

PHILLIPS LYTLE LLP

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620 Eighth Avenue, 23rd Floor
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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**

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.

Dated: New York, New York
November 4, 2013

PHILLIPS LYTTLE LLP

By: /s/ Nickolas Karavolas
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Doc #05-437371.4

PHILLIPS LYTLE LLP

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Hearing Date: December 2, 2013

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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
BANKRUPTCY CODE**

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:

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.

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

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**.

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

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

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**”).

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).

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.

28. 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

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

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 Wolfboro, 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 Wolfboro, 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.

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).

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.

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 LYTTLE LLP

By: /s/ Nickolas Karavolas
Nickolas Karavolas, Esq.
Angela Z. Miller, Esq.
The New York Times Building
620 Eighth Avenue, 23rd Floor
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Attorneys for Siemens Financial Services, Inc.

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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 1, 2013



Joseph Altieri
Director of Workout

Exhibit A

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM						
Name of Debtor: Sound Shore Medical Center of Westchester (In re: Sound Shore Medical Center of Westchester, et al.)	Case Number: 13-22840 (RDD) Jointly Administered							
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.								
Name of Creditor (the person or other entity to whom the debtor owes money or property): Siemens Financial Services, Inc.								
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 Telephone number: (732) 590-6645 email: joseph.altieri@siemens.com		<div style="text-align: center;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____						
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.						
1. Amount of Claim as of Date Case Filed: \$ <u>94,101.65</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.								
2. Basis for Claim: <u>Accelerated payments due under equipment leases.</u> (See instruction #2)								
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)						
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.								
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____						
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.								
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). </td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> Amount entitled to priority: \$ _____ </div>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
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<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).						
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.								
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)								

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7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

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

Print Name: Joseph Altieri
Title: Director of Workout
Company: Siemens Financial Services, Inc.
Address and telephone number (if different from notice address above):
170 Wood Ave South 5th Fl
Indianapolis IN 46204
317-590-6645 email: joseph.altieri@siemens.com
Telephone number:

Altieri
(Signature)

8/29/13
(Date)

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

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

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

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

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

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

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

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

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

**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

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.

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 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

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.

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.

Exhibit A

Master Lease

SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC.

MASTER EQUIPMENT LEASE AGREEMENT

Dated: 11-02-2006

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

LESSEE: Sound Shore Medical Center of Westchester
16 Gulon Pl
New Rochelle, NY 10801

TERMS AND CONDITIONS OF AGREEMENT

1. **MASTER LEASE:** This Master Equipment Lease Agreement (herein "Agreement") sets 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 Schedules") to be entered into from time to time. Each Leasing 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 shall become effective at the time of Lessor'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 Lease Term shall commence upon the commencement date specified in the Leasing Schedule (herein "Commencement Date"). For the Lease Term, Lessee agrees to pay to Lessor the number of lease payments specified in the Leasing 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 Leasing Schedule ("First Regular Payment Date"), and the remaining Lease Payments on the same day of each consecutive

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 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 permitted 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 Lessor. The Lease is a net lease and Lessee shall not be entitled to any abatement of, reduction of, or setoff against Lease Payments for any reason whatsoever. 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 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.

ACCEPTED BY:

LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

John P. Boyle

SM Sr. Director

Business Administration

(Printed or Typed)

04/25/07

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE AGREEMENT, THAT LESSOR OR ITS REPRESENTATIVES 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 BEHALF OF LESSEE.

LESSEE: Sound Shore Medical Center of Westchester

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Sound Shore Medical Center of Westchester

(Authorized Signature)

(Printed or Typed)

(Printed or Typed)

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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 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 service 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 (ii) any written service contract with a service provider ("Service Contract"); provided, however, that the exercise of any rights against the Supplier, manufacturer and/or service company shall not alter, amend, abrogate, nullify, supersede, suspend, diminish or otherwise affect any of the obligations of Lessee 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 Supplier, manufacturer and/or service company or is unsatisfactory for any reason, Lessee shall make any claim on account thereof 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 Lessee's obligations any such claims as a defense, counterclaim, recoupment, deduction, setoff or otherwise.

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 full 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 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 affixed to or placed on the Equipment indicating Lessor's interest. Lessor and Lessee hereby confirm their intent that the Equipment always remain and be deemed personal property even though the Equipment may hereafter become attached or affixed to realty. 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: Lessee shall pay promptly to Lessor when due, all taxes, fees and assessments, including but not limited to, all license and registration fees, sales, use, property, gross receipts, excise, transaction, ad valorem, privilege, intangible, stamp or other taxes or charges, together with any fines, penalties or interest thereon (unless such fines, penalties or interest arise solely from Lessor's gross negligence 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 taxes and any taxes based on the net income of Lessor). Any fees, taxes or other amounts paid by Lessor upon failure of Lessee 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 assigns) harmless from and against any and all claims, losses, damages, penalties, actions, suits and liabilities (including negligence, tort and strict liability), 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, maintenance, modification, delivery, installation, possession, condition, titling, 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 Siemens 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 item 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, Lessee shall operate the Equipment in accordance with all applicable manufacturer and Supplier manuals or instructions by fully qualified and duly authorized personnel 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 entity. Such maintenance shall 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 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 Leasing Schedule (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 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, accessories, 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 maintenance of the Equipment.

8. 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 foregoing, 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 arising 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 immediately place such item(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 item(s) of Equipment become lost, stolen, destroyed, worn out, damaged beyond repair, condemned, confiscated, seized or requisitioned (herein "Event

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 (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 rata 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 Date), plus Lessor's estimated residual interest in the Equipment, such sum discounted at a per annum rate of five percent (5%), or (B) the stipulated 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 item(s), whereupon the Lease shall terminate as to such item(s) and Lessor shall adjust the remaining Lease Payments and Stipulated Loss Value Schedule accordingly; or if Option B or Option C of Section 12 of the applicable Leasing Schedule 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 rata 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 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 Lessee to Lessor with respect to such item(s), whereupon the Lease shall terminate as to such item(s) and Lessor shall adjust the remaining Lease Payments and Purchase Option Price accordingly.

(b) For the full Lease Term, Lessee, at 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 carriers 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 altered without at least thirty (30) days prior written notice to Lessor. Lessee irrevocably appoints Lessor its agent and attorney-in-fact for the purpose of adjusting and settling any property insurance hereunder and endorsing in Lessee's name any instruments or payments received in respect thereof. Lessee 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 hereunder, Lessor shall have the right, but not the obligation, to obtain property insurance covering its interest in the Equipment from an insurer of its choice ("Insurer"), including an affiliate. Lessor may add the costs of acquiring and maintaining such insurance and fees for its services in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from Lessee under the Lease. Lessee shall 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 liability to Lessee if Lessor terminates any insurance coverage arranged 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 in effect.

