle, NY 10801-5502
- 10. (b) LESSEE'S STATE OF INCORPORATION/ORGANIZATION:NY
- 11. INTERIM RENT APPLICABLE: []YES [X]NO; AMOUNT: \$0.00
- 12. PURCHASE OPTION: Lessee selects the following option (which shall be irrevocable by Lessee once exercised):

OPTION A	[x]	a Fair Market Value purchase oplion.
Option B	0	a Fixed Purchase Option at a Purchase Option Price of [«] % of the Total Equipment Cost.
OPTION C	D	a Nominal Fixed Purchase Option at a Purchase Option Price of \$1.00

THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE FOLLOWING PAGES OF THIS SCHEDULE

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease as of the dates set forth below. For all purposes hereot, the date of the Lease shall be the date of Lessor's acceptance as set forth below. EXCEPT IF SIEMENS MEDICAL SOLUTIONS USA, INC. IS THE SUPPLIER, LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF THE OTHER AND NEITHER HAS AUTHORITY TO BIND THE OTHER.

ACCEPTED	BY:	
LESSOR:	SIEMENS MEDICAL SOLUTIONS USA, INC.	
BY:	Comroge	
NAME:	John P. Boyle	
	SMUTH PHOCTOR	
	Business Administration	
DATE:	10-29-08	

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE.

W// 0.	Shore Medical Center of Westchester
BY: Kell	IVS UNVI
t	(A Ultoil Lood, Stat reform)
NAME:	Douglas Landy
TITLE:	Executive VP & COO
	(Finded at Typed)
DATE: 10	11108

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OPTION A - FAIR MARKET VALUE PURCHASE OPTION: If Option A has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for its 'Fair Market Value*. Fair Market Value shall mean the value of the Equipment (on an installed and operating basis) which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. Fair Market Value shall be determined by the mulual agreement of Lessor and Lessee in accordance with the preceding sentence. If Lessor and Lessee cannot agree, Fair Market Value shall be determined by a qualified independent equipment appraiser selected by Lessor and approved by Lessee, and Lessee shall pay the cost of appraisal. Provided Lessee has timely exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, logether with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any llens by or through Lessor, except those (if any) Lessee is obligated to discharge.

OPTION B - FIXED PURCHASE OPTION: If Option B has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred sighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for the amount specified in Option B. Provided Lessee has exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date in aforementioned purchase price in cash, together with all sales and other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any llens by or through Lessor, except those (if any) Lessee is obligated to discharge.

OPTION C - NOMINAL FIXED PURCHASE OPTION: If Option C has been selected, provided no Default has occurred and is conlinuing and provided ihe Lease shall not have previously terminated, Lessee may purchase all but not less lhan all of the Equipment at the end of the (original) Lease Term for the nominal purchase price specified in Option C. Lessee shall pay to Lessor on the day following the last day of such Lesse Term such purchase price together with all seles and other taxes applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any lens by or through Lessor, except those (If any) Lessee is obligated to discharge.

13. LEASE PAYMENTS; ADJUSTMENTS: Lessee acknowledges that the Lease Payments herein, are based upon the Total Equipment Cost set forth above, and as a result of authorized changes to the Equipment, the final Total Equipment Cost may increase or decrease by up to 10%. In such event, the Lease Payments shall be adjusted accordingly, and Lessee authorizes Lessor to correct the Lease (and all related documentation) to reflect such changes, and Lessee, if requested by Lessor, shall confirm such changes to Lessor in writing. The Lease Payments specified in the foregoing Section 7 are based upon the Base Rate specified in Section 7, which is the Reference Rate (as defined below) as determined on the Base Rate Determination bate specified in Section 7. The "Reference Rate" is defined to be the yield of the U.S. Treasury Note that on the date of determination of the Reference Rate has a remaining life closest to the Reference Term (as defined below), and in the case of multiple notes the one trading closest lo part, in each case as reported on the date of determination in *The Wall Street Journal* ("WSJ"). The rate that will actually be used in establishing the

Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate as determined on, and reported in the WSJ on, the Commencement Date (or if no treasury note rates have been published in the WSJ on the Commencement Date, then the immediately preceding WSJ containing treasury note rates). The "Reference Term" is defined to be (I) 5 years if the Lease Term is 66 months or less; (II) 6 years if the Lease Term is 79 months; (III) 7 years if the Lease Term if the Lease Term is 83 months; or (iv) equal to the Lease Term if the Lease Term is 83 months or greater. Lessee authorizes Lessor to unilaterally make the appropriate changes to the Lease (and all related documentation) to reflect any changes to the Lease Payments consistent with the foregoing and, if requested by Lessor, Lessee shall confirm such changes to Lessor In writing.

14. MISCELLANEOUS: Lessor and Lessee agree that the lerms and conditions of the Agreement are hereby incorporated into this Leasing Schedula to the same extent as if such terms and conditions were set forth in full berein. THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY APPLICABLE STIPULATED LOSS VALUE SCHEDULE, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS; RUT THIS PROVISION. HOWEVER. SHALL IN NO WAY LIMIT OR condillons of the Agreement are hereby incorporated into this Leasing PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS; BUT THIS PROVISION, HOWEVER, SHALL IN NO WAY LIMIT OR DIMINISH ANY LIMITATIONS ON LIABILITY, DEFENSES OR RIGHTS, THAT MAY BE AVAILABLE TO SIEMENS MEDICAL SOLUTIONS USA, INC., PURSUANT TO ANY SUPPLY CONTRACT OR SERVICE CONTRACT TO WHICH IT IS A PARTY. Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement. THE LEASE HAS BEEN ACCEPTED BY LESSOR IN, AND FOR ALL PURPOSES SHALL BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. LESSOR AND LESSEE AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THE LEASE AND THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE FEDERAL, STATE OR LOCAL COURTS SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, AND HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS. Lessor and Lessee acknowledge that such courts are convenient forums and walve any defense based upon doctrines of venue or forum non-conveniens or similar rules or doctrines. Lessee consents to service of process by certified mail or by overnight delivery by a nationally recognized courier at its address above (or to such other address as Lessee shall have designated by proper notice) In connection with any legal action brought by Lessor. Any amendments contained or incorporated into this Leasing Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing Schedule. The Lease shall become effective at the time of Lessor's acceptance (by execution hereof) at the address set forth above, by an authorized representative of Lessor. In the event the Lease is deemed to be Inlended as security (I) Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all accessions, allachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds), and (ii) notwithstanding any applicable state laws to the contrary, Lessee agrees to reimburse Lessor for all reasonable attorneys' fees incurred by it incident to any action or proceeding involving the Lessee brought pursuant to the Bankruptcy Code, as amended, which are allowable under Section 506(b) thereof.

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SIEMENS

Siemens Medical Solutions USA, Inc.

Lease Agreement consisting of Leasing Schedule #16453 and Master Equipment Lease Agreement dated 11/02/2006

This Addendum shall become a part of that certain Lease Agreement between Slemens Medical Solutions USA, Inc., as Lessor, and Sound Shore Medical Center of Westchester as Lessee, which Lease Agreement consists of Leasing Schedule # 16453 (the "Leasing Schedule") and Master Equipment Lease Agreement dated 11/02/2006 (the "Master Agreement"), the terms and conditions of which are incorporated into the Leasing Schedule. To the extent that this Addendum modifies and amends the terms of the Master Agreement, such modifications to the Master Agreement shall only apply with respect to Leasing Schedule #' 16453 and not to any other Leasing Schedules heretofore or hereafter entered into by Lessor and Lessee. If there be any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Lease Agreement.

Lessee and Lessor hereby amend the Master Agreement as follows:

- 1. Amend Section "2. TERM AND LEASE PAYMENTS:" of the Master Agreement as follows:
 - a. In the 6th sentence, delete the number "1.3%" and replace it with "0.75%".
 - b. In the 6th sentence, after the word "amount" and before "(including accelerated balances)" add the words "that is more than twenty (20) days past due".
 - c. Add the following to the end of the third to last sentence: "except with respect to patent errors unrelated to the Equipment, such as overpayment."
- 2. Amend Section "8. RISK OF LOSS; INSURANCE:" of the Master Agreement as follows:
 - a. In subsection (a) in the 5th sentence, delete the words "residual interest" and replace them with the words "residual value".
- 3. Amend Section "9. DEFAULT AND REMEDIES:" of the Master Agreement as follows:
 - a. In section (a), subsection (i) delete the words "ten (10) days from the due date; or" and replace them with the words "twenty (20) days after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee; or".
 - b. In section (a), subsection (ii) after the words "twenty (20) days" add the words "after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee".
 - c. In section (a), subsection (vii) delete the words "with any other party that in Lessor's sole opinion is a material agreement" and replace them with "any affiliate of Lessor or with Lessee's landlord at the Equipment Location".
 - d. In section (b) delete subsection (iv) in it's entirety and replace it with "sell, lease or otherwise dispose of the Equipment at public or private sale with notice, upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (if any such notice is required, Lessor and Lessee agree that 10 days notice shall be deemed to be commercially reasonable);"
- 4. Amend Section "12. LESSEE REPRESENTATIONS AND COVENANTS:" of the Master Agreement as follows:
 - a. Delete section (d) in it's entirety and replace it with "Lessee shall furnish Lessor with (and cause any Guarantor to furnish) its annual financial statements as Lessor shall request in writing, certified and audited (if available), together with officer's certificates, opinions of counsel, resolutions and such other information and documents as Lessor may reasonably request;"

5. Amend Section "13. NOTICES; CHANGES; FILINGS; ACCESS TO BOOKS AND RECORDS;" of the Masler Final Addendum.dox

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Agreement as follows:

- a. in section (a) subsection (i) after the word "class" and before the word "mail" add the word "certified",
- b. Delete the 2nd sentence and replace with " Lessee authorizes Lessor to file (and Lessee shall execute if requested by Lessor) in the name of Lessee, any Uniform Commercial Code financing statements (Including any amendments thereto) or similar filings with such authorities and with any filing offices as Lessor may determine are necessary or advisable to protect Lessor's Interest in the Equipment and/or the Lease, and Lessee agrees to reimburse Lessor upon demand for all costs, not to exceed \$500) incurred with respect thereto and with respect to any lien, tax or other related searches (ital Lessor may determine are necessary or advisable) performed by Lessor (whether prior to or after the date of the Lease) in connection with any Lease transaction. Notices to Lessee shall be sent to the attention of 'Vice President'."
- Any notices sent to Lessee by certified mail shall be sent to the attention of Nick D'addesio, Vice President
 of Operations.
- 6. Amend Section "15. MISCELLANEOUS;" of the Master Agreement as follows:
 - a) Delete the 3rd sentence.
 - b) At the end of the 10th sentence add the words", except in regard to legal defenses".
 - c) Delete the 13th sentence in its entirety, beginning with "in the event".
 - d) Delete the 15th sentence in its entirety, beginning with "No action",
 - e) In the 16th sentence, after the word "Lessee" and before the word "under" add the words "and Lessor".
 - f) Delete the 19th sentence in its entirety, beginning with " in the event".
 - g) In the last sentence, delete the words "NEW JERSEY" and replace them with the words "NEW YORK".
- 7. Amend Section "13. LEASE PAYMENTS; ADJUSTMENTS:" of the Leasing Schedule as follows:
 - a. Delete the first two sentences of this section.
- 8. Amend Section "14. MISCELLEOUS:" of the Leasing Schedule as follows:
 - a. Delete the 4th sentence in its entirety.
 - b. In the 5th sentence, delete "County of Middlesex, New Jersey" and replace it with "New York".

c. Delete the last sentence and in its entirety and replace with "In the event the Lease is deemed to be intended as security Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security Interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including Insurance proceeds).

- In Option A of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists".
- in Option A of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace It with "ninety (90)".
- 11. In Option B of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists".
- In Option B of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)".

Final Addendum,doc

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LESSOR:	Slemens Medical Solutions USA, Inc.	LESSEE	Sound Shore Medical Center of Westchester
BY:	(Authorized Signature)	ВҮ:	Alogges Call
NAME:	John P. Boyle "ឲ្យ៧នាច, Director	NAME:	(Printpol or Typed)
	Business Administration	TITLE:	Executive VP/COO
DATE:	10-29.08	DATE:	10/7/08

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SIEMENS MEDICAL SOLUTIONS USA, INC. CONTRACT ADDENDUM LEASING SCHEDULE #16453

This Addendum shall become a part of that certain Leasing Schedule #16453 (the "Lease") to Master Equipment Lease Agreement dated 11/02/2006 (the "Agreement") between Siemens Medical Solutions USA, Inc. ("Lessor") and the undersigned lessee ("Lessee"). If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Lease.

Lessee and Lessor hereby agree as follows:

1. Add the following additional section to the end of the Leasing Schedule:

"LESSEE REQUEST FOR LESSOR TO BILL AND COLLECT SERVICE PAYMENTS; (a) Lessee has entered into a Service Contract pursuant to which Lessee has agreed to make the monthly service payments described in Exhibit A attached hereto and incorporated herein ("Service Payments") to the service provider named on Exhibit A. As an administrative convenience to Lessee, Lessee has requested that the Service Payments be bliled and collected by Lessor with the Lease Payments and thereafter be remitted by Lessor to Servicer. in consideration for Lessor's agreement to this request, Lessee acknowledges and agrees as follows: (I) the Service Contract Is a separate and independent agreement from the Lease and nothing arising from or related to the Service Contract shall alter, amend, abrogate, nullify, supersede, suspend, diminish or otherwise affect any of the obligations of Lessee under the Lease; (ii) Lessor has no responsibility or obligation to Lessee in respect of the Service Contract or Service Payments, other than the obligation to turn over any Service Payment received by Lessor to the Servicer; provided, however, that Lessor shall not be required to turn over any Service Payment made by check until such funds have cleared; (iii) Lessee shall make any claim on account of or related to the Service Contract, including, without limitation, any claim to recover the amount of any Service Payments, solely against the Servicer and shall, nevertheless, pay Lessor all amounts payable under the Lease and shall not set up against Lessee's obligations any such claims as a defense, counterclaim, recoupment, deduction, setoff or otherwise; and (Iv) any payment made by Lessee to Lessor shall either be applied by Lessor to Lease obligations or remitted by Lessor to the Servicer in respect of Service Payments as indicated in the remittance or other correspondence received by Lessor from Lessee. Any monies received by Lessor from Lessee that are not designated, in writing, to a specific outstanding amount shail be deemed a payment made by Lessee in respect of its obligations under the Lease and, if applicable, under any other leasing schedule and/or indebtedness owing to Lessor or its assigns, and shall be applied to such obligations by Lessor as Lessor, in its discretion, deems appropriate. Only after such obligations are satisfied, shall the remainder of any such payment be considered a payment in respect of Service Payments that is required to be turned over to the Servicer. Nothing herein is intended to diminish the right of the Lessee to exercise its rights and remedies against the Servicer for all representations, warranties and agreements made by the Servicer in the Service Contract. At any time, Lessor may revoke its agreement to bill and collect Service Payments and to turn over Service Payments to the Servicer as provided herein by written notice by Lessor to Lessee."

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Addendum to be executed by their

L:UmSfillsasting Operations'ACCOUNT MANAGER DEALNIsmer, Liso'Richard Crean'Sound Share Medical Center of West Chester'(16453'Service Billing Addendum 1-06.doc

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authorized representatives. For all purposes hereof, the date of this Addendum shall be the date of Lessor's execution as set forth below.

LESSOR:

SIEMENS MEDICAL SOLUTIONS USA, INC.

BY:

 NAME:
 John P. Boyle

 SMSTS; Urrector

 TITLE:
 Business Administration

Printed or Typeの DATE: _____/ ロ・よう・ひろ LESSEE:

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Sound Shore Medical Center of Westchester

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ву: 2000.	Relady
	(Authorizad Sig alura)
NAME:	Douglas Landy
	(Printed or Typed)
TITLE:	Executive VP/COO
	(Prinlad of Typed)
DATE:	10/7/08
	* \

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140-1207-000

SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC. LEASING SCHEDULE #: 16454

LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC. 186 Wood Avenue South	LESSEE: <u>Sound Shore Medical Center of Westchester</u> [EIMILegal Name; Kreiner (1997)
Iselin, New Jersey 08830	16 Gulon Place
	(vontab)
	New Rochelle, NY 10801-5502

LEASING SCHEDULE #16454 (herein also referred to as the "Leasing Schedule" or "Lease"), to that certain Master Equipment Lease Agreement dated 11-02-2006 (herein "Agreement"), between Lessor and Lessee.

