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

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In re:

Chapter 11 Case

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,¹

Case No. 13- 22840 (RDD)

Debtors.

(Jointly Administered)
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**DEBTORS' FIRST OMNIBUS MOTION FOR AN ORDER AUTHORIZING THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND ESTABLISHING RELATED CURE AMOUNTS**

Sound Shore Medical Center of Westchester, and the other above captioned debtors, as debtors-in-possession (each a "Debtor" and collectively, the "Debtors") in these chapter 11 cases, by and through their undersigned counsel, hereby file this motion (the "Motion"), under sections 105 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for an order, substantially in the form annexed hereto as Exhibit A, (i) authorizing, but not directing, the assumption and assignment of certain executory contracts and unexpired leases identified on the

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

list annexed to Exhibit A as Schedule 1 (as may be amended, the “Additional Assigned Contracts”), *nunc pro tunc* to November 6, 2013, to the purchasers of substantially all of the Debtors’ assets, including their hospital and nursing home operations (collectively, the “Buyers”)², and (ii) establishing the cure amounts (“Cure Amounts”) in connection with the assumption and assignment of the Additional Assigned Contracts and respectfully represents as follows:

SUMMARY OF RELIEF REQUESTED

1. In connection with the sale of substantially all of their assets, the Debtors contemplated assuming and assigning to Buyers certain of their executory contracts and unexpired leases. To that end, the Debtors previously obtained procedures for assuming and assigning contracts in the order authorizing the sale. However, the Debtors’ dire financial circumstances and severe liquidity constraints necessitated the closing of the sale before final determinations were made with respect to the disposition of many of the Debtors’ executory contracts and unexpired leases. While several agreements were assumed and assigned in connection with the sale, and others were rejected, in order to accommodate the Buyers the Debtors agreed to take no action with a number of their agreements (the “No Action Agreements”), and expressly reserved all of their rights with respect thereto.

2. The Buyers have been diligently reviewing the No Action Agreements and, while they have not made determinations with respect to all such agreements, they have determined to take an assignment of certain of the No Action Agreements. Accordingly, by this Motion, the Debtors are seeking authority to assume and assign the Additional Assigned Contracts to the

² The Buyers include Montefiore New Rochelle Hospital, Inc., Schaffer Extended Care Center, Inc., Montefiore Mount Vernon Hospital, Inc., and certain related affiliates.

Buyers. As part of the proposed assumption, the Debtors are also seeking to fix and determine all Cure Amounts relating to the Additional Assigned Contracts.

3. Assumption and assignment of the Additional Assigned Contracts, and the determination of the Cure Amounts relating thereto, is in the best interests of the Debtors, their estates and all parties in interest and the relief requested herein should be granted.

JURISDICTION

4. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (B). Venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory and rule-based predicates for the relief requested herein are section 105(a) of the Bankruptcy Code and Local Bankruptcy Rule 9019-1.

BACKGROUND

A. The Bankruptcy Filing

6. On May 29, 2013 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. Pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their affairs as debtors-in-possession. No trustee or examiner has been appointed in these cases. On June 10, 2013, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors (the "Committee").

7. The factual background relating to the Debtors' commencement of these chapter 11 cases, including their business operations, their capital and debt structure, and the need to sell substantially all of their assets, is set forth in detail in the Affidavit of John Spicer Pursuant to Local Bankruptcy Rule 1007-2 and in Support of First Day Motions and Applications, [Docket No. 18] filed on the Petition Date and incorporated herein by reference.

B. **The Purchase Agreement and Sale Approval**

8. In conjunction with the commencement of the Chapter 11 cases, the Debtors filed the Sale Motion [Docket No. 17] seeking, inter alia, approval for the sale of substantially all of their respective assets, subject to higher and better offers, pursuant to the Purchase Agreement among the Debtors and the Buyers.