9. **DEFAULT AND REMEDIES:** (a) Any one or more of the following shall constitute a default 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 agreements relating to the Lease, and such remains unremedied by Lessee for a period of twenty (20) days; or (iii) any representations or warranties made or given by Lessee or any guarantor 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) subject of the Equipment to levy or execution or other judicial process which is not or cannot be removed within thirty (30) days from the subject of the Equipment, 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 inability 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 impairs 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 sale 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 entity and such Obligor's tangible net worth, after giving effect to such transaction, equals or exceeds that which existed prior thereto, or the cessation 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 opinion is a material agreement; or (viii) 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 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 terminate the Lease 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 Lessee shall return the Equipment to Lessor in accordance with Section 11 hereof; (iv) sell, 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 Lessee agree that 10 days notice shall be deemed to be commercially reasonable); (v) demand and Lessee shall pay all expenses in connection with the Equipment relating to its retaking, refurbishing, selling, leasing 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 liquidated damages for loss of a bargain and not as a

penalty, declare the Stipulated Loss Value of the Equipment calculated for the Payment Period immediately following the date of such notice immediately 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; (ii) 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 hereunder, immediately 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 set forth in Section 9(b) above, may exercise the following remedy (which remedies shall be cumulative to the extent permitted by law): Lessor may declare all remaining Lease Payments for the balance of the Lease Term plus the Purchase Option Price, such sum discounted at the Lease Rate, 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 exists, Lessor (and any assignee) shall be deemed to have warranted that it shall not interfere with Lessee'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 Lessee 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 risk and expense, shall immediately return the Equipment to Lessor, free of all liens 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 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 (ii) 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 until Lessee provides such notice and returns the Equipment to Lessor in accordance herewith, or Lessor terminates the Lease by 10 days written notice to Lessee. In the event the Lease is extended pursuant to the preceding sentence, the periodic Lease Payments and the Stipulated Loss Value (if any) in effect prior to the expiration of the Lease Term, and all other provisions of the Lease, shall continue to apply.

12. LESSEE REPRESENTATIONS AND COVENANTS: Lessee represents 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 Lessee 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, 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; (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, 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 Leasing 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 Lessee, the Lease or any other related instruments or documents or the transactions thereunder, unless such actions have been previously 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) all Equipment is and shall at all times be and remain tangible 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 Lease 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 courier. Lessee 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 Lessor its agent and attorney-in-fact to execute in the name of Lessee and file, 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 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.

(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 Comptroller General or any of their duly authorized 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 related 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 Lease 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 DEFENSE, COUNTERCLAIM, RECOUPMENT CLAIM OR SETOFF WHICH LESSEE HAS OR MAY HAVE AT ANY TIME

AGAINST LESSOR FOR ANY REASON WHATSOEVER. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under the Lease nor materially increase the burdens or risks imposed on Lessee. Lessee shall (if requested by Lessor) acknowledge in writing any assignments (including any material terms of the Lease) 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.**

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 CONTEMPLATED 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 waives all rights it may have to require Lessor to dispose of or marshal the Equipment or otherwise mitigate its damages hereunder. No waiver of any provision of the Lease shall 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 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 Lease, 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 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 subsequently furnished to Lessor, may be reproduced by Lessor by any photographic, photostatic, microfilm, micro-card, miniature photographic, compact disk reproduction or other similar process and Lessor may destroy 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 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. 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 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 seeks injunctive relief of any provisions of this Lease, then Lessee agrees to waive and hereby does waive any requirements that Lessor post a bond or other security. In consideration of financial accommodations Lessor has extended or may hereafter extend to Lessee under the terms of any lease, loan, note, agreement or instrument with Lessor previously, now or hereafter executed by Lessee (each, a "Contract" and collectively, the "Contracts"), Lessee agrees that all presently existing and hereafter acquired personal 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 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, warranties, 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 Lessee 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 8 hereof), Lessee agrees to reimburse Lessor on demand for its reasonable attorneys' 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.**

Rev. 3-04

Exhibit B

Leases

140-1141-000

SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC.
LEASING SCHEDULE #: 16453

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

LESSEE: Sound Shore Medical Center of Westchester
(Exact Legal Name: herein "Lessee")
16 Gulon Place
(Address)
New Rochelle, NY 10801-5502
(City, State, Zip)

LEASING SCHEDULE #16453 (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) Symbia E as referenced in supplier's quote # 1-CHKRYO (Attach schedule, if needed).
2. TOTAL EQUIPMENT COST: \$346,208.00
3. SUPPLIER: Siemens Medical Solutions USA, Inc.
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 (60)
7. LEASE PAYMENT (per payment period): 1-60 @ \$6,500.66
Base Rate: 3.22 %
Base Rate Determination Date August 11, 2008
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 Invoice
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 option.
OPTION B [] a Fixed Purchase Option at a Purchase Option Price of [] % of the Total Equipment Cost.
OPTION C [] 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 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 AUTHORITY TO BIND THE OTHER.

ACCEPTED BY:

LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC.
BY: John P. Boyle
(Authorized Signature)
NAME: John P. Boyle
SMC, Director
TITLE: Business Administration
(Printed or Typed)
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.

LESSEE: Sound Shore Medical Center of Westchester
BY: Douglas Landy
(Authorized Signature)
NAME: Douglas Landy
(Printed or Typed)
TITLE: Executive VP & COO
(Printed or Typed)
DATE: 10/7/08

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 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 (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 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 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 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 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 to par, 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 greater than 66 months but less than 79 months; (iii) 7 years if the Lease Term is 79 months or greater but less than 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 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 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 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 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, 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.

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 Siemens 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 its 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 its 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

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

LESSOR: Siemens Medical Solutions USA, Inc.

BY: 
(Authorized Signature)

NAME: John P. Boyle
(Printed or Typed)

TITLE: Business Administration
(Printed or Typed)

DATE: 10-29-08

LESSEE: Sound Shore Medical Center of
Westchester

BY: 
(Authorized Signature)

NAME: Douglas Landy
(Printed or Typed)

TITLE: Executive VP/COO
(Printed or Typed)

DATE: 10/7/08

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 billed 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 shall 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

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: 
(Authorized Signature)

NAME: John P. Boyle
SMIS, Director
(Printed or Typed)

TITLE: Business Administration
(Printed or Typed)

DATE: 10-29-08

LESSEE:

Sound Shore Medical Center of Westchester

BY: 
(Authorized Signature)

NAME: Douglas Landy
(Printed or Typed)

TITLE: Executive VP/COO
(Printed or Typed)

DATE: 10/7/08

140-1207-000

SIEMENS

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

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

LESSEE: Sound Shore Medical Center of Westchester
(Exact Legal Name; herein "Lessee")
16 Gulon Place
(Address)
New Rochelle, NY 10801-5502
(City, State, Zip)

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 RRP # 507808111320 rev1 (Attach schedule, if needed).
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 (60)
7. **LEASE PAYMENT (per payment period):** 1-60 @ \$497.01
Base Rate: 3.22 %
Base Rate Determination Date August 11, 2008
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::** \$984.02
9. (b) **DOCUMENTATION FEE:** \$0.00 due on Invoice
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 option.
OPTION B [] a Fixed Purchase Option at a Purchase Option Price of [X] % of the Total Equipment Cost.
OPTION C [] 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 AUTHORITY TO BIND THE OTHER.