- 1. EQUIPMENT DESCRIPTION: One (1) CASE v6.5, One (1) T2100 Treadmill and all related items as referenced in GE Healthcare QRP # 507808111320 rev1(Altach schedule, if neoded).
- 2. TOTAL EQUIPMENT COST: \$23,736.60
- 3. SUPPLIER: GE Healthcare
- 4. LEASE TERM (in months): Sixty (60) (plus any interim Period, if applicable)
- 5. COMMENCEMENT DATE: The Lease Term shall commence upon the earliest of (i) completion of installation of the Equipment in accordance with the manufacturer's published specifications, (ii) first patient use of the Equipment, or (iii) fifteen (15) days from the delivery of the bulk of the Equipment to the FOB destination if the installation of the Equipment has been delayed due to causes beyond the reasonable control of Lessor or Supplier (the "Commencement Date").
- 6. NUMBER OF LEASE PAYMENTS: Sixty (80)
- 7. LEASE PAYMENT (per payment period): 1-60 @ \$497.01

Base Rate: <u>3.22</u>% Base Rate Determination Date <u>August 11, 2008</u>

SIEMENS MEDIC

John P. Boyle

SMG13, MOCTOR

10-29.08

Business Administration

Payable:

ACCEPTED BY:

LESSOR:

BY:

NAME:

TITLE:

DATE: _____

[X] In Advance - First Lease Payment due on the Commencement Date, or if Interim Rent is applicable, the first day immediately following the interim Period.

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- 8. PAYMENT PERIOD: Monthly
- 9. (a) ADVANCE LEASE PAYMENT #(s) 1 & 60: TOTALING:: \$994.02
- 9. (b) DOCUMENTATION FEE: \$0.00 due on involce
- 10. (a) EQUIPMENT LOCATION (if different from Lessee's address above): 16 Guion Place, New Rochelie, NY 10801-5502
- 10. (b) LESSEE'S STATE OF INCORPORATION/ORGANIZATION:NY
- 11. INTERIM RENT APPLICABLE: []YES [X]NO; AMOUNT: \$0.00
- PURCHASE OPTION: Lessee selects the following option (which shall be irrevocable by Lessee once exercised):

•	OPTION A	[×]	a Fair Market Value purchase option.
	OPTION B	D	a Fixed Purchase Option at a Purchase Option Price of («) % of the Total Equipment Cost.
	OPTION C	ប	a Nominal Fixed Purchase Option at a Purchase Option Price of

THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE FOLLOWING PAGES OF THIS SCHEDULE

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IN WITNESS WHEREOF, the partles hereto have duly executed the Lease as of the dates set forth below. For all purposes hereof, the date of the Lease shall be the date of Lessor's acceptance as set forth below. EXCEPT IF STEMENS MEDICAL SOLUTIONS USA, INC. IS THE SUPPLIER, LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF THE OTHER AND NEITHER HAS AUTHORITY TO BIND THE OTHER.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE.

LESSEPE	nd shore Medi	cal cent	er of Westchester
 BY: Jule	y pr U	Authoritzed S	gueture)
 NAME:	<u> </u>	Unias La	
 TITLE:	[Exacu	1ve VP & C00
	80/1/08		····

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OPTION A - FAIR MARKET VALUE PURCHASE OPTION: If Option A has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Dale") all but not less than all of the Equipment subject to the Lease for its 'Fair Market Value'. Fair Market Value shall mean the value of the Equipment (on an installed and operating basis) which would be obtained in an arm's-length Iransaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no computsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. Fair Market Value shall be determined by the mutual agreement of Lessor and Lessee in accordance with the preceding senience. If Lessor and Lessee cannot agree, Fair Market Value shall be determined by a qualified independent equipment appraiser selected by Lessor and approved by Lessee, and Lessee shall pay the cost of appraisal. Provided Lessee has timely exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other ihan ihe absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

OPTION B - FIXED PURCHASE OPTION: If Option B has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shalt have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lesse for the amount specified in Option B. Provided Lessee has exercised its option to purchase, Lessee shalt pay to Lessor on the Purchase Date" all but aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lesse whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basts and without any warrenty, express or implied from Lessor, other than the absence of any ilens by or through Lessor, except those (if any) Lessee is obligated to discharge.

OPTION C - NOMINAL FIXED PURCHASE OPTION: If Option C has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee may purchase all but not less than all of the Equipment at the end of the (original) Lease Term for the nominal purchase price specified in Option C. Lessee shall pay to Lessor on the day following the last day of such Lease Term such purchase price together with all sales and other taxes applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or Implied from Lessor, other than the absence of any lens by or through Lessor, except those (If any) Lessee is obligated to discharge.

13. LEASE PAYMENTS; ADJUSTMENTS: Lessee acknowledges that the Lease Payments herein, are based upon the Total Equipment Cost set forth above, and as a result of authorized changes to the Equipment, the final Total Equipment Cost may increase or decrease by up to 10%. In such event, the Lease Payments shall be adjusted accordingly, and Lessee authorizes Lessor to correct the Lease (and all related documentation) to reflect such changes, and Lessee, if requested by Lessor, shall confirm such changes to Lessor in willing. The Lease Payments specified in the foregoing Section 7 are based upon the Base Rate specified in Section 7, which is the Reference Rate (as defined below) as determined on the Base Rate Determination Date specified in Section 7. The "Reference Rate" is defined to be the yield of the U.S. Treasury Note that on the Reference Term (as defined below), and in the case of multiple notes the one trading closest to par, in each case as reported on the date of determination in the ", ne ach case as reported on the date of determination in the ", ne ach case as reported on the date of determination in the ", ne ach case as reported on the date of determination in the ", action part, in each case as reported on the date of determination in the ", action approx".

Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate as determined on, and reported in the WSJ on, the Commencement Date (or If no treasury note rates have been published in the WSJ on the Commencement Date, then the immediately preceding WSJ containing treasury note rates). The "Reference Term" is defined to be (i) 5 years if the Lease Term is 66 months or less; (ii) 6 years If the Lease Term is 79 months; (iii) 7 years if the Lease Term if the Lease Term is 33 months; or (iv) equal to the Lease Term if the Lease Term is 33 months; or greater. Lessee authorizes Lessor to unilaterally make the appropriate changes to the Lease (and all related documentation) to reflect any changes to the Lease healt with the foregoing and, if requested by Lessor, Lessee shell confirm such changes to Lessor In writing.

14. MISCELLANEOUS: Lessor and Lessee agree that the terms and conditions of the Agreement are hereby incorporated into this Leasing Schedule to the same extent as If such terms and conditions were set forth In full herein. THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY APPLICABLE STIPULATED LOSS VALUE SCHEDULE, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS; BUT THIS PROVISION, HOWEVER, SHALL IN NO WAY LIMIT OR DIMINISH ANY LIMITATIONS ON LIABILITY, DEFENSES OR RIGHTS, THAT MAY BE AVAILABLE TO SIEMENS MEDICAL SOLUTIONS USA, INC., PURSUANT TO ANY SUPPLY CONTRACT OR SERVICE CONTRACT TO WHICH IT IS A PARTY. Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement. THE LEASE HAS BEEN ACCEPTED BY LESSOR IN, AND FOR ALL, PURPOSES SHALL BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. LESSOR AND LESSEE AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THE LEASE AND THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE FEDERAL, STATE OR LOCAL COURTS SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, AND HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS. Lessor and Lessee acknowledge that such courts are conventent forums and walve any defense based upon doctrines of venue or forum non-conveniens or similar rules or doctrines. Lessee consents to service of process by certified mail or by overnight delivery by a nationally recognized courier at its address above (or to such other address as Lessee shall have designated by proper notice) In connection with any legal action brought by Lessor. Any amendments contained or incorporated into this Leasing Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing Schedule. The Lease shall become effective at the time of Lessor's acceptance (by execution hereof) at the address set forth above, by an authorized representative of Lessor. In the event the Lease is deemed to be authorized representative of Lessor. In the event the Lease is deemed to be intended as security (I) Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds), and (II) notwithstanding any applicable state laws to the conirary, Lessee agrees to reimburse Lessor for all reasonable attorneys' fees Incurred by it incident to any action or proceeding involving the Lessee brought pursuant to the Bankruptcy Code, as amended, which are allowable under Section 506(b) Ihereof.

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SIEMENS

Siemens Medical Solutions USA, Inc.

Lease Agreement consisting of Leasing Schedule #16454 and Master Equipment Lease Agreement dated 11/02/2006

This Addendum shall become a part of that certain Lease Agreement between Siemens Medical Solutions USA, inc., as Lessor, and Sound Shore Medical Center of Westchester as Lessee, which Lease Agreement consists of Leasing Schedule # 16454 (the "Leasing Schedule") and Master Equipment Lease Agreement dated 11/02/2006 (the "Master Agreement"), the terms and conditions of which are incorporated into the Leasing Schedule. To the extent that this Addendum modifies and amends the terms of the Master Agreement, such modifications to the Master Agreement shall only apply with respect to Leasing Schedule # 16453 and not to any other Leasing Schedules heretofore or hereafter entered into by Lessor and Lessee. If there be any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Lease Agreement.

Lessee and Lessor hereby amend the Master Agreement as follows:

- 1. Amend Section "2. TERM AND LEASE PAYMENTS:" of the Master Agreement as follows:
 - a. In the 6th sentence, delete the number "1.3%" and replace it with "0.75%".
 - in the 6th sentence, after the word "amount" and before "(Including accelerated balances)" add the words "that is more than twenty (20) days past due".
 - c. Add the following to the end of the third to last sentence: *except with respect to patent errors unrelated to the Equipment, such as overpayment.*
- 2. Amend Section "8. RISK OF LOSS; INSURANCE:" of the Master Agreement as follows:
 - a. in subsection (a) in the 5th sentence, delete the words "residual interest" and replace them with the words "residual value".
- 3. Amend Section "9. DEFAULT AND REMEDIES:" of the Master Agreement as follows:
 - a. in section (a), subsection (i) delete the words "ten (10) days from the due date; or" and replace them with the words "twenty (20) days after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee; or".
 - b. In section (a), subsection (ii) after the words "twenty (20) days" add the words "after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee".
 - c. in section (a), subsection (vii) delete the words "with any other party that in Lessor's sole opinion is a material agreement" and replace them with "any affiliate of Lessor or with Lessee's landlord at the Equipment Location".
 - d. in section (b) delete subsection (iv) in it's entirety and replace it with "sell, lease or otherwise dispose of the Equipment at public or private sale with notice, upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (if any such notice is required, Lessor and Lessee agree that 10 days notice shall be deemed to be commercially reasonable);"
- 4. Amend Section "12. LESSEE REPRESENTATIONS AND COVENANTS:" of the Master Agreement as follows:
 - a. Delete section (d) in it's entirety and replace it with "Lessee shall furnish Lessor with (and cause any Guarantor to furnish) its annual financial statements as Lessor shall request in writing, certified and audited (If available), together with officer's certificates, opinions of counsel, resolutions and such other information and documents as Lessor may reasonably request;"

5. Amend Section "13. NOTICES; CHANGES; FILINGS; ACCESS TO BOOKS AND RECORDS:" of the Master Final Addendum.doc

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Agreement as follows:

- a. in section (a) subsection (i) after the word "class" and before the word "mail" add the word "certified".
- b. Delete the 2nd sentence and replace with " Lessee authorizes Lessor to file (and Lessee shall execute if requested by Lessor) in the name of Lessee, any Uniform Commercial Code financing statements (including any amendments thereto) or similar filings with such authorities and with any filing offices as Lessor may determine are necessary or advisable to protect Lessor's Interest in the Equipment and/or the Lease, and Lessee agrees to reimburse Lessor upon demand for all costs, not to exceed \$500) incurred with respect thereto and with *respect* to any lien, tax or other related searches (that Lessor may determine are necessary or advisable) performed by Lessor (whether prior to or after the date of the Lease) in connection with any Lease transaction. Notices to Lessee shall be sent to the attention of 'Vice President'."
- Any notices sent to Lessee by certified mail shall be sent to the attention of Nick D'addesio, Vice President
 of Operations.
- 6. Amend Section "15. MISCELLANEOUS;" of the Master Agreement as follows:
 - a) Delete the 3rd sentence.
 - b) At the end of the 10th sentence add the words", except in regard to legal defenses".
 - c) Delete the 13th sentence in its entirety, beginning with *in the event*.
 - d) Delete the 15th sentence in its entirety, beginning with "No action".
 - e) In the 16th sentence, after the word "Lessee" and before the word "under" add the words "and Lessor".
 - f) Delete the 19th sentence in its entirety, beginning with * in the event*.
 - g) in the last sentence, delete the words "NEW JERSEY" and replace them with the words "NEW YORK".
- 7. Amend Section "13. LEASE PAYMENTS; ADJUSTMENTS:" of the Leasing Schedule as follows:
 - a. Delete the first two sentences of this section.
- 8. Amend Section "14. MISCELLEOUS:" of the Leasing Schedule as follows:
 - a. Delete the 4th sentence in its entirety.
 - b. In the 5th sentence, delete "County of Middlesex, New Jersey" and replace it with "New York".

c. Delete the last sentence and in its entirety and replace with "In the event the Lease is deemed to be intended as security Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds).

- In Option A of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists".
- In Option A of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)".
- 11. In Option B of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists".
- In Option B of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)".

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LESSOR:	Slemens Medical Solutions USA, Inc.	LESSEE	Sound Shore Medical Center of
BY:	(Authorized Signalure)	BY:	Alley & Leyon
NAME;	John P. Boyle SWSS: Director	NAME:	Douglas Landy (Hrinted or Typed)
TITLE:	Business Administration	TITLE:	Executive VP/COO
DATE:	10-29.08	DATE:	10/1/08

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<u>Exhibit C</u>

Accelerated Balance Worksheets

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Pro	pared By:		JOE ALTIERI]							
Dale	through which	amounts are cal	culated:	8/6/2013								
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Exhibit B

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B10 (Official Form 10) (04/13)		·····			
UNITED STATES BANKRUPTCY	COURT Southern District	of New York	PROOF OF CLAIM		
Name of Debtor:		Case Number;			
The Mount Vernon Hospital, Inc.	,	13-22841 (RDD) Jointly Administered			
(In re: Sound Shore Medical Cente	er of Westchester, et al.)				
NOTE: Do not use this form to make a clai may file a request for paymen	im for an administrative expense that arises It of an administrative expense according to	s after the bankruptcy filing. You o 11 U.S.C. § 503.			
Name of Creditor (the person or other entity Siemens Financial Services, Inc.	to whom the debtor owes money or proper	ty):			
			COURT USE ONLY		
Name and address where notices should be s Siemens Financial Services, Inc. (170 Wood Ave. South, 7th Floor Iselin, NJ 08830	Attn: Joseph Altieri, Director of Wo	rkout)	previously filed claim. Court Claim Number:		
Telephone number: (732) 590-6645	email: joseph.altierl@siemens.com	n	Filed on:		
Name and address where payment should be	e sent (if different from above):		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.		
Telephone number:	email:				
1. Amount of Claim as of Date Case File	d: \$50	.813.81			
If all or part of the claim is secured, comple	te item 4.				
If all or part of the claim is entitled to priori					
Check this box if the claim includes inter	rest or other charges in addition to the princ	ipal amount of the claim. Attach a	statement that itemizes interest or charges.		
2. Basis for Claim: Payments due u (See instruction #2)	inder equipment leases.				
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account a	as: 3b. Uniform Claim Identit			
	See instruction #3a)	(See instruction #3b)	other charges, as of the time case was filed,		
4. Secured Claim (See instruction #4)		included in secured claim,			
Check the appropriate box if the claim is se setoff, attach required redacted documents,	cured by a lien on property or a right of and provide the requested information.		\$		
Nature of property or right of setoff:		Basis for perfection:			
Value of Property: \$		Amount of Secured Claim	ı: \$		
Annual Interest Rate% □Fixed (when case was filed)	or 🗇 Variable	Amount Unsecured:	\$		
5. Amount of Claim Entitled to Priority the priority and state the amount.	under 11 U.S.C. § 507 (a). If any part of	f the claim falls into one of the fo	llowing categories, check the box specifying		
Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	Wages, salaries, or commissions (u earned within 180 days before the case debtor's business ceased, whichever is 11 U.S.C. § 507 (a)(4).	was filed or the employee be	nefit plan –		
□ Up to \$2,775* of deposits toward □ Taxes or penalties owed to governmental units – □ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(8). □ 11 U.S.C. § 507 (a)(0). □ 11 U.S.C. § 507 (a)(
*Amounts are subject to adjustment on 4/0)1/16 and every 3 years thereafter with resp	pect to cases commenced on or afte	er the date of adjustment.		
6. Credits. The amount of all payments of	on this claim has been credited for the purpo	ose of making this proof of claim.	(See instruction #6)		