ACCEPTED BY:

LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC.

BY: John P. Boyle
(Authorized Signature)

NAME: John P. Boyle
SMGS, Director
TITLE: Business Administration
(Printed or Typed)

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.

LESSEE: Sound Shore Medical Center of Westchester

BY: Douglas Landy
(Authorized Signature)

NAME: Douglas Landy
TITLE: Executive VP & COO
(Printed or Typed)

DATE: 10/7/08

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 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 (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 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 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 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 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 to par, 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 greater than 66 months but less than 79 months; (iii) 7 years if the Lease Term is 79 months or greater but less than 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 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 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 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 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, 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.

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%".
 - 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 its 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 its 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

Agreement as follows:

- a. In section (a) subsection (l) 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.
6. Amend Section "16. 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. MISCELLANEOUS:" 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".
12. In Option B of Section 12 of the Leasing Schedule, delete "one hundred twenty (120)" and replace it with "ninety (90)".

LESSOR: Siemens Medical Solutions USA, Inc.


BY: 
(Authorized Signature)

NAME: John P. Boyle
(Printed or Typed)

TITLE: SMIS Director
(Printed or Typed)

DATE: 10-29-08

LESSEE: Sound Shore Medical Center of
Westchester

BY: 
(Authorized Signature)

NAME: Douglas Landy
(Printed or Typed)

TITLE: Executive VP/COO
(Printed or Typed)

DATE: 10/1/08

Exhibit C

Accelerated Balance Worksheets

ACCELERATED BALANCE WORKSHEET

LEASES ONLY (Note: Original Document File To Be Reviewed For Lease Addenda)

Lessee Name: **SOUND SHORE MEDICAL CENTER OF WESTCHESTER**
 Customer Number: **140-0001141-000** Not Investment: \$ **75,754.46**
 Date Prepared: **06/06/13** Additional Comments: **CH 11 BANKRUPTCY CASE # 13-22840**
 Prepared By: **JOE ALTIERI**
 Date through which amounts are calculated: **6/6/2013**

Calculation of Amounts Due:

Step 1

PAST DUE FIGURES / BILLED AND UNCOLLECTED

1. Past Due Lease Payments (including applicable Periodic Tax. See Attached InfoLease Report)

(a)	Delinquent Rent+Tax	# Delinq	Payment \$	Amount
		# Delinq	Payment \$	\$0.00
		# Delinq	Payment \$	\$0.00
		# Delinq	Payment \$	\$0.00

(b) Late Charges

(c) Property Taxes

(d) Other (describe, i.e. Legal, Sales Tax on Acceleration)

Sub-Total Past Due Amounts

\$0.00

Past Due amounts as of date of calculation.

Step 2

PRESENT VALUE OF FUTURE RENTALS

2. Select one of the following after review of Remedy Section of Lease Documents:

(a) If Remedy is Section 9(c) Stipulated loss value (See Table Attached)
 Calculated at Off Eq Cost **\$346,208.00** Payment # **56** Value % **26.81%** **\$92,125.95**
 PLUS
 Future rentals discounted at a per annum rate / Implied rate.

OR

(b) If Remedy is Section 9(d) Future rentals discounted at the Lease Rate (See PV Worksheet below)

Present Value Calculation

(a)	No Month (s) from date of calculation	Rate	FV (Residual)	Monthly Rental	(1) Advance	(0) Arrears	Amount
							\$0.00
							\$0.00

Present value of remaining obligation from date of calculation until contract termination.

(b) Stipulated Loss Value

Second Year: #5 paragraph on Lease Schedule

\$0.00

(LAST PAYMENT RECEIVED)

Sales & Use tax

Rate: **0.00%**

\$0.00

Sub-Total Acceleration Amount **\$92,125.95**

3. Additional Miscellaneous Charges After Acceleration (See DSI Report Attached):

(a) Late Charges \$0.00

(b) Taxes (describe Periodic, Property) Year **2013** Est Personal Property Taxes **EST/PPPT** \$0.00

(c) Other (describe, i.e. Legal, Sales Tax on Acceleration) \$0.00

Sub-Total Add'l Misc Charges

\$0.00

TOTAL DUE FROM CUSTOMER AS OF DATE REFERENCED ABOVE

Step 3

ACCELERATED BALANCE

(Total Past Due, Accelerated Balance, and Total Miscellaneous)

\$92,125.95

Accelerated amount

Step 4

PER DIEM CALCULATION

Per Diem Late Charge Calculation

TOTAL DUE FROM CUSTOMER (PAST DUE, ACCEL + MISC) **\$92,125.95**

Demand Late Charge Rate **0.75%**

\$23.03

Per Diem Amount

Per Diem:

Default Date: **06/06/13**
 Today's Date: **06/07/13**

Total days: **1** X **\$23.03** = **\$23.03** + **\$92,125.95** = **\$92,148.98**

ACCELERATED BALANCE WORKSHEET

LEASES ONLY (Note: Original Document) File To Be Reviewed For Lease Addenda

Lessee Name: **SOUND SHORE MEDICAL CENTER OF WESTCHESTER**

Net Investment: \$ **75,764.48**

Customer Number: **140-0001207-000**

Additional Comments:

Date Prepared: **06/06/13**

CH 11 BANKRUPTCY CASE # 13-22840

Prepared By: **JOE ALTIERI**

Date through which amounts are calculated: **6/6/2013**

CALCULATION OF AMOUNTS DUE:

Step 1

PAST DUE FIGURES / BILLED AND UNCOLLECTED

1. Past Due Lease Payments (Including applicable Periodic Tax. See Attached InfoLease Report)

(a)	Delinquent Rent+Tax	# Delinq	Payment \$	Amount
				\$0.00
				\$0.00
				\$0.00

(b) Late Charges

(c) Property Taxes

(d) Other (describe, i.e. Legal, Sales Tax on Acceleration)

Sub-Total Past Due Amounts

\$0.00

Past Due amounts as of date of calculation.

Step 2

PRESENT VALUE OF FUTURE RENTALS

2. Select one of the following after review of Remedy Section of Lease Documents:

(a) If Remedy is Section 9(c) Stipulated loss value (See Table Attached)
 Calculated at _____ Or Eq Cost _____ Payment # _____ Value % _____ \$0.00
 PLUS
 Future rentals discounted at a per annum rate / implied rate.

OR

(b) If Remedy is Section 9(d) Future rentals discounted at the Lease Rate (See PV Worksheet below)

Present Value Calculation

(a)	No Month (s) from date of calculation	Rate	FV (Residual)	Monthly Rental	(1) Advance (0) Arrears	Present value of remaining obligation from date of calculation until contract termination.	
	4	5.00%	0.00	\$487.01	1		\$1,975.70
							\$0.00

(b) Stipulated Loss Value

Second Year: #5 paragraph on Lease Schedule

\$0.00

(LAST PAYMENT RECEIVED)

Sales & Use tax

Rate: 0.00%

\$0.00

Sub-Total Acceleration Amount \$1,975.70

3. Additional Miscellaneous Charges After Acceleration (See DSI Report Attached):

(a) Late Charges \$0.00

(b) Taxes (describe Periodic, Property) Year _____ Est Personal Property Taxes EST/PPT \$0.00

(c) Other (describe, i.e. Legal, Sales Tax on Acceleration) Sub-Total Add'l Misc Charges \$0.00

TOTAL DUE FROM CUSTOMER AS OF DATE REFERENCED ABOVE

Step 3

ACCELERATED BALANCE

(Total Past Due, Accelerated Balance, and Total Miscellaneous)

\$1,975.70

Accelerated amount

Step 4

PER DIEM CALCULATION

Per Diem Late Charge Calculation

TOTAL DUE FROM CUSTOMER (PAST DUE, ACCEL + MISC) \$1,975.70
 Demand Late Charge Rate 0.75%
 \$0.49

Per Diem Amount

Per Diem

Default Date: 06/06/13
 Today's Date: 06/06/13

Total days: 1 X \$0.49 = \$0.33 + \$1,975.70 = \$1,976.03

Exhibit B

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: The Mount Vernon Hospital, Inc. (In re: Sound Shore Medical Center of Westchester, et al.)	Case Number: 13-22841 (RDD) Jointly Administered	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Siemens Financial Services, Inc.		
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 Telephone number: (732) 590-6645 email: joseph.altieri@siemens.com		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>50,813.81</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Payments due under equipment leases.</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().
Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

B10 (Official Form 10) (04/13)

2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent.
(See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)

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

Print Name: Joseph Altieri

Title: Director of Workout

Company: Siemens Financial Services, Inc.

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

170 West Ave S. 5th Fl.

1 Selin Rd 08830

Telephone number: 732 540 6645

email: Joseph.Altieri@siemens.com

Joseph Altieri
(Signature)

9-11-13
(Date)

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

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

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

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

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

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

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

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

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

**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

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**.

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 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

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.

Exhibit A

Master Lease

SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC.
MASTER EQUIPMENT LEASE AGREEMENT

Dated: 10/05/2004

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

LESSEE: The Mount Vernon Hospital
(Name of Lessee)
12 North Seventh Avenue
(Address)
Mount Vernon, NY 10550
(City, State, Zip)

TERMS AND CONDITIONS OF AGREEMENT

1. **MASTER LEASE:** This Master Equipment Lease Agreement (herein "Agreement") sets 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 Schedules") to be entered into from time to time. Each Leasing 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 shall become effective at the time of Lessor'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 Lease Term shall commence upon the commencement date specified in the Leasing Schedule (herein "Commencement Date"). For the Lease Term, Lessee agrees to pay to Lessor the number of lease payments specified in the Leasing 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 Leasing Schedule ("First Regular Payment Date"), and the remaining Lease Payments on the same day of each consecutive

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 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 Lessee, 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 permitted 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 Lessor. The Lease is a net lease and Lessee shall not be entitled to any abatement of, reduction of, or setoff against Lease Payments for any reason whatsoever. 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 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.

ACCEPTED BY:

LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC.

BY: [Signature]
(Authorized Signature)

NAME: DONDR A BENJAMIN
(Printed or Typed)

TITLE: TEAM LEADER
(Printed or Typed)

DATE: 12-10-04

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE AGREEMENT, THAT LESSOR OR ITS REPRESENTATIVES 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 BEHALF OF LESSEE.

LESSEE: The Mount Vernon Hospital

BY: [Signature]
(Authorized Signature)

NAME: NICK DADDIO
(Printed or Typed)

TITLE: V.F. OPERATIONS
(Printed or Typed)

DATE: 12/7/04

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 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, 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 (ii) any written service contract with a service provider ("Service Contract"), provided, however, that the exercise of any rights against the Supplier, manufacturer and/or service company shall not alter, amend, abrogate, nullify, supersede, suspend, diminish or otherwise affect any of the obligations of Lessee 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 Supplier, manufacturer and/or service company or is unsatisfactory for any reason, Lessee shall make any claim on account thereof 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 Lessee's obligations any such claims as a defense, counterclaim, recoupment, deduction, setoff or otherwise.

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 full 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 distress or any other claim 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 affixed to or placed on the Equipment indicating Lessor's interest. Lessor and Lessee hereby confirm their intent that the Equipment always remain and be deemed personal property even though the Equipment may hereafter become attached or affixed to realty. 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: Lessee shall pay promptly to Lessor when due, all taxes, fees and assessments, including but not limited to, all license and registration fees, sales, use, property, gross receipts, excise, transaction, ad valorem, privilege, intangible, stamp or other taxes or charges, together with any fines, penalties or interest thereon (unless such fines, penalties or interest arise solely from Lessor's gross negligence 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 taxes and any taxes based on the net income of Lessor). Any fees, taxes or other amounts paid by Lessor upon failure of Lessee 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 assigns) harmless from and against any and all claims, losses, damages, penalties, actions, suits and liabilities (including negligence, tort and strict liability), 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, maintenance, modification, delivery, installation, possession, condition, filling, 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 Siemens 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 item 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, Lessee shall operate the Equipment in accordance with all applicable manufacturer and Supplier manuals or instructions by fully qualified and duly authorized personnel 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 entity. Such maintenance shall 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 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 Leasing Schedule (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 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, accessories, 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 maintenance of the Equipment.