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 money loaned, services performed, personal injury/wrongful death, car loan, mortagge note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim. 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor. 3. Lost 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. 3. Lost Four May Have Scheduled Account As: Report a change in the creditor's name, a transferred claim, or any other as scheduled by the debtor. 3. Debtor May Have Scheduled Account As: Report a change in the creditor's name, a transferred claim, or any other as scheduled by the debtor. 3. Uniform Claim Identifier: If you usay 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: 		
<pre>statement providing the information required by FRAP 200(EQCA)A. If the claim is secured to bus 4 has the integrate of precords of documents of proving ensurements and previous of ensurements is builded in the claim. Secure Davids of the claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated is builded by the debox principal residence, the Monrage Proof of Claim Associated agent. 0 I am the crediter: 8. Signature: (See Instruction #8) 1 I am the crediter is authorized agent. 1 am the tradies on the dubor, or of the subhurized agent. 1 I am the crediter is authorized agent. 1 am the tradies on the dubor, or of the subhurized agent. 1 I am the crediter is authorized agent. 1 am the tradies on the dubor, or of the subhurized agent. 1 I am the crediter is authorized agent. 1 am the tradies on the dubor, or of the subhurized agent. 1 I am the crediter is authorized agent. 1 am the tradies on the dubor. 1 Comport Alleri 1 am the tradies of the subhurized agent. 1 I am the crediter is authorized agent. 1 am the tradies of the subhurized agent. 1 I am the crediter is authorized agent. 1 am the tradies of the subhurized agent. 1 I am the crediter is authorized agent. 1 am the tradies of the subhuri</pre>	7. Documents: Attached are reducted conies of any documents that auror of	e claim, such as promissory notes, purchase orders, invoices, itemized statements of
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANING. If the documents are not available, plesse explain. 8. Signater: (See linktruction #) Check the appropriate box. I am the creditor. I am the creditor. I am the creditor.	statement providing the information required by FRBP 3001(c)(3)(A). If the clear evidence of perfection of a security interest are attached 1(the clear evidence)	he case of a claim based on an open-end or revolving consumer credit agreement, a
If the documents are not available, please explain: 8. Signature: (See instruction #0) Check the appropriate box. I am the creditor: I am the creditor's authorized agent. I am the creditor: I am the creditor's authorized agent. I delate 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 Ner: Deagch Alleri The: Deagch Alleri Company: Signature: The or addition the provide dimension the provide dimension the provide dimension the provide dimension. Print Ner: Deagch Alleri The: Deagch Alleri Deagch Alleri Deagch Alleri Deagent Alleri Deagch A		AY BE DESTROYED AFTER SCANNING
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I am the creditor. I am the creditor. I am the creditor. I am the creditor. I am a guannior, survey indexer, or other codebtor. (See Bankrupey Rule 2005.) 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 beller. Print Ner: <u>See Bon Affinit</u> Joseph Affinit If it: Joseph Affinit Joseph Affinit If it: Joseph Affinit Joseph Affinit If it: Joseph Affinit Joseph Affinit If it is the call of the set of my knowledge. Information, and reasonable beller. Joseph Affinit If it is the call of the set of my knowledge. Information, and reasonable beller. Joseph Affinit If it is the call of the set of my knowledge. Information, and reasonable beller. Joseph Affinit If it is the call of the set of the set of the set of my knowledge. Information, and reasonable beller. Joseph Affinit If it is the set of	8. Signature: (See instruction #8)	
or their authorized agent. (See Bankrupty Rule 3003.) (Deal) (Deal) (See Bankrupty Rule 3003.) (See Ban	Check the appropriate box.	
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 Print Name: Joseph Atlieri Title: Director of Workout Company: <u>Stermens Financial Services. Inc.</u> (Date: Stermens Financial Services. Inc. (Date: Stermens Financial Services. I	I declare under penalty of perjury that the information provided in this claim is t	rue and correct to the best of my knowledge, information, and reasonable belief.
Company: Signuture	Print Name: Joseph Altieri	\cap
Court, Name of Debor, and Case Number: The Instructions and definitions below are general explanations of the law. In creation incremationsee, them a bankruptcy cases not filed voluntarily by the debor, exceptions to these general rules may apply. Tork instructions and definitions below are general explanations of the law. In creation incremationsee, them a bankruptcy cases not filed voluntarily by the debor, exceptions to these general rules may apply. Tork instructions and definitions below are general explanations of the law. In creation incremationsee, them a bankruptcy cases not filed voluntarily by the debor, exceptions to these general rules may apply. Tork instructions and definitions. If the claim is secured, about the bankruptcy of California, the debor's fall name, and the case number, if the creditor is notice of the case from the bankruptcy or as was filed (for example, Central District of California), the debor's fall name, and the case datases. The instructions on the taw of the name and defines of the particip volution of the calim and the name and defines of the particip volution of the calim has and the taw of the calim. S. Amount of Claim as of Date Case Filed: State the total amount owells to the case related is and the name and informe difference was an encluded in the claim. S. Assert of Claim as of Date Case Filed: State the total amount owells to the case related is the definition of the calim is based on the calim. S. Assert of Claim as of Date Case Filed: State the total amount owell to the creditor is not the data of the bankruptcy files, the debor's fall of the calim is based on delivering helahi, cer loam, more ordinal performance. S. Assert of Claim is the cordination taige and dates of the provide debor's account or other number used by the debor's account or other number used by the debor's account or other number used by the cordination. The number of the calim is based on a delivering helahi, cer loam is the cordination and t	Company: Siemens Financial Services Inc	Malten 9-11-13
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Sensity for presenting fraudialed claim: Fine of up to \$300,000 or imprisonment for up to \$ 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 serial circumstances, such as bahrmptey cases not filed voluntarily by the debor, exception interest or interest or proj. Court, Name of Debtor, and Case Number: The instructions and definitions below are general explanations of the law. In serial rice number, if the critic within the bahrups of things, the bahrups of things, the bahrups of things, the bahrups of things, the annual interest mate and value of property that secures the claim, attach copies of lien within the bahrups of things, the annual interest in attach or optical by and the smout past due on the claim. Creditor's Name and Address: If any portion of the claim file in one or entity asserting a claim and the name and address of the option the claim debts if thi films in the and categories. The rectifor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box of interest explanation of the bahrup of the bahrup of things. The address if a films interest dates if it different to some of the claim. Bate the almount entitied to priority. (See Definitions.) If the claim is based on delivering health care information. So an authorized signature on this proof of claim serves as an acknowledgment that within the claim is file detace to be address. The rectifor on the date of the bahrup of the bahrup of the bahrup of the films. 1. Amount of Claim as of	132 DEO 6645 JOSEPH. OLHER @SEMLAS. CAT	N
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 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: 	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.	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
	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.	any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company.
	 Secured Claim: Check whether the claim is fully or partially secured. Skip this section if the 	error ponarries apply for making a faise statement on a proof of claim.

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Attachment to Proof of Claim of Siemens Financial Services, Inc.

In re: Sound Shore Medical Center of Westchester, *et al.* Debtor: The Mount Vernon Hospital, Inc. Case No. 13-22841 (RDD) Jointly Administered

> In The United States Bankruptcy Court For The Southern District of New York

1. This Proof of Claim arises out of a Master Equipment Lease Agreement dated October 6, 2004 (the "Master Lease") by and between Siemens Medical Solutions USA, Inc. ("SMS") and The Mount Vernon Hospital (the "Debtor"), one of the captioned debtors, whereby SMS, as lessor, agreed to lease to the Debtor, from time to time, certain medical equipment, as requested by the Debtor in the operation of its business. A true and accurate copy of the Master Lease is attached as Exhibit A.

2. Section 14 of the Master Lease provides SMS with the right to assign or transfer all or any of its interest in the lease or the leased equipment without any notice to the Debtor.

3. Section 9(a) of the Master Lease provides that "failure by [the Debtor] to pay any amounts under the Lease when due and such remains unremedied for a period of ten (10) days from the due date" shall constitute a default by the Debtor under the Leases (as defined below).

4. Section 9(b) of the Master Lease provides that "[u]pon any Default, [SMS] may exercise any one or more of the [enumerated] remedies," which includes, among other remedies:
(i) cancellation or termination of the Leases (defined below); (ii) securing of peaceable repossession and removal of any leased equipment; (iii) demanding the Debtor to return the leased equipment; (iv) sale, lease or other disposition of the equipment at a public or private sale

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without advertisement or notice except that required by law; (v) exercising any other right or remedy available to SMS under the Uniform Commercial Code or any other applicable law. In addition, Sections 9(c) and 9(d) of the Master Lease provide for, among additional remedies, acceleration of any and all lease payments due upon any event of default.

5. Pursuant to the Master Lease, SMS and the Debtor subsequently entered into three leases (collectively the "Leases," and each individually, a "Lease," and together with the Master Lease, the "Agreements") whereby SMS agreed to lease to the Debtor certain specified medical equipment described therein for a period of either fifty-seven (57) or sixty (60) months for a total aggregate monthly lease payment from the Debtor to SMS of \$30,700.02 per month. True and accurate copies of the Leases are attached as Exhibit B.

6. Thereafter, SMS and Siemens Financial Services, Inc. ("Claimant") entered into three separate Assignment and Bill of Sale agreements whereby SMS individually sold, assigned, transferred and set over to Claimant all of its right, title and interest under the Leases.

7. Lease Schedule # 1553056002 was renewed by agreement of the Debtor and Claimant as of May 29, 2013 (the "**Petition Date**"). The Debtor accrued a pre-petition arrears under this Lease in the amount of \$1,502.22. Lease Schedule # 14807 and # 11077 terminated prior to the Petition Date and are both currently treated as a month-to-month leases with the fair market value buyout due and owing on each Lease as of the Petition Date.

8. Therefore, the Debtor owes Claimant an aggregate amount of \$50,813.81 as of the Petition Date. Schedules of amounts due and owing under each Lease as of the Petition Date are attached as **Exhibit C**.

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9. Claimant believes that any and all sums owed by Debtor to Claimant under the Leases are entitled to immediate payment under sections 363(e) and 365(d)(5) of the Bankruptcy Code and/or administrative expense claim priority status under section 503(b)(1) of the Bankruptcy Code. Claimant reserves the right to file a motion with the Court seeking administrative expense priority and/or or immediate payment of such sums owed. Nevertheless, this Proof of Claim is being filed, among other reasons, to ensure that any of Claimant's rights and remedies with respect to the Debtors pursuant to the Agreements are fully protected and preserved.

10. The claim set forth in this Proof of Claim is not subject to any valid set-off or counterclaim and such claim is allowable, not subject to subordination and is otherwise unavoidable.

11. Claimant hereby reserves the right to, at any time during these bankruptcy cases, amend or supplement this Proof of Claim in any respect, including without limitation, to adjust the amount of its claim and/or assert that its claim is secured and/or entitled to priority in whole or in part, or to specify and quantify interest, costs, fees, expenses or other charges or claims incurred by Claimant, to file additional proofs of claim for additional claims, to amend this claim to classify some or all of the Debtors' liabilities hereunder as an administrative expense, and to seek rejection damages for any executory contracts to which Claimant is a party that are rejected in these bankruptcy cases.

12. This Proof of Claim is being filed under compulsion of the bar date established in these bankruptcy cases and is filed to protect the rights of Claimant, and is not intended as, and shall not be construed as, (a) a waiver or release of any rights of Claimant to have the reference

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withdrawn in these bankruptcy cases or with respect to any proceeding, controversy, matter or other issue, or to demand and obtain a trial by jury therein; (b) a waiver or release of the right of Claimant to have final orders in non-core matters entered only after de novo review by a district judge; (c) a waiver or release of any rights of Claimant against any other person or other entity liable for any or all of the claims described herein; (d) a waiver of any right of subordination in favor of Claimant of indebtedness or liens held by any other creditors; (e) an election of any remedy waiving or otherwise affecting any other remedy of Claimant; (f) a waiver or release of any additional claims or other rights that Claimant may have in or against any of the debtors, their estates or the property thereof; (g) a waiver or release of any other rights, claims, actions, defenses, set-offs or recoupments to which Claimant is or may be entitled under agreements, in law or in equity; (h) a waiver or release of any right to assert that all of any part of the amounts set forth herein or otherwise due or to come due pursuant to the Leases enjoy or will enjoy administrative expense claim priority or other priority, or that Claimant should be immediately paid any or all of such amounts, pursuant to the Bankruptcy Code or any other applicable law or statute. All of the rights, claims, actions, defenses, set-offs and recoupments described above are hereby reserved.

13. Nothing contained in this Proof of Claim shall be deemed or construed as a waiver, or other limitation on, any rights or remedies of Claimant under the Agreements, or any other agreement with any of the Debtors, at law, or in equity, all of which rights are expressly reserved.

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<u>Exhibit A</u>

Master Lease

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SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC. MASTER EQUIPMENT LEASE AGREEMENT Dated: 10/06/2004

LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC. 188 Wood Avenue South Iselin, New Jersey 08830

TERMS AND CONDITIONS OF AGREEMENT

MASTER LEASE: This Moster Equipment Lease Agreement (herein 1. "Agreement") sels forth the basic terms and conditions upon which Lessor shall lease to Lassee and Lessee shall lease from Lessor items of property specified in leasing achedules (herein "Leasing Schedules") to be entered into from time to line Each Leasing Schedule shell incorporate the terms and conditions of the Agreement and shall constitute a lease as to the property specified in such Leasing Schedule (herein "Equipment"). The term "Lease" as used in the Agreement shall mean the applicable Leasing Schedule as incorporating the lemis and conditions of the Agreement. The Agreement shall become effective at the time of Lessor's acceptance (by execution hereof) at its New Jorsey address set forth above, by an authorized representative of Lessor.

2 TERM AND LEASE PAYMENTS. The lease term of the Equipment shall be for the penod specified in the Leasing Schedule (herein "Lease Term") The Lease Term shall commence upon the commencement date specified in the Leasing Schedule (herein "Commencement Date") For the Lease Term, Lesses agrees to pay to Lassor the number of lesse payments specified in the Lessing Schedule, each in the amount specified in the Leasing Schedule (herein "Lease Payments") for the payment periods specified in the Leasing Schedule (herein "Payment Periods"), including any Advance Lease Payments specified in the Leasing Schedule, with the first Lease Payment being due on the date set forth on the Leasung Schedule ("First Regular Payment Date"), and the remaining Lease Payments on the same day of each consecutive

ACCEPTED BY. LESSOR

TEAM

NAME:

TITLE:

DATE.

Payment Period thereafter for the duration of the Lease Term (except that any Lease Payment due on a date that does not exist in a particular month, shall be due on the last day of such month) If Interim Rent is applicable, then in addition to the foregoing, for the period from the Commencement Date to (but excluding) the first day of the month immediately following the Commencement Data ("Interim Penod"), Lassae shall pay to Lessor Interim Rent In the amount sel forth in the Lessing Schedule and such emount shall be due and payable on the tanth day following the Commencement Date (and the Stipulated Loss Valuo Schedule to the Lease, if any, shall be construed so that payment #1 under such schedule shall also include the interim Penod) Any Advance Lease Payments (unless otherwise specified in the Leaseng Schedule) will be applied upon the effective date of the Lease to the first regular Lease Peyment, then to the remaining Lease Paymonts in reverse order. Lesses sgrees to pay on demand, as a late charge, 1.3% per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Lease, whether such amount is due pror to or after a Default (as therewafter defined). All payments provided for in the Lesse shall be payable at the office of Lessor set forth above, or at any other place designated by Lessor. The Leave is a net leave and Lessee shall not be anblied to any abaisment of, reduction of, or setoff against Lease Payments for any reason whetsoever. The Lease may not be terminated or canceled for any reason whelsoever, except as expressly provided in the Lease No amounts under the Lease may be prepaid

(CONTINUED ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as set forth below Lessee acknowledges that no amendment to any Leasing Schedule or the Agreement shall be effective unless in writing signed by the parties hereto

> BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE AGREEMENT, THAT LESSOR OR IT'S REPRESEN-TATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN OR IN THE LEASTING SCHEDULE AND UNATIONAL INFORMATION OF THE ADDITION OF THE STATE THAT (SINE IS DULY AUTHORIZED TO EXECUTE THE AGREEMENT ON BEHALF OF LESSEE,

LESSEE: The Mount Yerrion Hospit TITLE DATE: 117-

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SIEMENS MEDICAL SOLUTIONS USA, INC.

LEADER

10-04

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BENDAMI

LESSEE: The Mount Vemon Hospital

12 North Seventh Avenue

Mount Vernon, NY 10550 State Zici

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3. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDY; LIMITATION OF LIABILITY. Lessee has selected both the Equipment and the supplier (identified in the Leasing Schedule, herein "Supplier") from whom Lessee has requested that Lessor purchase the Equipment LESSEE AGREES THAT THE EQUIPMENT LEASED UNDER THE LEASE IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE AND THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR LESSEE'S PURPOSES, AND THAT EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED HEREIN OR IN THE LEASING SCHEDULE, LESSOR HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. LESSOR DISCLAIMS. AND LESSEE HEREBY EXPRESSLY WAIVES AS TO LESSOR, ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, AND ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT. Nothing contained in the foregoing discisioner is intended to diminish the right of the Lessee to exercise all rights and remedies against the Supplier, manufacturer or service provider of the Equipment (including Stamens Medical Solutions USA, foc if it is the Supplier, manufacturer or servicer of the Equipment) for all representations, warranties and commitments made by such party, either in (i) any written purchase agreement or purchase order covering the Equipment with the Supplier or manufacturer ("Supply Contract"), or (u) any written service contract with a service provider ("Service Contract"), provided, however, their the exercise of any rights scalnet the Supplier, manufacturer and/or service company shall not alter, amand, abrogate, nullify, supersade, suspend, dummich or otherwise affect any of the obligations of Lassas hereinder IN NO EVENT SHALL LESSOR BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASE OR THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. If the Equipment is not as represented or warranted by the Supplier, manufacturer and/or service company or is unsatisfactory for any reason, Lessee shall make any claim on account theroof solely against the Supplier, manufacturer and/or service company and shall, nevertheless, pay Lessor all amounts payable under the Lease and shall not set up against Leasee's obligations any such claims as a defonse, counterclaim, recoupment, deduction, setolf or otherwise

TITLE; IDENTIFICATION; PERSONAL PROPERTY: Lessee acknowledges that subject to the provisions of Section 12 of the Leasing Schedule, tile to the Equipment shall at all times be vested in Lessor, and no nghi, tille or merest in the Equipment shall pass to Lessee other than, conditioned upon Lessea's compliance with and fulfillment of the terms and conditions of the Lease, the right to possess and use the Equipment for the full Lease Term Lassee agrees not to sell, assign, sublet, pledge, or otherwise encumber any interest in the Lesse or the Equipment and agrees to keep the same tree from any tren, encumbrance, right of distraint or any other cisim which may be asserted by any third party. Lessee shall immediately notify Lessor in writing of any tax or other liens attaching to the Equipment Lessor may require plates or markings to be attixed to or placed on the Equipment indicating Lesson's interest. Lesson and Lesson hereby confirm their intent that he Equipment always remain and be deemed personal property even though the Equipment may hereafter become attached or affixed to restly Lessee shall obtain all such waivers as Lessor may reasonably require to acknowledge Lessor's bile to and assure Lessor's right to remove the Equipment, including any landlord and mortgagee waivers

5. PAYMENT OF TAXES; GENERAL INDEMNIFICATION: Lesses shall pay promptly to Lessor when due, all taxes, fees and assessments, including but not furnited to, all license and registration fees, sales, use, property, gross raceipts, excise, iransaction, ad valorem, privage, intangible, stamp or other taxes or charges, logether with any fines, penatives or interest litereon (unless such fines, penatives or interest ance solay from Lesson's gross registered or willful misconduct) now or hereafter imposed by any governmental body, upon

or with respect to, any of the Equipment or the use, possession, ownership, leasing, operation, delivery or return thereof (excluding, however, franchise laxes and any taxes based on the net income of Lessor). Any fees, laxos or other amounts paid by Lessor upon failure of Lessor to make such payments set forth in this Section 5 shall be payable upon demand from Lessee to Lessor Lessee agrees to indemnify and hold Lessor (and its ausright) hamiless from and against any and at delims, losses, damages, penalties, schone, cuits and liabituas (including negligence, tort and stinct labitity), together with all reasonable legal costs and expenses in contraction therewith incurned by Lessor (and its assigns) which result from, or relate to, the menutacture, purchase, ownership, mointenance, modification, delivery, installation, possession, condition, tilling, registration, use, acceptance, rejection, revocation of acceptance, operation or return of the Equipment

6. INSTALLATION AND DELIVERY' Except as may otherwise be provided in any Supply Contract where Stemens Medical Solutions USA, Inc. is the Supplier (i) Lesses shall provide a suitable installation environment for the Equipment as specified in the applicable manufacturer's or Supplier's manuals, and, furnish all ison required for unpacking and placing each Item of Equipment in the destred location and (ii) Lesses shall also be responsible for any delivery, diging, destination and installation charges charged by the manufacturer or Supplier with respect to the Equipment

OPERATION, USE; INSPECTION: For the full Lease Term, Lessee shall operate the Equipment in accordance with all applicable manufacturer and Supplier manuals or instructions by fully qualified and duly authomzed personnel only, in accordance with all applicable laws and regulations. For said Lassa Term, Lassae shall properly maintain the Equipment, or cause it to be properly maintained, by a fully qualified service company, and shall immediately notify Lassor in writing of the antity maintaining the Equipment and of any change of such entry Such maintenance shaft be performed in accordance with all requirements necessary to enforce all product warranty rights All operating and maintenance costs with respect to the Equipment shall be borne by Leases, Lesses shall not (a) use, operate or locate the Equipment in any manner or area so as to cause it to be excluded from covarage by any insurance required under the Lesse; (b) abandon the Equipment or, without prior written notice to Lassor, take the Equipment out of use, (c) after the Equipment; (d) permit the Equipment to be removed from the equipment location specified in the Leasing Schedula (herein "Equipment Location"), or any subsequent location, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, or (e) without the phor written consent of Lessor, affir or install any accessory, equipment or device on any item of Equipment if such (i) is not readily removable, or (ii) will impair the value or the originally intended function or use of such Equipment All additions, repairs, parts, accessones, equipment and devices attached or affixed to any item of Equipment which are not readily removable, chall become the property of Lassor and part of the Equipment for all purposes hereof. Lassor shall have the right from time to time during normal business hours to enter upon the Equipment Location or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment

a. RISK OF LOSS; INSURANCE- (a) As between Lessee and Lessor, Lessoe agrees that it shall beer all risk of loss, damage to or destruction of the Equipment (whether occurring prior to, on or after the Commencement Date) unless and until the Equipment is returned to Lessor in accordance with the requirements of the Lease, including, without traitation, Section 11 of the Agreement Notwithstanding the forgoing where Stamans Madical USA, Inc. is the supplier the nsk of loss, damage to or destruction of the Equipment shall pass to Lessee upon delivery to the Equipment Location, except as may otherwise be provided in any Supply Contract Lessee shall give Lessor prompt notice of any damage to or loss of any Equipment or of any occurrence arising from the possession, use or operation of the Equipment resulting in death or bodily milury, or damage to properly in the event of damage to any item(s) of Equipment, Lessee shall immediately place such ilem(s) in good repair (with no abatement of Lease Payments), with the proceeds of any insurance recovery applied to the cost of such repair. Should any nem(s) of Equipment become tost, stolen, destroyed, worn out, damaged bayond repair, condemned, confiscated, seized or requisitioned (herein "Event

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of Loss"), Lessee shall, at the option of Lessor, either (i) replace the same with like equipment in good repair (with no abatement of Lease Payments) and ensure that Lessor acquires good title to such replacement equipment or execute any documents or instruments requested by Lessor in order to ensure a valid, perfected and enforceable first priority security interest in such replacement equipment, or (n) in the event Option A of Section 12 of the applicable Leasing Schedule has been selected ("Option A"), pay to Lessor on the lease payment date immediately following such Event of Loss (herein "Loss Payment Date"), the pro rata portion relating to such (lem(s) of the greater of (A) the remaining Lease Payments for the balance of the Lease Term (calculated as of the Loss Payment Date), plus Lessor's astimated residual interest in the Equipment, such sum discounted at a per annum rate of five percent (5%), or (B) the supulated loss value of the Equipment as set forth in the schedule to the Lease and made a part thereof ("Stipulated Loss Value") calculated for the Payment Period immediately following the Loss Payment Date, plus in either case all Lease and other payments due but unpaid through the Loss Payment Date relating to such dem(s), whereupon the Lease shall terminate as to such dam(s) and Lessor shell adjust the remaining Lease Payments and Stipulated Loss Value Schedule accordingly, or if Option 8 or Option C of Section 12 of the applicable Leasing Schedule has been selected ("Option 8" or "Option C", as applicable), pay to Lessor on the lease payment date immediately following such Event of Loss, the pro rate portion relating to such item(s) of the sum of (A) the remaining Lease Payments for the balance of the Lease Term and (B) the purchase option price specified in Option B or Option C, as applicable (herein "Purchasa Option Price', such sum discounted at the per annum rate implicit in the Lease assuming exercise by Lessee of such purchase option (herein "Lease Rate"), plus any other payments due from Lesses to Lessor with respect to such Ham(s), whereupon the Lesse shall terminate as to such liem(s) and Lessor shall adjust the remaining Laase Payments and Purchase Option Price accordingly,

(b) For the full Leave Term, Lessee, et its expense, stull maintain comprehensive general liability insurance and "all risks" property insurance with respect to the Equipment (se primary insurance for Lesses and Lessor). both in such amounts as Lessor shall require, except that such property insurance shall be in an amount at least equal to the full replacement value of the Equipment or, if Option A was selected, the applicable Stipulated Loss Value thereof, if greater; and such maurance shall be placed with carriers acceptable to Lessor. The Rability insurance policy shall name Lessor (and its successors and assigns) as additional insured and the property insurance policy shall name Lessor (and its successors and assigns) as loss payee to the extent its interest may appear, and both policies shall provide that they may not be canceled or allered without at least thirty (30) days prior written notice to Lessor Lessee mevocably appoints Lessor its agent and attomayin-fact for the purpose of adjusting and setting any property insurance hereunder and endorsing in Lessae's name any instruments or payments received in respect thereof Lesses shall furnish to Lessor within thirty (30) days (or sooner if requested by Lessor) of delivery of the Equipment, a certificate of insurance that such coverage is in effect, however, Lessor shall be under no duty either to ascertain the axistence of or to examine such insurance policies or to advise Lessoe in the event that such insurance coverage does not comply with the requirements hereof if Lessee fails to provide Lassur appropriate evidence of property insurance as remared hereunder, Lessor shall have the right, but not the obligation, to obtain property insurance covering its interest in the Equipment from an insurar of its choice ("Insurer"), including an affiliate Lessor may add the costs of acquiring and maintaining such insurance and tees for its services in placing and mainteining such insurance (collectively, "insurance Charge") to the amounts due from Lesses under the Lesse Lessee shall pay such insurance Charge in equal installments allocated to the remaining Lease Payments (plus minerest on such allocation at 1 3% per month). In the evant that Lessor purchases such insurance, Lessee shall cooperate with Lessor's insurance agent with respect to the placement of insurance and the processing of claims. Nothing in the Lease shall create an insurance relationship of any type between Lassor (including to insurer and agents) and Lessee Lessee acknowledges that Lessor is not required to secure or maintain any such insurance, and

Lessor shall have no lisbility to Lessee if Lessor ferminates any insurance coverage etranged hereunder. If Lessor replaces or renews any such insurance coverage, Lessor shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as previously method.

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DEFAULT AND REMEDIES: (a) Any one or more of the following shall constitute a default by Lessee under the Lesse (herein "Default") (i) failure by Lessee to pay any amounts under the Lease when due and such remains unremedied for a period of ten (10) days from the due date; or (a) (A) failura by Lessee to melintain any insurance required under the Lesse, or (B) failure by Lessee to comply with any other provisions or perform any of its other obligations ansing under the Lease or under any other documents or agreements relating to the Lease, and such remains unremedied by Lessee for a penod of twenty (20) days, or (III) any representations or warranties made or given by Lessee or any guarantor of any of Lesses's obligations under the Lease (herein "Guarantor") In connection with the Lease or the Agreement, or any other document or agreement relating to the Lease or the Agreement (including any applicable guaranty), were false or misleading in a malerial way when made, or (iv) subjection of the Equipment to lavy or execution or other judicial process which is not or cannot be removed within thirty (30) days from the subjection thereof, or the imposition of any unauthorized lien on or transfer of the Equipment by or through Lassee; or (V) commencement of any intolvency, bankruptcy or similar proceedings by or against Lessae or Guarantor (each, an "Obligor"), including any assignment by an Obliger for the benefit of creditors, and in the case of any such involuntary proceedings, such is not dismissed within thirty (30) days of institution, or the mability of an Obligor to generally pay its debts as they become due, or the appointment of a receiver, trustee or similar official for an Obligor or any of its respective property; or (vi) any material adverse change from the date of the Leasing Schedule in an Obligor's business operations or financial condition, or any act of an Obligor which impenis the value of the Equipment or the prospect of full performance of an Obligor's obligations under the Lease or any applicable gueranty, including but not kimited to the liquidetion or dissolution of an Obligor or the commencement of any acts relative thereto, or without the prior written consent of Lessor, any sale or other disposition of all or substantially all of the assets of an Obligor, or any margar or consolidation of an Obligor unless such Obligor is the surviving entity and such Obligor's langible net worth, after giving effect to such transaction, equals or exceeds that which existed pror thereig, or the cassilion of business by an Obligor, or (vii) a default by an Obligor under any Lease, guaranty or other agreement or note with Lessor, or with any assignee of the Lease, or under any agreement with any other party that in Lessor's sole opnion is a material agreement, or (vin) the death of an Obligor, the withdrawat of any pariner of an Obligor if such Obligor is a permarchip, or the mability of an Obligor to perform any of its raspective obligations contained in the Lease or in any applicable guaranty

(b) Upon any Default, Lessor may exercise any one or more of the following remedies (which remedies shall be cumulative to the extent permitted by law) (i) cancel or laminate the Lease and/or any unfunded commitments or proposals to Lessee, whether related to the Lesse or otherwise, (i) secure pescaable repossession and removal of the Equipment by Lessor or its agent without judicial process, (iii) domand and Lassee shall return the Equipment to Lessor in accordance with Section 11 hereof, (iv) sail, lease or otherwise dispose of the Equipment at public or private sale without advertisement or notice except that required by law, upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (if any such notice is required, Lessor and Lasses agree that 10 days noice shall be deemed to be communically reasonable); (v) demand and Lessee shall pay all expenses in connection with the Equipment relating to its retaking, refurbishing, sailing, leasing or the like, and (vi) exercise any other right or remody which may be available to it under the Uniform Commercial Code or any other applicable law

(c) If Option A has been selected, Lessor may exercise one or more of the following remedies in addition to the remedies sel forth in Section 9 (b) above (which remedies shall be cumulative to the extent permitted by law), (i) by notice to Lessee, as inquidated damages for loss of a bargain and not as a And the second second

penalty, declare the Stipulated Loss Value of the Equipment calculated for the Payment Period Immediately following the date of such notice enmoduately due and payable, together with (A) all past due but unpaid Lease Payments through such Payment Period, and (B) all other amounts due under the Lease (including late charges), whereupon such shall become immediately due and payable, (#) declare all remaining Lease Payments for the balance of the Lease Term discounted at a per annum rate of five percent (5%), plus all past due and unpaid Lease Payments and all other amounts due from Lessee heraunder, munediately due and payable in full, whereupon such shall become immediately due and payable

(d) If Option B or Option C has been selected, Lessor, in addition to the remedies sel forth in Section 8(b) above, may exercise the following remedy (which remedies shall be cumulative to the extent permitted by law) Lessor may declare all remaining Leave Payments for the belance of the Lease Term plus the Purchase Option Price, such sum discounted at the Lessa Reie, plus all other due but unpaid Lease Payments and all other amounts due under the Lease (including late charges), immediately due and payable in full, whereupon such shall become immediately due and payable

10 QUIET ENJOYMENT: So long as no Default susts, Lessor (and any assignce shall be deemed to have warranted that it) shall not interfere with Lesses's quiel enjoyment of the Equipment.