8. 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 foregoing 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 arising 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 immediately place such item(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 item(s) of Equipment become lost, stolen, destroyed, worn out, damaged beyond repair, condemned, confiscated, seized or requisitioned (herein "Event

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 (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 rata 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 Date), plus Lessor's estimated residual interest in the Equipment, such sum discounted at a per annum rate of five percent (5%), or (B) the stipulated 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 item(s), whereupon the Lease shall terminate as to such item(s) and Lessor shall adjust the remaining Lease Payments and Stipulated Loss Value Schedule accordingly, or if Option B or Option C of Section 12 of the applicable Leasing Schedule 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 rata 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 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 Lessee to Lessor with respect to such item(s), whereupon the Lease shall terminate as to such item(s) and Lessor shall adjust the remaining Lease Payments and Purchase Option Price accordingly.

(b) For the full Lease Term, Lessee, at its expense, shall maintain comprehensive general liability insurance and "all risks" property insurance with respect to the Equipment (see 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 carriers 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 altered without at least thirty (30) days prior written notice to Lessor. Lessee irrevocably appoints Lessor its agent and attorney-in-fact for the purpose of adjusting and settling any property insurance hereunder and endorsing in Lessee's name any instruments or payments received in respect thereof. Lessee 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 hereunder, Lessor shall have the right, but not the obligation, to obtain property insurance covering its interest in the Equipment from an insurer of its choice ("Insurer"), including an affiliate. Lessor may add the costs of acquiring and maintaining such insurance and fees for its services in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from Lessee under the Lease. Lessee shall pay such Insurance Charge in equal installments allocated to the remaining Lease Payments (plus interest on such allocation at 1 3/4% 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 liability to Lessee if Lessor terminates any insurance coverage arranged 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 in effect.

9 DEFAULT AND REMEDIES: (a) Any one or more of the following shall constitute a default 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 agreements relating to the Lease, and such remains unremedied by Lessee for a period of twenty (20) days, or (iii) any representations or warranties made or given by Lessee or any guarantor 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 levy 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 inability 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 impairs 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 sale 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 entity and such Obligor's tangible net worth, after giving effect to such transaction, equals or exceeds that which existed prior thereto, or the cessation 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 opinion is a material agreement, or (viii) 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 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 terminate the Lease 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 Lessee shall return the Equipment to Lessor in accordance with Section 11 hereof, (iv) sell, 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 Lessee agree that 10 days notice shall be deemed to be commercially reasonable); (v) demand and Lessee shall pay all expenses in connection with the Equipment relating to its retaking, refurbishing, selling, leasing 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 liquidated damages for loss of a bargain and not as a

penalty, declare the Stipulated Loss Value of the Equipment calculated for the Payment Period immediately following the date of such notice immediately 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, (v) 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 hereunder, immediately 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 set forth in Section 9(b) above, may exercise the following remedy (which remedies shall be cumulative to the extent permitted by law) Lessor may declare all remaining Lease Payments for the balance of the Lease Term plus the Purchase Option Price, such sum discounted at the Lease Rate, 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 exists, Lessor (and any assignee) shall be deemed to have warranted that it shall not interfere with Lessee'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 Lessee 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 risk and expense, shall immediately return the Equipment to Lessor, free of all liens 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 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 (ii) 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 until Lessee provides such notice and returns the Equipment to Lessor in accordance herewith, or Lessor terminates the Lease by 10 days written notice to Lessee. In the event the Lease is extended pursuant to the preceding sentence, the periodic Lease Payments and the Stipulated Loss Value (if any) in effect prior to the expiration of the Lease Term, and all other provisions of the Lease, shall continue to apply.

12 LESSEE REPRESENTATIONS AND COVENANTS: Lessee represents 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 Lessee 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, 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, (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, 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 Leasing 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 Lessee, the Lease or any other related instruments or documents of the transactions thereunder, unless such actions have been previously 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) all Equipment is and shall at all times be and remain tangible 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 Lease 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 courier. Lessee authorizes Lessor to (i) 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 Lessor its agent and attorney-in-fact to execute in the name of Lessee and file, 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 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.

(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 Comptroller General or any of their duly authorized 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 related 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 Lease and/or the Equipment without notice to Lessee. UPON NOTICE OF SUCH ASSIGNMENT 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,

RECOUPMENT CLAIM OR SETOFF WHICH LESSEE HAS OR MAY HAVE AT ANY TIME AGAINST LESSOR FOR ANY REASON WHATSOEVER. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under the Lease nor materially increase the burdens or risks imposed on Lessee. Lessee shall (if requested by Lessor) acknowledge in writing any assignments (including any material terms of the Lease) 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.**

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 CONTEMPLATED 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 waives all rights it may have to require Lessor to dispose of or marshal the Equipment or otherwise mitigate its damages hereunder. No waiver of any provision of the Lease shall 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 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 Lease, 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 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 subsequently furnished to Lessor, may be reproduced by Lessor by any photographic, photostatic, microfilm, micro-card, miniature photographic, compact disk reproduction or other similar process and Lessor may destroy 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 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. 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 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 seeks injunctive relief of any provisions of this Lease, then Lessee agrees to waive and hereby does waive any requirements that Lessor post a bond or other security in consideration of financial accommodations Lessor has extended or may hereafter extend to Lessee under the terms of any lease loan, note, agreement or instrument with Lessor previously, now or hereafter executed by Lessee (each, a "Contract" and collectively, the "Contracts"). Lessee agrees that all presently existing and hereafter acquired personal 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 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, warranties, 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 Lessee 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 attorneys' 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.**

Exhibit B

Leases

121-0000031-000

SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC.

LEASING SCHEDULE #: 14807

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

LESSEE: The Mount Vernon Hospital
(herein "Lessee")
12 North Seventh Avenue
(Address)
Mount Vernon, NY 10550-2098
(City, State, Zip)

LEASING SCHEDULE # 14807 (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

1. **EQUIPMENT DESCRIPTION:** SPAS CSG Accessories and Supplies-Local as referenced in quote # 1-8S9KLW (Attach schedule, if needed).
2. **TOTAL EQUIPMENT COST:** \$73,456.00
3. **SUPPLIER:** Siemens Medical Solutions USA, Inc.
4. **LEASE TERM** (in months): 57
(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:** 57
7. **LEASE PAYMENT** (per payment period) \$1,484.37
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, TOTALING \$1,484.37
9. (b) **DOCUMENTATION FEE:** \$0.00 due on invoice
10. (a) **EQUIPMENT LOCATION** (if different from Lessee's address above)
12 N Seventh Avenue Mount Vernon, NY 10550-2098
10. (b) **LESSEE'S STATE OF INCORPORATION/ORGANIZATION:**
New York
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	<input checked="" type="checkbox"/>	a Fair Market Value purchase option.
OPTION B	<input type="checkbox"/>	a Fixed Purchase Option at a Purchase Option Price of [] % of the Total Equipment Cost.
OPTION C	<input type="checkbox"/>	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 AUTHORITY TO BIND THE OTHER.

ACCEPTED BY:

LESSOR: SIEMENS MEDICAL SOLUTIONS USA, INC.

BY: John P. Boyle
(Authorized Signature)

NAME: John P. Boyle
(Printed or Typed)

TITLE: Business Administration
(Printed or Typed)

DATE: 12/21/07

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.

LESSEE: The Mount Vernon Hospital

BY: Nick D'Addesio
(Authorized Signature)

NAME: Nick D'Addesio
(Printed or Typed)

TITLE: V.P. Operations
(Printed or Typed)

DATE: 12/21/07

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 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 (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 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 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 4.37%, 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 on 09/20/12, 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 prior to the Commencement Date. 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 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 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 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 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, 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.

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; and (e) if the Primary Lease shall be renewed or extended, as applicable, then the Lease shall be renewed or extended, as applicable, and the renewal or extension term under the Lease shall be coterminous with the Primary Lease. Lessee shall not make any election under the Primary Lease or under the Lease inconsistent with the foregoing and, in the event of any ambiguity or inconsistency between any election made by Lessee under the Primary Lease and under the Lease, the election relating to the Primary Lease shall control. All billings with respect to the Lease may be made separate and apart from any billings made under 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: 
(Authorized Signature)

NAME: John P. Boyle
(Printed or Typed)

TITLE: Business Administration
(Printed or Typed)

DATE: 12.6.07

LESSEE:

The Mount Vernon Hospital

BY: 
(Authorized Signature)

NAME: Nick D'Addesio
(Printed or Typed)

TITLE: VP Operations
(Printed or Typed)

DATE: 10/31/07

SIEMENS

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 Siemens Medical Solutions USA, Inc., as Lessor, and The Mount Vernon Hospital, as Lessee, which Lease Agreement consists of Leasing Schedule #14807 (the "Leasing Schedule") and Master Equipment Lease Agreement dated 10/08/2004 (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:

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 (vi) 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 its 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 its 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

addendum.doc

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 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
- 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. MISCELLANEOUS:" 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"

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

LESSOR: Siemens Medical Solutions USA, Inc.

BY: 
(Authorized Signature)

NAME: John P. Boyle
(Printed or Typed)

TITLE: Business Administration
(Printed or Typed)

DATE: 12-6-07

LESSEE: The Mount Vernon Hospital

BY: 
(Authorized Signature)

NAME: Nick D'Addesio
(Printed or Typed)

TITLE: VP of Operations
(Printed or Typed)

DATE: 10/31/07

SIEMENS

130-284-000
SIEMENS MEDICAL SOLUTIONS USA, INC.
LEASING SCHEDULE #: 1553056002

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

LESSEE The Mount Vernon Hospital
(Herein "Lessee")
12 North Seventh Avenue
(Address)
Mount Vernon, NY 10550
(City, State, Zip)

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

- | | | | | | | | | | | |
|---|---|---|-----|-------------------------------------|----------|-----|---|----------|-----|--|
| <p>1 EQUIPMENT DESCRIPTION MR Symphony as referenced in quote # 3GN-7Q4 (Attach schedule, if needed)</p> <p>2 TOTAL EQUIPMENT COST \$1,331,928 00</p> <p>3 SUPPLIER Siemens Medical Solutions USA, Inc</p> <p>4 LEASE TERM (in months) 60
(plus any Interim Period, if applicable)</p> <p>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")</p> <p>6 NUMBER OF LEASE PAYMENTS 60</p> <p>7 LEASE PAYMENT (per payment period) \$22,706 50</p> <p>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
[] 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 Interim Period</p> | <p>8 PAYMENT PERIOD: MONTHLY</p> <p>9 (a) ADVANCE LEASE PAYMENT(S): #1, TOTALING \$22,706 50</p> <p>9 (b) DOCUMENTATION FEE: \$0 00 due on invoice</p> <p>10 (a) EQUIPMENT LOCATION (if different from Lessee's address above) 12 N Seventh Avenue Mount Vernon, NY 10550</p> <p>10 (b) LESSEE'S STATE OF INCORPORATION/ORGANIZATION. New York</p> <p>11 INTERIM RENT APPLICABLE [] YES [X] NO;
AMOUNT \$0 00</p> <p>12 PURCHASE OPTION: Lessee selects the following option (which shall be irrevocable by Lessee once exercised)</p> <table border="0"><tr><td>OPTION A</td><td>[X]</td><td>a Fair Market Value purchase option</td></tr><tr><td>OPTION B</td><td>[]</td><td>a Fixed Purchase Option at a Purchase Option Price of [] % of the Total Equipment Cost</td></tr><tr><td>OPTION C</td><td>[]</td><td>a Nominal Fixed Purchase Option at a Purchase Option Price of \$ []</td></tr></table> | OPTION A | [X] | a Fair Market Value purchase option | OPTION B | [] | a Fixed Purchase Option at a Purchase Option Price of [] % of the Total Equipment Cost | OPTION C | [] | a Nominal Fixed Purchase Option at a Purchase Option Price of \$ [] |
| OPTION A | [X] | a Fair Market Value purchase option | | | | | | | | |
| OPTION B | [] | a Fixed Purchase Option at a Purchase Option Price of [] % of the Total Equipment Cost | | | | | | | | |
| OPTION C | [] | 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 AUTHORITY TO BIND THE OTHER

ACCEPTED BY

LESSOR SIEMENS MEDICAL SOLUTIONS USA, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

John P. Boyle
(Authorized Signature)
John P. Boyle
Senior Director
Business Administration

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: _____

TITLE: _____

DATE: _____

Nick D'Addesio
(Authorized Signature)
Nick D'Addesio
(Printed or Typed)
V P Operations
(Printed or Typed)

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 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 (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 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 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 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* two business days prior to the Commencement Date. 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 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 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 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 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, 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.

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:

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 its 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 its 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 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

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. MISCELLANEOUS:" 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"

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

LESSOR: Siemens Medical Solutions USA, Inc.

BY: 
(Authorized Signature)

NAME: John P. Boyle
(Printed or Typed)

TITLE: SMSfs, Director
Business Administration
(Printed or Typed)

DATE: 02/23/06

LESSEE: The Mount Vernon Hospital

BY: 
(Authorized Signature)

NAME: Nick D'Addesio
(Printed or Typed)

TITLE: V.P. Operations
(Printed or Typed)

DATE: 2/17/06

140-0000756-000

SIEMENS

SIEMENS MEDICAL SOLUTIONS USA, INC.