11. RETURN OF EQUIPMENT, EXTENSION OF TERM: Upon the and of the Lease Term or any extension thereof (unless Leasee has purchased the Equipment pursuant to the terms of the Lease), or upon demand of Lessor pursuant to Section 9 hereof, Lessee, at its own nsk and expense, shall immediately return the Equipment to Lessor, free of all flens and encumbrances created by or through Lessee, de-Installed and packed for shipment (by Supplier or a qualified service company) in accordance with manufacturer's specifications, in the same condition and appearance as when received by Lessee (ordinary wear and (ear excepted) and in good working order and eligible for manufacturer's maintenance (if available), along with original user manuals and documentation, freight prepaid and insured, to such location within the continental United States as Lessor shall designate Should Lessee fail to (i) provide timely notice of exercise as provided in Option A or Option B, or (II) provide Lessor, at least 120 but not more than 160 days prior to the proposed raturn date, with written notice of its election to return the Equipment, or (iii) return the Equipment to Lessor in the time and manner provided above, then the Lease Term shall be extended for successive 120 day periods until Lessee provides such notice and raturns the Equipment to Lessor in accordance herewith, or Lessor terminates the Lease by 10 days written notice to Lossee in the event the Losse is extended pursuant to the preceding sentence, the periodic Lasse Payments and the Sepulated Loss Value (if any) in effect prior to the expiration of the Lease Term, and all other provisions of the Lease, shell continue to apply

12 LESSEE REPRESENTATIONS AND COVENANTS: Lasses represents and covenants that (a) it is duly and solely organized, validily existing and in good standing under the laws of its state of organization, (b) the execution, delivery and performance by Lessan of the Lease and all other related instruments and documents will not violate any governmental statute or regulation, or conflict with or result in any breach, default or violation of the organizational documents of Lassee or any judgment, order or decrea to which Lassee or its property is subject. (c) the execution, delivery and performance by Lessee of the Lease and all other related instruments and documents have been duly autionized by all necessary organizational action; (d) Lessee shall furnish Lessor with (and cause any Guarantor to furnish) its annual and such interim financial statements as Lassor shall request, certified and audited (if available), together with officer's cartificates, opinions of counsel, resolutions and such other information and documents as Lessor may reasonably request, (e) financial statements and other related financial information furnished by Lessee upon Lessor's request shall be prepared in accordance with generally accepted accounting principles consistently applied and shell fairly present, in all material respects, Lessee's financial position and results of its operations as of the dates given on such statements, (f) the Lease and all other related instruments or documents hereunder are enforceable in accordance with their terms, shall be effective against all

creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud, and all information set forth on the Lessing Schedule is true and complete; (g) there are no pending or threatened actions or proceedings before any court, administrative agency or other dispute resolution forum that could have a material adverse effect on Lassae, the Lasse or any other related instruments or documents or the transactions thereunder, unless such actions have been previously disclosed to Lassor and consented to in writing by Lassor, (in) the Lease does not evidence a consumer transaction and all Equipment is leased for business purposes only, and not for personal, family or household purposes, and only for its normally mended purpose, (I) all Equipment is and shall at all times be and remain tangible personal property and shall not become a fixture or real property, (1) Lessee shell immediately notify Lessor in writing upon the occurrence of any Default or event which, with the lapse of time or giving of notice, would constitute a Default; and (k) Lassee shall provide Lassor with written notice at least thirty (30) days prior to changing its legal name, address, identity, state of organization, organizational structure, organizational identification number (if applicable) or social security or texpayer Identification number (as applicable). Lessue shall promptly execute and daliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purpose of the Leave

13. NOTICES; CHANGES; FILINGS; ACCESS TO BOOKS AND RECORDS: (a) Notices, requests or other communications required under the Lasse to be sent to enther party shall be in writing and shall be (i) by United States first class mail, postage prepaid, and addressed to the other party at the address specified above (or to such other address as such party shall have designated by proper notice). (II) by personal delivery or (iii) by avernight delivery by a nationally recognized counter Lasses authonizes Lessor to fil in descriptive material in the Lease (including serial numbers) and to correct any patent errors in the Lease Lasses (i) authonzes Lessor to file (and Leeses shall execute if requested by Lessor) and (6) inevocably appoints Lassor its agent and attomay-in-fact to execute in the name of Lessee and file, any Uniform Commercial Code financing statements (including any amendments thereto) or similar tilings with such authorites and with any fling offices as Lessor may determine are necessary or advisable to protect Lessor's Interest in the Equipment and/or the Lesse, and Lessee agrees to reinburse Lessor upon demand for all costs included with respect therelo and with respect to any tian, tax or other related searches (that Lessor may determine are necessary or advisable) performed by Lassor (whother prior to or after the date of the Lease) in connection with any Lease transaction

(b) For a period of four (4) years from termination of the Lease, Lessor shall make available upon written request of the Secretary of Health and Human Services or upon written request of the Compirollar General or any of their duly authorized representatives, the Lease and the books, records and documents of Lassor which are nocessary to certify the nature and extent of costs incurred under the Lease, if and solely to the extent that the Social Security Act applies to the Lesse. If Lessor carries out any of the duties of the Lease through a subcontract with a value of \$10,000 or more over a 12 month penod with a related organization, such subcontract shall include a clause to the effect that until the explication of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Sucretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract

14. ASSIGNMENT. Lessor may assign or transfer all or any interest of Lessor in the Lesse and/or the Equipment without notice to Lesses UPON NOTICE OF SUCH ABSIGNMENT LESSEE AGREES TO PAY DIRECTLY TO ASSIGNEE (OR AS INSTRUCTED BY LESSOR) WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE UNDER THE LEASE AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST ASSIGNEE ANY DEFENSE, COUNTERCLAIM, Page 4 of 5

RECOUPMENT CLAIM OR SETOFF WHICH LESSEE HAS OR MAY HAVE AT ANY TIME AGAINST LESSOR FOR ANY REASON WHATSOEVER. Lesses acknowledges that any assignment of transfer by Lessor shall not materially increase the burdens or noise imposed on Lesses. Lesses shall (if requested by Lessor) acknowledge in writing any assignments (including any material terms of the Lesse) in a form supplied by Lessor LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THE LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT WITHOUT THE PRIOR WRITTER CONSENT OF LESSOR.

15. MISCELLANEOUS. The Lease shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, and permitted SUCCESSOR and assigns THE PARTIES HERETO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT, LEASE, OR THE TRANSACTION CONTEM-PLATED HEREBY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY LESSOR'S RIGHTS AS DESCRIBED IN THE LEASE. Lessee walves all rights it may have to require tassor to dispose of or marshall the Equipment or otherwise miligate its damages hereunder. No waver of any provision of the Leese shell be effective unless in writing, signed by the party to be charged, and no amendment, supplement or other modification of the Lease shall be effective unless in writing, signed by each of the parties to the Lease No follows to exercise, no delay in exercising, and no single or partial exercise on the part of Lessor of any right, remady, or power under the Lease, shall operate as a waver thereof or practude Lessor from exercising any other right, remedy or power under the Lesse. Any provision of the Lesse which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the Lease . The Lease, and all related documents, including (a) amendments, addenda, consents, waivers and modifications which may be executed contemporaneously therewith or subsequently thereto, (b) documents received by Lessor from the Lessee, and (c) financial statements, certificates and other information previously or autosequently furnished to Larsor, may be reproduced by Lessor by any photographic, photostatic, microfilm, micro-card, miniature photographic, compact disk reproduction or other similar process and Leasor may destroy any original document so reproduced Lessee warves all right to object to the admissibility of such reproduction and stipulates that any such reproduction shall, to the extent permitted by law, be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original itself is in existence and whether or not the reproduction was made by Lessor in the regular course of business) and that any enlargement, facsimile or further reproduction of the reproduction shall likewise be admissible in evidence Lasses agrees that the forms and provisions of the Agreement and each

Lease shall be considered prophetary information of Lessor, and Lessee shall keep such terms and provisions confidential and shall not disclose such terms and provisions to anyone who is not a party hereto. Lessee understands and acknowledges that any disclosure or misappropriation of any of this confidential information in violation of the foregoing may cause Lassor preparable name, the amount of which may be difficult to ascertain, and therefore agrees that Lessor shall have the right to apply to a court of competent jurisdictions for an order restraining and enjoining any such further disclosure or misappropriation and for such other relief as Lessor deems appropriate Such right of Lessor is in addition to the remedies otherwise available to it under this Lease or at law or equity in the event that Lessor seaks injunctive relief of any provisions of this Lease, then Lessne agrees to waive and hereby does waive any requirements that Lessor post a bond or other security in consideration of financial accommodations Lassor has extanded or may hereafter extend to Lessae under the terms of any lesse ioan, note, agreement or instrument with Lessor previously, now or hereafter executed by Lesses (each, a "Contract" and collectively, the "Contracts"), Lesses agrees that all presently existing and hereafter acquired personal property of Lesson in which Lessor (or any assignee of Lessor, as provided below) has a security interest shall secure the payment and performance by Lasses of all of Lasses's obligations to Lassor under the Contracts (including, without imitation, the Lease), provided, however, that any assignee of a Lease shall only be enlitted to exercise such rights in the personal property of Lasses in which such assignme has a security interest (whether by assignment from Lessor or otherwise) and may only exorcise such rights under any Contracts owned by such assignee (whether by assignment from Lassor or otherwise). No action, regardless of form, arising out of the Lease may be brought by Lessee more than two (2) years after the cause of action has accrued The representations, warrantles, obligations and indemnities of Lessee under the Lesse shall survive the termination or cancellation of the Lease to the extent required for their full observance and performance. The obligations of each co-maker (if any) of the Loase, shall be primary, pint and several. In the evant that Lessee fails to meet any of its obligations under the Lease, Lessor may at its option satisfy such obligation and Lasses shall reimburse Leasor on demand therefor in the overtilities legal or other action is required to enforce Lesson's rights under the Lease (including the exercise of remedies under Section 9 harson, Lesses agrees to reimburse Lasaor on demand for its reasonable adorneys' fees and its other related costs and expenses, (whether incurred prior to or after judgment) The captions in the Lease are for convenience only and shall not define or limit any of the terms hereof THE AGREEMENT AND THE LEASE (A) HAVE BEEN ACCEPTED BY LESSOR IN, AND FOR ALL PURPOSES SHALL BE DEEMED CONTRACTS ENTERED INTO IN, THE STATE OF NEW JERSEY, AND (B) SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF,

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<u>Exhibit B</u>

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SIEMENS		SI	emens M		TIONS USA, INC. HEDULE #: <u>14807</u>
LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC. 51 Valley Stream Parkway Malvern, PA 19355 LEASING SCHEDULE # <u>14807</u> (herein also referred to as the "Leasing Sched 10/06/2004 (herein "Agreement"), between Lessor and Lesson	,	ESSEE:	ettain Maste	The Mount Vernon (harein "Lessee" 12 North Seventh (Address) Mount Vernon, NY (City, Stata, Zp)	Avenue
1. EQUIPMENT DESCRIPTION: SPAS CSG Accessories and Supplies-Local as referenced in guote # 1-859KLW (Attach	β.	PAYMENT P	PERIOD: MO	NTHLY	
schedule, if needed),	9, (a)	ADVANCE I	EASE PAY	WENT(S): #1, TOT/	LING \$1,484 37
2 TOTAL EQUIPMENT COST: \$73,456 00	9. (b)	DOCUMENT	ATION FEE	2 \$0 00 due on invo	ice
3. SUPPLIER: Slemens Medical Solutions USA, Inc.	10, (a)	EQUIPMENT	(if different from Le	ssee's address above	
4. LEASE TERM (in months): 57 (plus any Interim Period, if applicable)	10, (b)		N Seventh Avenue Mount Vernan, NY 10550-2098 SSEE'S STATE OF INCORPORATION/ORGANIZATION: v York ERIM RENT APPLICABLE: []YES [X]NO; OUNT: \$D 00		
 COMMENCEMENT DATE: The Lease Term shall commence upon the earliest of (i) completion of installation of the Equipment in accordance with the manufacturer's published specifications, (ii) first patient use of the Equipment or (iii) Shore (III) down of the Equipment of the term of t	11.	INTERIM RE			
patient use of the Equipment, or (iii) fifteen (15) days from the delivery of the bulk of the Equipment to the FOB destination if the installation of the Equipment has been delayed due to causes beyond the reasonable control of Lessor or Supplier (the "Commencement	12.	PURCHASE (which shall i	PURCHASE OPTION: Lessee selects the following option which shall be irrevocable by Lessee once exercised).		
Dato").		OPTION A	[x]	a Fair Market V	alue purchase option.
5. NUMBER OF LEASE PAYMENTS: 57		OPTION B	۵	a Fixed Purcha	se Option at a
7. LEASE PAYMENT (per payment penod) \$1,484.37				Purchase Option Total Equipmen	n Price of [] % of the t Cost.
Payable [X] In Advance ~ First Lease Payment due on the Commencement Date, or if Interim Rent is applicable, the first day immediately following the Interim Period		ортіон с	Ω	a Nomical Fixe a Purchase Opt	d Purchase Option at on Price of \$ []
	DULE				
IN WITNESS WHEREOF, the parties hereto have duly executed the Lease as be the date of Lessor's acceptance as set forth below EXCEPT IF S ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS A AUTHORITY TO BIND THE OTHER	of the date IEMENS I	s set forth bel MEDICAL, SO OR REPRE	W For all p LUTIONS U SENTATIVE	urposes hereof, the ISA, INC. IS THE OF THE OTHER	date of the Lease shal SUPPLIER, LESSEE AND NEITHER HAS

.

AUTHORITY TO BIND THE OTHER.

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ACCEPTED	BY:
LESSOR:	SIEMENS MEDICAL SOLUTIONS USA, INC.
ВҮ:	Opm P. Bayke
NAME;	John P Eoyle
	Sill'STT, Director
	Business Administration
DATE:	12.6.07

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE.

.....

1

LESSEE: The Mount Vertion Hospital Williers 1 BY: L Authorized Signature)

Nick D'Addesio

TITLE: V.P. Operations DATE:

Page 1 of 2

NAME;

OPTION A - FAIR MARKET VALUE PURCHASE OPTION: If Option A has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notica to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase Data") all but not less than all of the Equipment subject to the Lease for its "Fair Market Value". Fair Market Value shall mean the value of the Equipment (on an installed and operating basis) which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment (eater) under no compulsion to buy, and an informed and willing beller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. Fair Market Value shall be determined by the mutual agreement of Lessor and Lessee in accordance with the preceding sentence if Lessor and Lessee cannot agree, Fair Market Value shall be determined by a qualified independent equipment appraiser selected by Lessor and approved by Lessee, and Lessee shall pay the cost of appraisal. Provided Lessor on the Purchase Data the aforementioned purchase pince in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lesser without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any lens by or through Lessor, except those (if any) Lessee is obligated to discharge.

OPTION B - FIXED PURCHASE OPTION: If Option B has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for the amount specified in Option B. Provided Lessee has exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase pince in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, expiress or implied from Lessor, ether than the absence of any lengs by or through Lessor, except those (if any) Lessee is obligated to discharge

OPTION C - NOMINAL FIXED PURCHASE OPTION: If Option C has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee may purchase all but not less than all of the Equipment at the end of the (original) Lease Term for the nominal purchase price specified in Option C Lessee shall pay to Lessor on the day following the last day of such Lease Term such purchase price together with all sales and other taxes applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lessee, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any lens by or through Lessor, except those (if any) Lessee is obligated to discharge

13. LEASE PAYMENTS; ADJUSTMENTS: Lessee acknowledges that the Lease Payments herein are based upon the Total Equipment Cost set forth above, and as a result of authorized changes to the Equipment, the final Total Equipment Cost may increase or decrease by up to 10% In such event, the Lease Payments shall be adjusted accordingly, and Lessee authorizes Lessor to correct the Lease (and all related documentation) to reflect such changes, and Lessee, if requested by Lessor, shall confirm such changes to Lessor in whing The Lease Payments specified in the foregoing Section 7 are based upon a Reference Rate of 4 37%, as reported in *The Wall Street Journal* on 10/11/2007. The Reference Rate is defined to be the yield to maturity of the U S Treasury Note having a 4 250% coupon and maturing in 09/2012, such Note having a remaining life cosest to the Lease Term (but in no event less than 60 months) and in the case of multiple notes, the one trading closest to par The interest rate that will actually be used in establishing the Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate as published in *The Wall Street Journal two* business days prior to the commencement Date Lease eauthorizes Lessor to unilaterally me the appropriate changes to the Lease Payments consistent with the foregoing and, if requested by Lessor, Lessee shall confirm such changes to Lessor in writing.