LEASING SCHEDULE #: 11077

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

LESSEE: The Mount Vernon Hospital
(herein "Lessee")
12 North Seventh Avenue
(Address)
Mount Vernon, NY 10550
(City, State, Zip)

LEASING SCHEDULE # 11077 (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

- | | |
|---|--|
| <p>1. EQUIPMENT DESCRIPTION: E-CAM as referenced in quote # 1-2G3C1H (Attach schedule, if needed)</p> <p>2. TOTAL EQUIPMENT COST \$338,878 00</p> <p>3. SUPPLIER Siemens Medical Solutions USA, Inc.</p> <p>4. LEASE TERM (in months) 60
(plus any Interim Period, if applicable)</p> <p>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")</p> <p>6. NUMBER OF LEASE PAYMENTS: 60</p> <p>7. LEASE PAYMENT (per payment period) \$6,509 15</p> <p>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
[] 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 Interim Period</p> | <p>8. PAYMENT PERIOD: MONTHLY</p> <p>9. (a) ADVANCE LEASE PAYMENT(S): #1 & 60, TOTALING \$13,018 30</p> <p>9. (b) DOCUMENTATION FEE: \$0 00 due on invoice</p> <p>10. (a) EQUIPMENT LOCATION (if different from Lessee's address above)
12 N Seventh Avenue Mount Vernon, NY 10550</p> <p>10. (b) LESSEE'S STATE OF INCORPORATION/ORGANIZATION:
New York</p> <p>11. INTERIM RENT APPLICABLE: [] YES [X] NO;
AMOUNT: \$0 00</p> <p>12. PURCHASE OPTION: Lessee selects the following option (which shall be irrevocable by Lessee once exercised)</p> <p>OPTION A [X] a Fair Market Value purchase option</p> <p>OPTION B [] a Fixed Purchase Option at a Purchase Option Price of [] % of the Total Equipment Cost</p> <p>OPTION C [] a Nominal Fixed Purchase Option at a Purchase Option Price of \$ []</p> |
|---|--|

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 AUTHORITY TO BIND THE OTHER.

ACCEPTED BY

LESSOR SIEMENS MEDICAL SOLUTIONS USA, INC.

BY John P. Boyle

NAME SMS's Director

TITLE Business Administration

DATE 04/10/06

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 Nick D'Addesio

NAME Nick D'Addesio

TITLE V P. Operations

DATE 12/22/05

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 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 (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 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 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 3.625% 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 prior to the Commencement Date. 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 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 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 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 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, 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.

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 its 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 its 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 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

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. MISCELLANEOUS:" 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"

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

LESSOR: Siemens Medical Solutions USA, Inc.


BY: 
(Authorized Signature)

NAME: John P. Boyle
(Printed or Typed)

TITLE: SMSis, Director
Business Administration
(Printed or Typed)

DATE: 04/10/06

LESSEE: The Mount Vernon Hospital

BY: 
(Authorized Signature)

NAME: Nick D'Addesio
(Printed or Typed)

TITLE: V.P. Operations
(Printed or Typed)

DATE: 12/22/05

Exhibit C

Accelerated Balance Worksheets

ACCELERATED BALANCE WORKSHEET

LEASES ONLY (Note: Original Document File To Be Reviewed For Lease Addenda)

Lessee Name **THE MOUNT VERNON HOSPITAL**
Customer Number **121-0000031-000** Net Investment \$
Date Prepared **05/29/13** Additional Comments
Prepared By **JOE ALTIERI** LESSEE FILED BANKRUPTCY 5-29-13 CASE # 13-22841
Date through which amounts are calculated **5/29/2013** SFS ONLY FOUND OUT LAST WEEK
LEASE IS IN RENEWAL
STIP LOSS TABLE DOES NOT APPLY

CALCULATION OF AMOUNTS DUE

Step 1

PAST DUE FIGURES / BILLED AND UNCOLLECTED

1 Past Due Lease Payments (including applicable Periodic Tax See Attached InfoLease Report)

(a)	Delinquent Rent+Tax	# Delinq	1	Payment \$	\$1,502.22	Amount	\$1,502.22
		# Delinq		Payment \$			\$0.00
		# Delinq		Payment \$			\$0.00
(b)	Late Charges						\$0.00
(c)	Property Taxes						\$0.00
(d)	Other (describe, i.e. Legal, Sales Tax on Acceleration)						
							\$1,502.22

Step 2

PRESENT VALUE OF FUTURE RENTALS

2 Select one of the following after review of Remedy Section of Lease Documents

(a) If Remedy is Section 9(c) Stipulated loss value (See Table Attached)
Calculated at PLUS On Eq Cost Payment # Value % \$0.00
Future rentals discounted at a per annum rate / implied rate

OR

(b) If Remedy is Section 9(d) Future rentals discounted at the Lease Rate
(See PV Worksheet below)

Present Value Calculation

No Month(s) from date of calculation	Rate	FV (Residual)	Monthly Rental	(1) Advance (0) Arrears
(a)	0.00%	0.00	\$0.00	1

Present value of remaining obligation from date of calculation until contract termination

(b) Stipulated Loss Value

Second Year #6 paragraph on Lease Schedule

(LAST PAYMENT RECEIVED)

Sales & Use tax Rate 0.00%

Sub-Total Acceleration Amount \$1,502.22

3 Additional Miscellaneous Charges After Acceleration (See DSI Report Attached)

(a)	Late Charges				\$0.00
(b)	Taxes (describe Periodic, Property)	Year	Est Personal Property Taxes	EST/PPT	\$0.00
(c)	Other (describe, i.e. Legal, Sales Tax on Acceleration)				
					\$0.00

Sub-Total Add'l Misc Charges

TOTAL DUE FROM CUSTOMER AS OF DATE REFERENCED ABOVE

Step 3

ACCELERATED BALANCE

(Total Past Due, Accelerated Balance, and Total Miscellaneous)

\$1,502.22

Step 4

PER DIEM CALCULATION

Per Diem Late Charge Calculation

TOTAL DUE FROM CUSTOMER (PAST DUE, ACCEL + MISC)	\$1,502.22
Demand Late Charge Rate	0.75%
	\$0.38

Per Diem

Default Date	09/03/13
Today's Date	09/05/13

Total days	3	X	\$0.38	=	\$0.97	+	\$1,502.22	=	\$1,503.19
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ACCELERATED BALANCE WORKSHEET

LEASES ONLY (Note: Original Document File To Be Reviewed For Lease Addenda)

Lessee Name **THE MOUNT VERNON HOSPITAL**

Customer Number **130-0002554-000**

Net Investment \$

Date Prepared **05/29/13**

Prepared By **JOE ALTIERI**

Date through which amounts are calculated **5/29/2013**

LESSEE FILED BANKRUPTCY 5-29-13 CASE # 13-22841
SFS ONLY FOUND OUT LAST WEEK
LEASE IS IN RENEWAL
STIP LOSS TABLE DOES NOT APPLY
DLV VALUE OF EQUIPMENT IS 150,000.00 AS OF TODAY 9-3-13