14. MISCELLANEOUS: Lessor and Lessee agree that the terms and 14. MISCELLANEOUS: Lessor and Lessee agree that the terms and conditions of the Agreement are hereby incorporated into this Leasing Schedule to the same axtent as if such terms and conditions ware set forth in full herein THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY APPLICABLE STIPULATED LOSS VALUE SCHEDULE, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS REPRESENTATIONS. WARRANTIES AND AGREEMENTS: PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS; PROPOSALS, REPRESENTATIONS, WARGANTIES AND AGREEMENTS; BUT THIS PROVISION, HOWEVER, SHALL IN NO WAY LIMIT OR DIMINISH ANY LIMITATIONS ON LIABILITY, DEFENSES OR RIGHTS, THAT MAY BE AVAILABLE TO SIEMENS MEDICAL SOLUTIONS USA, INC., PURSUANT TO ANY SUPPLY CONTRACT OR SERVICE CONTRACT TO WHICH IT IS A PARTY. Capitalized terms used herein, which are not otherwise defined herein shall have the same meanings as which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement. THE LEASE HAS BEEN ACCEPTED BY LESSOR IN, AND FOR ALL PURPOSES SHALL BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. LESSOR AND LESSEE AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THE LEASE AND THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE FEDERAL, STATE OR LOCAL COURTS SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, AND HEREBY SUBMIT TO THE NON EVOLUTION OF SILCH COURTS LOSSOF AND THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS. Lessor and Lessee acknowledge that such courts are convenient forums and waive any defense based upon doctiones of venue or forum non-conventiens or sumilar rules or doctrines Lessee consents to service of process by certified mail or by overnight delivery by a nationally recognized courier at its address above (or to such other address as Lessee shall have designated by proper notice) In connection with any legal action brought by Lessor Any amendments contained or incorporated into this Leasing Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing Leasing Schedule and shall be interestive with respect to any other Leasing Schedule. The Lease shall become effective at the time of Lessor's acceptance (by execution hereof) at the address set forth above, by an authorized representative of Lessor in the event the Lease is deemed to be intended as security (i) Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all acceptance all payments explained and the constraints and acceptance of the secure and the security interest in the Equipment, together with all acceptance all payments endercoments extintions modifications and accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds), and (ii) notwithstanding any applicable state laws to the contrary, Lessee agrees to reimburse Lessor for all reasonable attorneys' fees incurred by it incident to any action or proceeding involving the Lessee brought pursuant to the Bankruptcy Code, as amended, which are allowable under Section 506(b) thereof

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SIEMENS MEDICAL SOLUTIONS USA, INC. COTERMINOUS ADD-ON ADDENDUM LEASING SCHEDULE #14807

This Addendum shall become a part of that certain Leasing Schedule #14807 (the "Lease") to Master Equipment Lease Agreement dated 10/06/2004 (the "Agreement") between Siemens Medical Solutions USA, Inc. ("Lessor") and the undersigned lessee ("Lessee") If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Lease.

It is the intent of Lessee and Lessor that the Equipment described in the Lease will be used as an add-on to the equipment described in Leasing Schedule **#1553056002** (the "Primary Lease"). Accordingly, Lessee and Lessor acknowledge and agree that, notwithstanding anything contained in the Lease to the contrary. (a) the Lease Term of this Lease shall be coterminous with the remaining lease term under the Primary Lease; (b) the regularly scheduled payment dates for Lease Payments under the Lease shall be the same as the regularly scheduled payment dates for lease payments under the Primary Lease; (c) if Lessee elects to purchase the equipment subject to the Primary Lease, then Lessee shall be deemed to have elected to simultaneously purchase the Equipment pursuant to the terms and conditions set forth in the Lease (d) if Lessee elects or is obligated to return the equipment subject to the Primary Lease, then Lessee shall be deemed to have elected and shall be obligated to simultaneously return the Equipment pursuant to the terms and conditions set forth in the Lease shall be renewed or extended, as applicable, and the renewal or extended, as applicable, and the renewal or extended, as applicable, then the Lease inconsistent with the Primary Lease, the Primary Lease or under the Lease inconsistent with the Primary Lease and under the Lease, the election relating to the Primary Lease shall be coterninous with the Primary Lease. Lease and under the Lease, the election relating to the Primary Lease shall be coterninous with the Primary Lease.

Lessee acknowledges that the Lease Term, the Number of Lease Payments and the Lease Payments described in the Lease are based upon an assumption that the Commencement Date shall occur no later than 12/28/2007 ("Assumed Commencement Date") In the event the actual Commencement Date is later than the Assumed Commencement Date, Lessee authorizes Lessor to unilaterally modify the Lease Term, the Number of Lease Payments, the Lease Payments, the Stipulated Loss Value Schedule (if any), and any other term or condition of the Lease accordingly, and Lessee, if requested by Lessor, shall confirm such changes in writing

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Addendum to be executed by their authorized representatives. For all purposes hereof, the date of this Addendum shall be the date of Lessor's execution as set forth below.

LESSOR:

SIEMENS MEDICAL SOLUTIONS USA, INC.

BY:

 NAME:
 John P Boyle

 StrikewerDirector

 Bitomest Administration

 (Mind or Typed)

DATE: 12.6.07

LESSEE:

The Mount Vernon Hospital

BY: (Authonzed Signature)

NAME: Nick D'Addesio (Pnnted or Typed)

TITLE VP Operations

DATE:

L \umpfilleumng Operations/ACCOUNT MANAGER DEALSLows, LociRichard Crean/The Mount Vernon Hasplin/14807/Co-Ternunus Add-On 14807 doc

Siemens Medical Solutions USA, Inc.

Lease Agreement consisting of Leasing Schedule #14807 and Master Equipment Lease Agreement dated

10/06/2004

This Addendum shall become a part of that certain Lease Agreement between Stemens Medical Solutions USA, Inc., as Lessor, and The Mount Vemon Hospital, as Lessee, which Lease Agreement consists of Leasing Schedule #14807 (the "Leasing Schedule") and Master Equipment Lease Agreement dated 10/06/2004 (the "Master Agreement"), the terms and conditions of which are incorporated into the Leasing Schedule. To the extent that this Addendum modifies and amends the terms of the Master Agreement, such modifications to the Master Agreement shall only apply with respect to Leasing Schedule #14807, and not to any other Leasing Schedules heretofore or hereafter entered into by Lessor and Lessee if there be any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Lease Agreement

Lessee and Lessor hereby amend the Master Agreement as follows:

- Amend Section "2. TERM AND LEASE PAYMENTS:" of the Master Agreement as follows 1
 - In the 6th sentence, delete the number "1 3%" and replace it with "0 75%" a.
 - In the 6th sentence, after the word "amount" and before "(including accelerated balances)" add the words b "that is more than twenty (20) days past due"
 - Add the following to the end of the third to last sentence "except with respect to patent errors unrelated to C the Equipment, such as overpayment '
- 2. Amend Section "8. RISK OF LOSS; INSURANCE:" of the Master Agreement as foliows:
 - а in subsection (a) in the 5th sentence, delete the words "residual interest" and replace them with the words 'residual value
- Amend Section "9. DEFAULT AND REMEDIES:" of the Master Agreement as follows 3
 - In sector (a), subsection (i) delete the words "ten (10) days from the due date, or" and replace them with the words "twenty (20) days after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee, or"
 - in section (a), subsection (ii) after the words "twenty (20) days" add the words "after written notice (by b certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee"
 - C In section (a), subsection (vii) delete the words "with any other party that in Lessor's sole opinion is a matenal agreement" and replace them with "any affiliate of Lessor or with Lessee's landlord at the Equipment Location".
 - In section (b) delete subsection (iv) in it's entirety and replace it with "seli, lease or otherwise đ dispose of the Equipment at public or private sale with notice, upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (if any such notice is required, Lessor and Lessee agree that 10 days notice shall be deemed to be commercially reasonable)."
- 4. Amend Section "12. LESSEE REPRESENTATIONS AND COVENANTS:" of the Master Agreement as follows,
 - Delete section (d) in it's entirety and replace it with "Lessee shall furnish Lessor with (and cause any 8 Guarantor to furnish) its annual financial statements as Lessor shall request in writing, certified and audited (If available), together with officer's certificates, opinions of counse), resolutions and such other information

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and documents as Lessor may reasonably request."

- 5 Amend Section "13 NOTICES; CHANGES; FILINGS; ACCESS TO BOOKS AND RECORDS:" of the Master Agreement as follows
 - a In section (a) subsection (i) after the word "class" and before the word "mail" add the word "certified"
 - b Delete the 2nd sentence and replace with "Lessee authonzes Lessor to file (and Lessee shall execute if requested by Lessor) in the name of Lessee, any Uniform Commercial Code financing statements (including any amendments thereto) or similar filings with such authorities and with any filing offices as Lessor may determine are necessary or advisable to protect Lessor's interest in the Equipment and/or the Lease, and Lessee agrees to reimburse Lessor upon demand for all costs, not to exceed \$500) incurred with respect thereto and with respect to any lien, tax or other related searches (that Lessor may determine are necessary or advisable) performed by Lessor (whether prior to or after the date of the Lease) in connection with any Lease transaction. Notices to Lessee shall be sent to the attention of Vice
 - Any notices sent to Lessee by certified mail shall be sent to the attention of Nick D'addesio, Vice President
 of Operations
- 6 Amend Section "15. MISCELLANEOUS:" of the Master Agreement as follows
 - a) Delete the 3rd sentence
 - b) At the end of the 10th sentence add the words", except in regard to legal defenses"
 - c) Delete the 13th sentence in its entirety, beginning with "In the event"
 - d) Delete the 15th sentence in its entirety, beginning with "No action"
 - e) in the 16th sentence, after the word "Lessee" and before the word "under" add the words "and Lessor"
 - f) Delete the 19th sentence in its entirety, beginning with " In the event"
 - g) In the last sentence, delete the words "NEW JERSEY" and replace them with the words "NEW YORK"
- 7 Amend Section "13. LEASE PAYMENTS; ADJUSTMENTS:" of the Leasing Schedule as follows
 - a. Delete the first two sentences of this section
- 8 Amend Section "14. MISCELLEOUS:" of the Leasing Schedule as follows
 - a Delete the 4th sentence in its entirety
 - b In the 5th sentence, delete "County of Middlesex, New Jersey" and replace it with "New York"

c Delete the last sentence and in its entirety and replace with "In the event the Lease is deemed to be intended as security Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds)

- 9 in Option A of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists"
- 10 In Option A of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)"
- 11 In Option B of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists"

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12 In Option B of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)".

Siemens Medical Solutions USA, Inc.
(Authorized Signature)
(Authorized Signature)
John P. Boyle
BhipDi-TypeDirector
Ensiness Administration
(Panted or Typed)
12-6-07

LESSEE: 1	he Mount Vernon Hospital	
	hut walder	
	(Authonzed Signature)	-
NAME.	Wal- Dir Li	

. .

NAME: Nick D'Addesio (Printed or Typed)

TITLE: <u>VP of Operations</u> (Printed or Typed)

DATE:

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• • •		Altieri Declaration	Pg 21 of 34	

SIEMENS

120-2504-200 SIEMENS MEDICAL SOLUTIONS USA, INC.

(herom "Lessee")

LESSOR	SIEMENS MEDICAL SOLUTIONS USA, INC.
	51 Valley Stream Parkway
	Malvern, PA 19355

LEASING SCHEDULE #: 1553056002

12 North Seventh	Avenue
	(Address)

The Mount Vemon Hospital

Mount Vernon, NY 10550

LEASING SCHEDULE # 1553056002 (herein also referred to as the "Leasing Schedule" or "Lease"), to that certain Master Equipment Lease Agreement dated 10/06/2004 (herein "Agreement"), between Lessor and Lessee

- EQUIPMENT DESCRIPTION MR Symphony as referenced in 1 quote # 3GN-7Q4(Attach schedule, if needed)
- TOTAL EQUIPMENT COST \$1,331,928 00 2.
- SUPPLIER Siemens Medical Solutions USA, Inc. 3
- LEASE TERM (in months) 60 4 (plus any Intenm Period, if applicable)
- COMMENCEMENT DATE. The Lease Term shall commence upon 5. the earliest of (i) completion of installation of the Equipment in accordance with the manufacturer's published specifications, (ii) first patient use of the Equipment, or (iii) fifteen (15) days from the delivery of the bulk of the Equipment to the FOB destination if the installation of the Equipment has been delayed due to causes beyond the reasonable control of Lessor or Supplier (the "Commencement Date")
- NUMBER OF LEASE PAYMENTS 60 6
- 7 LEASE PAYMENT (per payment penod) \$22,706 50

Pavable

ACCEPTED BY

[x] In Advance - First Lease Payment due on the Commencement Date, or if Interim Rent is applicable, the first day immediately following the Intenm Penod

] In Arrears - First Lease Payment due 30 days after the Commencement Date, or if Interim Rent is applicable, the first day of the second month immediately following the Interm Penod

8 PAYMENT PERIOD: MONTHLY

LESSEE

- 9, (a) ADVANCE LEASE PAYMENT(S): #1, TOTALING \$22,706 50
- DOCUMENTATION FEE: \$0 00 due on invoice 9 (b)
- 10 (a) EQUIPMENT LOCATION (if different from Lessee's address above) 12 N Seventh Avenue Mount Vernon, NY 10550
- 10 (b) LESSEE'S STATE OF INCORPORATION/ORGANIZATION. New York
- INTERIM RENT APPLICABLE []YES [X]NO; 11 AMOUNT \$0.00
- PURCHASE OPTION: Lessee selects the following option 12 (which shall be irrevocable by Lessee once exercised)

OPTION A	[×]	a Fair Market Value purchase option
Option B	۵	a Fixed Purchase Option at a Purchase Option Price of [] % of the Total Equipment Cost
OPTION C	IJ	a Nominal Fixed Purchase Option at a Purchase Option Price of \$ []

THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE FOLLOWING PAGES OF THIS SCHEDULE

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease as of the dates set forth below For all purposes hereof, the date of the Lease shall be the date of Lessor's acceptance as set forth below EXCEPT IF SIEMENS MEDICAL SOLUTIONS USA, INC IS THE SUPPLIER, LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF THE OTHER AND NEITHER HAS

> BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE. LESSEE: The Mount Vernon Hospital

LESSOR	SIEMENS MELICANSOLUTIONS OSA, INC.
BY,	John K. Boyk
NAME:	uoiensining
TITLE:	SMBigo Business Address SMS Business Addrig is the tion
	(Printed or Typed)
DATE	52 12 102

7 BY: NAME Nick D'Addesio

TITLE VP Operation

DATE

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OPTION A FAIR MARKET VALUE PURCHASE OPTION If Option A has been selected, provided no Default has occurred and is continuing and prouded the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (onginal) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for its "Fair Market Value" Fair Market Value shall mean the value of the Equipment (on an installed and operating basis) which would be obtained in an arm'slength transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value Fair Market Value shail be determined by the mutual agreement of Lessor and Lessee in accordance with the preceding sentence If Lessor and Lessee cannot agree, Fair Market Value shall be determined by a qualified independent equipment appraiser selected by Lessor and approved by Lessee, and Lessee shall pay the cost of appraisal Provided Lessee has timely exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge

OPTION B - FIXED PURCHASE OPTION. If Option B has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (onginal) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for the amount specified in Option B Provided Lessee has exercised its option to purchase Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase pince in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge

OPTION C - NOMINAL FIXED PURCHASE OPTION. If Option C has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee may purchase all but not less than all of the Equipment at the end of the (orginal) Lease Term for the nominal purchase price specified in Option C Lessee shall pay to Lessor on the day following the last day of such Lease Term such purchase price together with all sales and other taxes applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge

13. LEASE PAYMENTS; ADJUSTMENTS: Lessee acknowledges that the Lease Payments herein are based upon the Total Equipment Cost set forth above, and as a result of authorized changes to the Equipment, the final Total Equipment Cost may increase or decrease by up to 10% in such event, the Lease Payments shall be adjusted accordingly, and Lessee authorizes Lessor to correct the Lease (and all related documentation) to reflect such changes to Lessor in writing The Lease Payments specified in the

foregoing Section 7 are based upon a Reference Rate of 3.28%, as reported in *The Wall Street Journal* on 09/22/2004. The Reference Rate is defined to be the yield to maturity of the U.S. Treasury Note having a 3.375% coupon and maturing in 09/2009, such Note having a remaining life closest to the Lease Term (but in no event less than 60 months) and in the case of multiple notes, the one trading closest to par. The interest rate that will actually be used in establishing the Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate as published in *The Wall Street Journal* (wo business days prior to the Commencement Date Lessee authorizes Lessor to unilaterally make the appropriate changes to the Lease Payments consistent with the foregoing and, if requested by Lessor, Lessee shall confirm such changes to Lessor in writing

14. MISCELLANEOUS Lessor and Lessee agree that the terms and conditions of the Agreement are hereby incorporated into this Leasing Schedule to the same extent as if such terms and conditions were set forth IN full herein THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY APPLICABLE STIPULATED LOSS VALUE SCHEDULE, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREE-MENTS, BUT THIS PROVISION, HOWEVER, SHALL IN NO WAY LIMIT OR DIMINISH ANY LIMITATIONS ON LIABILITY, DEFENSES OR RIGHTS, THAT MAY BE AVAILABLE TO SIEMENS MEDICAL SOLUTIONS USA, INC., PURSUANT TO ANY SUPPLY CONTRACT OR SERVICE CONTRACT TO WHICH IT IS A PARTY. Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement THE LEASE HAS BEEN ACCEPTED BY LESSOR IN, AND FOR ALL PURPOSES SHALL BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. LESSOR AND LESSEE AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THE LEASE AND THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE FEDERAL, STATE OR LOCAL COURTS SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, AND HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS Lessor and Lessee acknowledge that such courts are convenient forums and waive any defense based upon doctiones of venue or forum nonconveniens or similar rules or doctrines Lessee consents to service of process by certified mail or by overnight delivery by a nationally recognized counter at its address above (or to such other address as Lessee shall have designated by proper notice) in connection with any legal action brought by Any amendments contained or incorporated into this Leasing Lessor Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing Schedule The Lease shall become effective at the time of Lessor's acceptance (by execution hereof) at the address set forth above, by an authonzed representative of Lessor In the event the Lease is deemed to be intended as security (i) Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds), and (ii) notwithstanding any applicable state laws to the contrary, Lesse agrees to reimburse Lessor for all reasonable attorneys' fees incurred by it incident to any action or proceeding involving the Lessee brought pursuant to the Bankruptcy Code, as amended, which are allowable under Section 506(b) thereof

SIEMENS

Siemens Medical Solutions USA, Inc.

Lease Agreement consisting of Leasing Schedule #1553056002 and Master Equipment Lease Agreement dated 10/06/2004

This Addendum shall become a part of that certain Lease Agreement between Siemens Medical Solutions USA, Inc, as Lessor, and The Mount Vernon Hospital, as Lessee, which Lease Agreement consists of Leasing Schedule #1553056002 (the "Leasing Schedule") and Master Equipment Lease Agreement dated 10/06/2004 (the "Master Agreement"), the terms and conditions of which are incorporated into the Leasing Schedule. To the extent that this Addendum modifies and amends the terms of the Master Agreement, such modifications to the Master Agreement shall only apply with respect to Leasing Schedule #1553056002, and not to any other Leasing Schedules heretofore or hereafter entered into by Lessor and Lessee. If there be any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Lease Agreement.

Lessee and Lessor hereby amend the Master Agreement as follows

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contract amend doc

- 1 Amend Section "2. TERM AND LEASE PAYMENTS:" of the Master Agreement as follows:
 - a In the 6th sentence, delete the number "1 3%" and replace it with "0 75%"
 - b In the 6th sentence, after the word "amount" and before "(including accelerated balances)" add the words "that is more than twenty (20) days past due"
 - c Add the following to the end of the third to last sentence "except with respect to patent errors unrelated to the Equipment, such as overpayment"
- 2 Amend Section "8. RISK OF LOSS; INSURANCE:" of the Master Agreement as follows
 - a In subsection (a) in the 5th sentence, delete the words "residual interest" and replace them with the words "residual value"
- 3 Amend Section "9. DEFAULT AND REMEDIES:" of the Master Agreement as follows
 - a In section (a), subsection (i) delete the words "ten (10) days from the due date, or" and replace them with the words "twenty (20) days after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee, or".
 - b In section (a), subsection (ii) after the words "twenty (20) days" add the words "after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee"
 - c in section (a), subsection (vii) delete the words "with any other party that in Lessor's sole opinion is a material agreement" and replace them with "any affiliate of Lessor or with Lessee's landlord at the Equipment Location"
 - d In section (b) delete subsection (iv) in it's entirety and replace it with "sell, lease or otherwise dispose of the Equipment at public or private sale with notice, upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (if any such notice is required, Lessor and Lessee agree that 10 days notice shall be deemed to be commercially reasonable),"
- 4 Amend Section *12. LESSEE REPRESENTATIONS AND COVENANTS:* of the Master Agreement as follows

Delete section (d) in it's entirety and replace it with "Lessee shall furnish Lessor with (and cause any

Guarantor to furnish) its annual financial statements as Lessor shall request in writing, certified and audited (if available), together with officer's certificates, opinions of counsel, resolutions and such other information and documents as Lessor may reasonably request,"

- Amend Section "13 NOTICES; CHANGES; FILINGS; ACCESS TO BOOKS AND RECORDS." of the Master Agreement as follows
 - a In section (a) subsection (i) after the word "class" and before the word "mail" add the word "certified"
 - b Delete the 2nd sentence and replace with "Lessee authonzes Lessor to file (and Lessee shall execute if requested by Lessor) in the name of Lessee, any Uniform Commercial Code financing statements (including any amendments thereto) or similar filings with such authonties and with any filing offices as Lessor may determine are necessary or advisable to protect Lessor's interest in the Equipment and/or the Lease, and Lessee agrees to relimburse Lessor upon demand for all costs, not to exceed \$500) incurred with respect thereto and with respect to any lien, tax or other related searches (that Lessor may determine are necessary or advisable) performed by Lessor (whether pnor to or after the date of the Lease) in connection with any Lease transaction. Notices to Lessee shall be sent to the attention of 'Vice President'."
 - c Any notices sent to Lessee by certified mail shall be sent to the attention of Nick D'addesio, Vice President of Operations
- 6 Amend Section "15. MISCELLANEOUS:" of the Master Agreement as follows
 - a) Delete the 3rd sentence
 - b) At the end of the 10th sentence add the words", except in regard to legal defenses"
 - c) Delete the 13th sentence in its entirety, beginning with "In the event"
 - d) Delete the 15th sentence in its entirety, beginning with "No action"
 - e) In the 16th sentence, after the word "Lessee" and before the word "under" add the words "and Lessor"
 - f) Delete the 19th sentence in its entirety, beginning with " In the event"
 - g) In the last sentence, delete the words "NEW JERSEY" and replace them with the words "NEW YORK"
- 7 Amend Section "13. LEASE PAYMENTS; ADJUSTMENTS:" of the Leasing Schedule as follows-
 - Delete the first two sentences of this section
- 8 Amend Section "14. MISCELLEOUS:" of the Leasing Schedule as follows
 - a Delete the 4th sentence in its entirety
 - b in the 5th sentence, delete "County of Middlesex, New Jersey" and replace it with "New York"

c Delete the last sentence and in its entirety and replace with "In the event the Lease is deemed to be intended as security Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions therefo, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including Insurance proceeds).

- 9 In Option A of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists"
- In Option A of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)"

11 In Option B of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists"

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12 In Option B of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)"

LESSOR: Siemens Midlical Solutions/USA, Inc. BY: aure, UL Sd Aut NAME: SMSfs, Director Business Administration (Printed or Typed) TITLE: 06 2 DATE: 03.3 2

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LESSEE: The	Mount Vernon Hospital
вү:	min whaddens
/ /	(Authonzed Signature)

NAME: Nick D'Addesio (Printed or Typed)

TITLE: V.P Operations (Pnnled or Typed)

2 06 DATE:

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SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC.

LEASING SCHEDULE #: 11077

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LE	ESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC. 51 Valley Stream Parkway Malvern, PA 19355	L	ESSEE:		<u>The Mount Vernon Hospital</u> (narem 1.essee) 12 North Seventh Avenue			
			······		(Address)			
					Mount Vernon, NY 10550			
LE 10/	EASING SCHEDULE # <u>11077</u> (herein also referred to as the "Leasing Sche 106/2004 (herein "Agreement"), between Lessor and Lessee	dule" or "Le	ase"), to that cer	tain Maste	(Crty, Stato, Zip) r Equipment Lease Agreement dated			
1	EQUIPMENT DESCRIPTION: E-CAM as referenced in quote # 1- 2G3CIH (Attach schedule, if needed)	8	PAYMENT PE	riod: Mo	DNTHLY			
2	TOTAL EQUIPMENT COST \$338,878 00	9, (a)	ADVANCE LE	ASE PAY	MENT(S): #1& 60, TOTALING \$13,018 30			
3.	SUPPLIER Stemens Medical Solutions USA, Inc.	9. (b)	DOCUMENTA	tion fee	: \$0 00 due on invoice			
4.	LEASE TERM (in months) 60 (plus any Interim Period, if applicable)	10. (a)		OCATION	N (if different from Lessee's address above) Jount Vemon, NY 10550			
5	COMMENCEMENT DATE: The Lease Term shall commence upon the earliest of (i) completion of installation of the Equipment in	10. (b)	LESSEE'S ST. New York	Ate of I	CORPORATION/ORGANIZATION:			
	patient use of the Equipment, or (iii) fifteen (15) days from the elevery of the bulk of the Equipment, the EQ daybacture if the	11	INTERIM REN AMOUNT: \$0	T APPLIC	ABLE []YES [X]NO;			
	installation of the Equipment has been delayed due to causes beyond the reasonable control of Lessor or Supplier (the "Commencement Date")	12.	PURCHASE O (which shall be	ASE OPTION: Lessee selects the following option shall be irrevocable by Lessee once exercised)				
6.	NUMBER OF LEASE PAYMENTS: 60		OPTION A	[x]	a Fair Market Value purchase option			
7	LEASE PAYMENT (per payment period) \$6,509 15		OPTION B	П	a Fixed Purchase Option at a Purchase Option Price of [] % of the			
	yable				Total Equipment Cost			
[X] In Advance - First Lease Payment due on the Commencement Date, or if Interim Rent is applicable, the first day immediately following the Interim Period			OPTION C	[]	a Nominal Fixed Purchase Option at a Purchase Option Price of \$ []			
[] Con sec	In Arrears – First Lease Payment due 30 days after the mmencement Date, or if Intenen Rent is applicable, the first day of the xond month immediately following the Intenim Period							

THE TERMS AND CONDITIONS OF THE FOREGOING OFTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE FOLLOWING PAGES OF THIS SCHEDULE

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease as of the dates set forth below For all purposes hereof, the date of the Lease shall be the date of Lessor's acceptance as set forth below EXCEPT IF SIEMENS MEDICAL SOLUTIONS USA, INC, IS THE SUPPLIER, LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF THE OTHER AND NEITHER HAS

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE.

LESSEE: The Mount Vernon Hospital BY NAME: Nick D'Addesio TITLE Operations DATE:

LESSOR	SIEMENS MEDILAL SOLUTIONS USA, INC.
BY	Alm Bark
	John P. Boyle
NAME	SMSts_Director
TITLE	Business Administration
	(Printed or Typed)
DATE.	04/10/06

ACCEPTED BY

Page 1 of 2

13-22840-rdd Doc 417-4 Filed 11/04/13 Entered 11/04/13 16:48:41 Exhibit B to Altieri Declaration Pg 27 of 34

OPTION A - FAIR MARKET VALUE PURCHASE OPTION: If Option A has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (onginal) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for its "Fair Martinet United". Market Value" Far Market Value shall mean the value of the Equipment (on an installed and operating basis) which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value Fair Market Value shall be determined by the mutual agreement of Lessor and Lessee in accordance with the preceding sentence if Lessor and Lessee cannot agree, Fair Market Value shall be determined by a qualified independent equipment appraiser selected by Lessor and approved by Lessee, and Lessee shall pay the cost of appraisal Provided Lessee has timely exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge

OPTION B - FIXED PURCHASE OPTION If Option B has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (onginal) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for the amount specified in Option B Provided Lessee has exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any lens by or through Lessor, except those (if any) Lessee is obligated to discharge

OPTION C - NOMINAL FIXED PURCHASE OPTION If Option C has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee may purchase all but not less than all of the Equipment at the end of the (original) Lease Term for the nominal purchase price specified in Option C Lessee shall pay to Lessor on the day following the last day of such Lease Term such purchase price together with all sales and other taxes applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge

13. LEASE PAYMENTS, ADJUSTMENTS: Lessee acknowledges that the Lease Payments herein are based upon the Total Equipment Cost set forth above, and as a result of authorized changes to the Equipment, the final Total Equipment Cost may increase or decrease by up to 10% In such event, the Lease Payments shall be adjusted accordingly, and Lessee authorizes Lessor to correct the Lease (and all related documentation) to reflect such changes, and Lessee, if requested by Lessor, shall confirm such changes to Lessor in writing The Lease Payments specified in the foregoing Section 7 are based upon a Reference Rate of 4 11%, as reported in *The Wall Street Journal* on 09/27/2005 The Reference Rate is defined to be the yield to maturity of the U S Treasury Note having a 3625% coupon and maturing in 07/2010, such Note having a remaining life closest to the Lease Term (but in no event less than 60 months) and in the case of multiple notes, the one trading closest to par The interest rate that will actually be used in establishing the Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate as published in *The Wall Street Journal* two business days pinor to the appropriate changes to the Lease Payments consistent with the foregoing and, if requested by Lessor, Lessee shall confirm such changes to Lessor in writing

14. MISCELLANEOUS: Lessor and Lessee agree that the terms and conditions of the Agreement are hereby incorporated into this Leasing Schedule to the same extent as if such terms and conditions were set forth In full herein THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY APPLICABLE STIPULATED LOSS VALUE SCHEDULE, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS, BUT THIS PROVISION, HOWEVER, SHALL IN NO WAY LIMIT OR DIMINISH ANY LIMITATIONS ON LIABILITY, DEFENSES OR RIGHTS, THAT MAY BE AVAILABLE TO SIEMENS MEDICAL SOLUTIONS USA, INCL MAT BE AVAILABLE TO STEMENS MEDICAL SOLUTIONS USA, INC., PURSUANT TO ANY SUPPLY CONTRACT OR SERVICE CONTRACT TO WHICH IT IS A PARTY Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement THE LEASE HAS BEEN ACCEPTED BY LESSON IN AND EOD ALL DISPOSED SUPPLY DESMED A LESSOR IN, AND FOR ALL PURPOSES SHALL BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY LESSOR AND LESSEE AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THE LEASE AND THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE FEDERAL, STATE OR LOCAL COURTS SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, AND HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS. Lessor and Lessee acknowledge that such courts are convenient forums and waive any defense based upon doctanes of venue or forum non-conveniens or similar rules or doctrines Lessee consents to service of process by certified mail or by overnight delivery by a nationally recognized counter at its address above (or to such other address as Lessee shall have designated by proper notice) in connection with any legal action brought by Lessor Any amandments contained or incorporated into this Leasing Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing The Lease shall become effective at the time of Lessor's Schedule acceptance (by execution hereof) at the address set forth above, by an authorized representative of Lessor In the event the Lease is deemed to be intended as security (i) Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lesses to Lessor under the Lease, a security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds), and (ii) notwithstanding any applicable state laws to the contrary, Lessee agrees to reimburge Lessor for all reasonable attorneys' fees incurred by it incident to any action or proceeding involving the Lessee brought pursuant to the Bankruptcy Code, as amended, which are allowable under Section 506(b) thereof

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SIEMENS

Siemens Medical Solutions USA, Inc.

Lease Agreement consisting of Leasing Schedule #11077 and Master Equipment Lease Agreement dated 10/06/2004

This Addendum shall become a part of that certain Lease Agreement between Siemens Medical Solutions USA, Inc. as Lessor, and The Mount Vernon Hospital, as Lessee, which Lease Agreement consists of Leasing Schedule #11077 (the "Leasing Schedule") and Master Equipment Lease Agreement dated 10/06/2004 (the "Master Agreement"), the terms and conditions of which are incorporated into the Leasing Schedule. To the extent that this Addendum modifies and amends the terms of the Master Agreement, such modifications to the Master Agreement shall only apply with respect to Leasing Schedule #11077, and not to any other Leasing Schedules heretofore or hereafter entered into by Lessor and Lessee. If there be any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Lease Agreement.