CALCULATION OF AMOUNTS DUE

Step 1

PAST DUE FIGURES / BILLED AND UNCOLLECTED

1 Past Due Lease Payments (including applicable Periodic Tax See Attached InfoLease Report)

(a)	Delinquent Rent+Tax	# Delinq <u>1</u>	Payment \$ <u>\$23,417.24</u>	Amount <u>\$23,417.24</u>
		# Delinq	Payment \$	<u>\$0.00</u>
		# Delinq	Payment \$	<u>\$0.00</u>

(b) Late Charges \$0.00

(c) Property Taxes \$0.00

(d) Other (describe, i.e. Legal, Sales Tax on Acceleration) \$0.00

Sub-Total Past Due Amounts

\$23,417.24

Past Due amounts as of date of calculation

Step 2

PRESENT VALUE OF FUTURE RENTALS

2 Select one of the following after review of Remedy Section of Lease Documents

(a) If Remedy is Section 9(c) Stipulated loss value (See Table Attached)
Calculated at On Eq Cost Payment # Value % \$0.00
PLUS
Future rentals discounted at a per annum rate / implied rate

OR

(b) If Remedy is Section 8(d) Future rentals discounted at the Lease Rate (See PV Worksheet below)

Present Value Calculation

	No Month (s) from date of calculation	Rate	FV (Residual)	Monthly Rental	(1) Advance (0) Arrears	Present value of remaining obligation from date of calculation until contract termination	
(a)	<u> </u>	<u>0.00%</u>	<u>0.00</u>	<u>\$0.00</u>	<u>1</u>		<u>\$0.00</u>

(b) Stipulated Loss Value \$0.00

Second Year #5 paragraph on Lease Schedule \$0.00

(LAST PAYMENT RECEIVED)

Sales & Use tax Rate 0.00% \$0.00

Sub-Total Acceleration Amount \$23,417.24

3 Additional Miscellaneous Charges After Acceleration (See DSI Report Attached)

(a) Late Charges \$0.00

(b) Taxes (describe Periodic, Property) Year Est Personal Property Taxes EST/PPT \$0.00

(c) Other (describe, i.e. Legal, Sales Tax on Acceleration) \$0.00

Sub-Total Add'l Misc Charges

\$0.00

TOTAL DUE FROM CUSTOMER AS OF DATE REFERENCED ABOVE

Step 3

ACCELERATED BALANCE

(Total Past Due, Accelerated Balance, and Total Miscellaneous)

\$23,417.24

Accelerated amount

Step 4

PER DIEM CALCULATION

Per Diem Late Charge Calculation

TOTAL DUE FROM CUSTOMER (PAST DUE, ACCEL + MISC) \$23,417.24
Demand Late Charge Rate 0.75%
\$5.65

Per Diem Amount

Per Diem

Default Date 09/03/13
Today's Date 09/05/13

Total days 3 X \$5.65 = \$15.04 + \$23,417.24 = \$23,432.28

ACCELERATED BALANCE WORKSHEET

LEASES ONLY (Note: Original Document File To Be Reviewed For Lease Addenda)

Lessee Name **THE MOUNT VERNON HOSPITAL**

Customer Number **140-0000756-000**

Date Prepared **05/29/13**

Prepared By **JOE ALTIERI**

Date through which amounts are calculated **5/29/2013**

Net Investment \$

Additional Comments

LESSEE FILED BANKRUPTCY 5-19-13 CASE # 13-22841
SFS ONLY FOUND OUT LAST WEEK
LEASE IS IN AGREED UPON EOT 24 MO RENEWAL WITH FMV PURCHASE OPTION STILL INTACT
STIP LOSS TABLE DOES NOT APPLY

CALCULATION OF AMOUNTS DUE

Step 1

PAST DUE FIGURES / BILLED AND UNCOLLECTED

1 Past Due Lease Payments (including applicable Periodic Tax See Attached InfoLease Report)

(a) Delinquent Rent+Tax	# Delinq	Payment \$	Amount
	# Delinq	Payment \$	\$0 00
	# Delinq	Payment \$	\$0 00
		Payment \$	\$0 00

(b) Late Charges

(c) Property Taxes

(d) Other (describe, i.e. Legal, Sales Tax on Acceleration)

Sub-Total Past Due Amounts

\$0 00

Step 2

PRESENT VALUE OF FUTURE RENTALS

2 Select one of the following after review of Remedy Section of Lease Documents

(a) If Remedy is Section 9(c) Stipulated loss value (See Table Attached)
Calculated at PLUS On Eq Cost Payment # Value % \$0 00
Future rentals discounted at a per annum rate / implied rate

OR

(b) If Remedy is Section 9(d) Future rentals discounted at the Lease Rate
(See PV Worksheet below)

Present Value Calculation

No Month (s) from date of calculation	Rate	FV (Residual)	Monthly Rental	(1) Advance (0) Arrears
14	5.00%	0.00	\$1,900.00	1

Present value of remaining obligation from date of calculation until contract termination

\$25,894.35

(b) Stipulated Loss Value

\$0 00

Second Year #5 paragraph on Lease Schedule

\$0 00

(LAST PAYMENT RECEIVED)

Sales & Use tax

Rate 0.00%

\$0 00

Sub-Total Acceleration Amount \$25,894.35

3 Additional Miscellaneous Charges After Acceleration (See DSI Report Attached)

(a) Late Charges \$0 00

(b) Taxes (describe Periodic, Property) Year Est Personal Property Taxes EST/PPT \$0 00

(c) Other (describe, i.e. Legal, Sales Tax on Acceleration)

Sub-Total Add'l Misc Charges

\$0 00

TOTAL DUE FROM CUSTOMER AS OF DATE REFERENCED ABOVE

Step 3

ACCELERATED BALANCE

(Total Past Due, Accelerated Balance, and Total Miscellaneous)

\$25,894.35

Step 4

PER DIEM CALCULATION

Per Diem Late Charge Calculation

TOTAL DUE FROM CUSTOMER (PAST DUE, ACCEL + MISC)

\$25,894.35

Demand Late Charge Rate

0.75%

\$8.47

Per Diem

Default Date 09/03/13
Today's Date 09/05/13

Total days 3 X \$8.47 = \$16.64 + \$25,894.35 = \$25,910.98

Past Due amounts as of date of calculation

Accelerated amount

Per Diem Amount

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) 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*

*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

/s/ Nickolas Karavolas
Nickolas Karavolas

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