Lessee and Lessor hereby amend the Master Agreement as follows

- 1 Amend Section "2. TERM AND LEASE PAYMENTS:" of the Master Agreement as follows
 - a In the 6th sentence, delete the number "1 3%" and replace it with "0 75%"
 - b In the 6th sentence, after the word "amount" and before "(including accelerated balances)" add the words "that is more than twenty (20) days past due"
 - c Add the following to the end of the third to last sentence "except with respect to patent errors unrelated to the Equipment, such as overpayment "
- 2 Amend Section "8. RISK OF LOSS; INSURANCE:" of the Master Agreement as follows
 - a In subsection (a) in the 5th sentence, delete the words "residual interest" and replace them with the words "residual value"
- 3 Amend Section "9. DEFAULT AND REMEDIES:" of the Master Agreement as follows
 - a In section (a), subsection (i) delete the words "ten (10) days from the due date, or" and replace them with the words "twenty (20) days after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee, or"
 - b In section (a), subsection (ii) after the words "twenty (20) days" add the words "after written notice (by certified mail to Nick D'addesio, Vice President of Operations) of such failure has been sent by Lessor to Lessee"
 - c in section (a), subsection (vii) delete the words "with any other party that in Lessor's sole opinion is a material agreement" and replace them with "any affiliate of Lessor or with Lessee's landlord at the Equipment Location"
 - d in section (b) delete subsection (iV) in it's entirety and replace it with "sell, lease or otherwise dispose of the Equipment at public or private sale with notice, upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (if any such notice is required, Lessor and Lessee agree that 10 days notice shall be deemed to be commercially reasonable),"
- 4 Amend Section "12, LESSEE REPRESENTATIONS AND COVENANTS:" of the Master Agreement as follows
 - a Delete section (d) in it's entirety and replace it with "Lessee shall furnish Lessor with (and cause any Guarantor to furnish) its annual financial statements as Lessor shall request in writing, certified and audited (if available), together with officer's certificates, opinions of counsel, resolutions and such other information and documents as Lessor may reasonably request,"

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- 5 Amend Section "13 NOTICES; CHANGES; FILINGS; ACCESS TO BOOKS AND RECORDS:" of the Master Agreement as follows
 - a In section (a) subsection (i) after the word "class" and before the word "mail" add the word "certified"
 - b Delete the 2nd sentence and replace with " Lessee authorizes Lessor to file (and Lessee shall execute if requested by Lessor) in the name of Lessee, any Uniform Commercial Code financing statements (including any amendments thereto) or similar filings with such authorities and with any filing offices as Lessor may determine are necessary or advisable to protect Lessor's interest in the Equipment and/or the Lease, and Lessee agrees to reimburse Lessor upon demand for all costs, not to exceed \$500) incurred with respect thereto and with respect to any lien, tax or other related searches (that Lessor may determine are necessary or advisable) performed by Lessor (whether prior to or after the date of the Lease) in connection with any Lease transaction Notices to Lessee shall be sent to the attention of Vice President' "
 - c Any notices sent to Lessee by certified mail shall be sent to the attention of Nick D'addesio, Vice President of Operations
- 8 Amend Section "15. MISCELLANEOUS:" of the Master Agreement as follows
 - a) Delete the 3rd sentence
 - b) At the end of the 10th sentence add the words", except in regard to legal defenses"
 - c) Delete the 13th sentence in its entirety, beginning with "In the event"
 - d) Delete the 15th sentence in its entirety, beginning with "No action"
 - e) In the 16th sentence, after the word "Lessee" and before the word "under" add the words "and Lessor"
 - f) Delete the 19th sentence in its entirety, beginning with " In the event"
 - g) In the last sentence, delete the words "NEW JERSEY" and replace them with the words "NEW YORK"
- 7 Amend Section "13. LEASE PAYMENTS; ADJUSTMENTS:" of the Leasing Schedule as follows
 - a Delele the first two sentences of this section
- 8 Amend Section "14. MISCELLEOUS:" of the Leasing Schedule as follows
 - a Delete the 4th sentence in its entirety
 - b In the 5th sentence, delete "County of Middlesex, New Jersey" and replace it with "New York"

c Delete the last sentence and in its entirety and replace with "In the event the Lease is deemed to be intended as security Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds)

- 9 In Option A of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists"
- 10 In Option A of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)"
- 11 In Option B of Section 12 of the Leasing Schedule, delete the words "provided no Default has occurred and is continuing" and replace them with "provided no Default currently exists"

Dec 1 amend doc

12 In Option B of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety

LESSOR: Siemens the fical Selutions USA, inc. BY: Auto NAME: John P. Boyle "SMSIS,"Director **Business Administration** TITLE: (Pnnted or Typed) DATE: . OΨ 06 0

.

LESSEE: The Mount Vernon Hospital BY: (Authorized Signature) Nick D'Addesio (Printed or Typed)

NAME:

V.P. Operations (Printed or Typed) TITLE: 12 122 105 DATE:

Dec 1 amend doc

Exhibit C

Accelerated Balance Worksheets

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	ACCELERATED BALANCE WORKSHEET		
Lessee Name	LEASES ONLY (Note Original Document File To Ba Reviewed For Loase Addenda)		
	THE MOUNT VERNON HOSPITAL		
Customer Number	121-0000031-000 Additional Comments	<u> </u>	
Date Prepared	05/29/13 LESSEE FILED BANKRUPTCY 5-29-13 CASE # 13-22841 SFS ONLY FOUND OUT LAST WEEK		
Prepared By	LEASE IS IN RENEWAL		
Date through which	amounts are calculated 5/29/2013		
CALCULATION OF AMO			
Step 1	PAST DUE FIGURES / BILLED AND UNCOLLECTED		
1 Past Due Lease Paya (a) Delinquent	# Deling Payment \$ Payment \$	Amount \$1,502 22 \$0 00	
(b) Late Charge	# Delinq Payment \$	\$0.00	
•		\$0.00	
(C) Property Ta:		\$0.00	r
[d] Other (descr	ibe, I e Legal, Sales Tax on Acceleration) Sub-Total Past Due Amounts		Past Due amounts as of
Step 2	PRESENT VALUE OF FUTURE RENTALS	\$1,502 22	date of calculation
Calculated a PLUS	bwing after review of Remedy Section of Lesse Documents Section 9(c) Silpulated loss value (See Table Attached) i Ori Eq Cost Payment # Value % 5 discounted at a per annum rate / implied rate	\$0 oo	

(b) If Remedy is	Section 9(d) Future rentals discounted at the Lease Rate ksheet below)		
Pres	ant Value Calculation		
No Month (s) from date <u>Rf calculation</u> a)	date of calculation until contract termination		
	ulated Loss Value	\$0 00 \$0 00	
Second Year	#6 paragraph on Lease Schedule	\$0.00	
	(LAST PAYMENT RECEIVED)		
Sales & Use	ax Rate 0.00%	\$0.00	
	Sub-Total Acceleration Amount	\$1,502 22	
Additional Miscellane Lale Charges	ous Charges After Acceleration (See DSI Report Attached)		
-		\$0.00	
•		\$0.00	
	e, re Legal, Sales Tax on Acceleration) Sub-Total Add't Misc Charges	\$0.00 +	
	TOTAL DUE FROM CUSTOMER AS OF DATE REFERENCED ABOVE	40.00	
Step 3	ACCELERATED BALANCE		
	ted Balance, and Total Miscellaneous)		Accelerated
N		\$1,502 22	amount
Step 4	PER DIEM CALCULATION		In the second
Per Diem Late C	narge Calculation TOTAL DUE FROM CUSTOMER (PAST DUE, ACCEL + MISC) Demand Late Charge Rate		Dar Dur
		\$0.38	Amount
ar Diem	· · · ·		La
Default Date Today's Date	09/03/13 09/05/13		
otal days 3	X \$0 38 = \$0 97 + \$1,502 22 =	\$1,503 19	

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		****		A	CCELER	ATED BALANCE	WORKSHEET		
Less	ee Name	THE MOUNT VE	NON HOS		SONLY (Note	Onginal Document File To Be R	eviewed For Lease Addenda)		·····
	ner Number		002554-00				Net Investment		
	Prepared	05/29/13			LESSEE FILE	Additional Comments D BANKRUPTCY 5-29-13 CASE #			
Pre	pared By		EALTIER						
Date	through which	amounis are calcul		5/29/201	DLV VALUE	ABLE DOES NOT APPLY OF EQUIPMENT IS 150,000 00 A	S OF TODAY 9-3-13		
	TION OF AMO		L				*****		
Ste			PAST DUE F	GURES / BIL	LED AND UNCC	DLLECTED	$\overline{}$		
1 Past Du	Lease Pay	ments (including a	pplicable P	eriodic Tax	See Attache	d InfoLease Report)		A	
(a)	Delinquent	Rent+Tax #	F Deling Deling Deling			Payment \$ Payment \$ Payment \$	\$23,417 24	Amount \$23,417 24 \$0 00 \$0 00	
[b]	Late Charge	19						\$0.00	
[c]	Property Ta	xes						\$0.00	
[d]	Olher (desci	nbe, i el Legal, Sale	s Tax on Ac	celeration)		Tub Tatal Dava Dava A			Past Due amounts as of
Step 2	<		PRESE	NT VALUE O	F FUTURE RENT	Sub-Total Past Due Amour		\$23,417 24	date of calculation
2 Select o	ne of the foll	owing after review				······································			
(a)	If Remedy is Calculated a	Section 9(c) Stipula	ated loss va II Eq Cost	lue (See Tal	Payment #	101103		* = ==	
	PLUS Future renta	Is discounted at a pe	• -				Value %	\$0 00	
*********		***********	OR •			*****	****		
(b)	lf Ramedy is (See PV Wo	Section 9(d) Future rksheet below)	rentals disc	counied at th	ie Lease Rate				
	Pres	ent Value Calculatio	on		٦)			
	No					Present value of remain	ing obligation from		
	Month (s from date of calculation		FV		(1) Advance	date of calculation until	contract termination		
(8)		<u>Rate (f</u> 0.00%	Residual) 0 00	<u>Rental</u> \$0 00	1 1			\$0 00	_
(b)	St	pulated Loss Value						\$0.00	
	Second Year	. #	5 parag r apt	n on Lease S	Schedule			\$0 00	
		(LAST PAYM	ENT RECE	IVED)					
	Sales & Use	tax		Rate	0 00%			\$0 00	
						Sub-	Total Acceleration Amou	nt \$23,417 24	
3 Addition (a)	al Miscellane Late Charges	ous Charges After	Accelerate	on (See DS	Report Attacl				
(b)	-	, ibe Periodic, Proper	tv)	Year	F	st Personal Property Taxes		\$0.00	
(C)		be, i e Legal, Sales			Let	ar relation ritpoity laxes	EST/PP1	\$0 00	
						ub-Total Add't Misc Charg		\$0.00 4	-
		TO	······			DATE REFERENCED ABC	DVE		
Step 3	$> \frown$			LERATED B	ALANCE	$ \longrightarrow $			Accelerated
l	Due, Acceleri	ated Balance, and 1						\$23,417 24	amount
Step 4			PER	DIEM CALCU	ILATION				
Pe	r Diem Late C	harge Calculation			TOTAL I	DUE FROM CUSTOMER (F	AST DUE, ACCEL + NISC	;) \$23,417 24	
							Demand Late Charge Rate		Per Diem
Dan - 1								40.00	Amount
Per Diem	in Data						· ·		
	it Date 's Date	09/03/13 09/05/13							
Total days	3	x	\$5 85	=	\$15 04	÷	\$23,417 24 =	\$23,432 28	

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	AC	CELERATED BALANCE WORKSHEET		
Lessee Name	LEASES	ONLY (Note Original Document File To Be Reviewed For Lease Addenda)		
	MOUNT VERNON HOSPITAL	Net Investment		
Customer Number	140-0000756-000	Additional Comments	<u>\$</u>	
Date Prepared 05/29	/13	LESSEE FILED BANKRUPTCY 3-29-13 CASE # 13-22841 SFS ONLY FOUND OUT LAST WEEK		······································
Prepared By	JOE ALTIERI	LEASE IS IN AGREED UPON EOT 24 MO RENEWAL WITH FMV PURCHASE O STIP LOSS TABLE DOES NOT APPLY	PTION STILL INTACT	
Date through which amount				
ALCULATION OF AMOUNTS	DUE			
Step 1	PAST DUE FIGURES / BILLE	D AND UNCOLLECTED		
Past Due Lease Payments (including applicable Periodic Tax 8	ee Attached Infol.ease Report		
(a) Delinquent Rent+Te	# Deling	Payment \$ Payment \$	Amount \$0.00	
	# Deling	Payment \$	\$0 00 \$0 00	
(b) Late Charges			\$0.00	
(c) Property Taxes			\$0 00	
[d] Other (describe, i e	Legal, Sales Tax on Acceleration)	Pub Total David Dury 4		Past Due amounts as c
Step 2	PRESENT VALUE OF F	Sub-Total Past Due Amounts	\$0.00	date of calculation
Select one of the following a	ifter review of Remedy Section of Le			
If Remedy is Section Calculated at	9(c) Supulated loss value (See Table	Attached)		
PLUS	On Eq Cost F	Value 78	\$0 00	
	inted at a per annum rate / implied rate		••••••••••••••••••••••••••••••••••••••	
	UK UK	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;		
If Remedy is Section (See PV Worksheet	9(d) Future rentals discounted at the L below)	ease Rate		
Present Valu		2		
No				
Month (s) from date		Present value of remaining obligation from date of calculation until contract termination		
of calculation R	FV Monthly (1) ate <u>(Residual) Rental (0</u>	Advance Arrears		
	00% 0.00 \$1,900.00	1	\$25,894 35	
Stipulated I	oss Value		\$0.00	
Second Year	#5 paragraph on Lease Sche	dule	\$0.00	
(L/	AST PAYMENT RECEIVED)			
Sales & Use tax	B-4 -			
	Rate [_0 00%	\$0.00	
dditional Manallanaaua Oka		Sub-Total Acceleration Amount	\$25,894 35	
Lale Charges	rges After Acceleration (See DSI Re	port Attached)	1 7 an	
Taxes (describe Perio	dic, Property) Year	Est Personal Property Taxes EST/PPT	\$0.00	
Other (describe, i e Li	egal, Sales Tax on Acceleration)		\$0.00	
		Sub-Total Add't Misc Charges	\$0.00	
	TOTAL DUE FROM CUSTOM	ER AS OF DATE REFERENCED ABOVE		
itep 3	ACCELERATED BALA	ICE		
al Past Due, Accelerated Bala	nce, and Total Miscellaneous)		\$25,894 35	Accelerated amount
itep 4	PER DIEM CALCULAT	DN .	420,034 00 -	
Per Diem Late Charge Ca	liculation	TOTAL DUE FROM CUSTOMER (PAST DUE, ACCEL + MISC)		
		Demand Late Charge Rate	\$25,894 35 0 75%	
		-	\$6 47	Amount
Diem .	н. — — — — — — — — — — — — — — — — — — —	· · · ·		L
	9/03/13			
	9/05/13			
days 3 X	\$6 47	\$16 64 + \$25,894 35 =	\$25,910 98	

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PHILLIPS LYTLE LLP

Angela Z. Miller, Esq. Nickolas Karavolas, Esq. The New York Times Building 620 Eighth Avenue, 23rd Floor New York, New York 10018

Attorneys for Siemens Financial Services, Inc.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

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

Case No.: 13-22840 (RDD)

(Jointly Administered)

Debtors.

CERTIFICATE OF SERVICE

I, Nickolas Karavolas, hereby certify that on November 4, 2013, I served or caused to be served (i) on the parties listed on the attached Service List A by First Class U.S. Mail the (a) *Notice of Hearing on Motion of Siemens Financial Services, Inc. to (I) Compel Post-Petition Payments Under Leases Pursuant to Section 365 of the Bankruptcy Code, and (II) for Relief from the Automatic Stay Pursuant to Section 362 of the Bankruptcy Code*; (b) the accompanying Motion; and (c) Declaration of Joseph Altieri in *Support of Motion of Siemens Financial Services, Inc. to (I) Compel Post-Petition Payments Under Leases Pursuant to Section 365 of the Bankruptcy Code*, and (II) for *Relief from the Automatic Stay Pursuant to Section 362 of the Bankruptcy Code*; and (II) for *Relief from the Automatic Stay Pursuant to Section 365 of the Bankruptcy Code*, and (II) for *Relief from the Automatic Stay Pursuant to Section 362 of the Bankruptcy Code*; and (ii) on the parties listed on the attached Service List B by First Class U.S. Mail the *Notice of Hearing on Motion of Siemens Financial Services, Inc. to (I) Compel Post-Petition*

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Payments Under Leases Pursuant to Section 365 of the Bankruptcy Code, and (II) for

Relief from the Automatic Stay Pursuant to Section 362 of the Bankruptcy Code.

Dated: November 4, 2013

<u>/s/ Nickolas Karavolas</u> Nickolas Karavolas

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13-22840-rdd Doc 417-5 Filed 11/04/13 Entered 11/04/13 16:48:41 Certificate of Service Pg 5 of 10

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