9. The Purchase Agreement (hereinafter defined) originally contemplated a purchase price of \$54.00 million plus the appraised fair market value of the Debtors' furniture, fixtures equipment and inventory. The purchase price consideration initially consisted of, inter alia, (a) assumption of certain assumed liabilities, (b) satisfaction of executory contract and unexpired lease Cure Amounts up to a maximum amount of \$3 million, (c) assumption of certain assumed employee liabilities up to \$9 million, and (d) cash consideration. See Purchase Agreement, Sale Motion, Ex. C [ECF. No. 17-3] Sec. 3.1(a).

10. On June 21, 2013, the Debtors filed a Supplemental Statement in Support of the Sale Motion (the "Supplemental Statement") [Docket No. 103] reflecting the terms of a revised agreement between the Debtors and Buyers, based on negotiations with the Committee which suggested that the parties proceed with a private sale to the Buyers as they concluded there would not likely be an alternative buyer who would make a higher or better offer. Thus, the parties agreed that the acquired assets be sold by private sale in exchange for an increase in the proposed purchase price to \$58.75 million and certain other modifications, including an increase to the amounts comprising the executory contract and unexpired lease Cure Amount cap. The Supplemental Statement also included provisions governing the manner for the assumption and assignment of the Debtors' executory contracts and unexpired leases (the "Sale Order Assumption Procedures").

11. On June 25, 2013, the Bankruptcy Court entered an Order, inter alia, scheduling a hearing (the “Sale Hearing”) on the Sale Motion [Docket No. 119] (the “Supplemental Scheduling Order”), as modified by the Supplemental Statement.

12. On June 27, 2013, the Debtors filed the Amended and Restated Purchase Agreement (the “Purchase Agreement”) reflecting the revised terms of the Sale. [Docket No. 123-2].

13. On August 2, 2013, the Bankruptcy Court held the Sale Hearing and entered the Sale Order approving the Sale on August 8, 2013 [Docket No. 259], subject to the rights of certain of the Debtors’ unions to object to the Sale.

14. On October 15, 2013, the Bankruptcy Court entered a final order approving the Sale. [Dkt. No. 381].

15. On October 17, 2013, the Buyers filed their Notice of Filing of Executory Contracts and Unexpired Leases Pursuant to Section 2.1 of Amended and Restated Asset Purchase Agreement which may be Designated by Buyers for Assignment [Docket No. 388] (the “Notice”). The Debtors subsequently amended that Notice on at least two occasions prior to the closing of the sale which, due to the Debtors’ severe liquidity constraints, needed to close on an expedited basis and no later than November 6, 2013 (the “Closing”).

16. As of the Closing the Buyers were still engaged in discussions with various counterparties to executory contracts and unexpired leases, and remained undecided as to whether to take an assignment of the No Action Agreements. In order to accommodate the Buyers, who were willing to close on an expedited basis to avoid jeopardizing the Debtors’ continued operations, the Debtors determined neither to assume nor reject the No Action Agreements at the time of the Closing, and reserved all rights with respect thereto. The No

Action Agreements thus remained in place between the Debtors and third parties post closing, and the Buyers agreed to indemnify the Debtors for any expense arising from the continuation of the No Action Agreements post closing. The Debtors and the Buyers further agreed that as soon as practicable after the closing the parties would determine the desired disposition of these remaining agreements and would seek the appropriate relief from the Court with respect thereto.

RELIEF REQUESTED

17. By this Motion, pursuant to sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors respectfully request entry of an order (i) authorizing, but not directing, the Debtors to assume and assign the Additional Assigned Contracts identified on Schedule 1 to Exhibit A to Buyers, *nunc pro tunc*, to November 6, 2013; and (ii) establishing Cure Amounts pursuant to section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Additional Assigned Contracts as set forth on Schedule 1 to Exhibit A attached hereto.³

18. The Debtors also request that the relief sought herein be severable, such that the Debtors, in their sole discretion, may withdraw their request to assume one or more of the Additional Assigned Contracts that are the subject of this Motion at or prior to the hearing to be held on the relief requested herein, without prejudicing the relief sought with respect to any other Additional Assigned Contract.

³ As part of any assumption and assignment, the Buyers shall become liable, and agree to satisfy, all claims from and after November 6, 2013, the date of the Closing.

BASIS FOR RELIEF REQUESTED

A. **Assumption and Assignment is a Sound Exercise of the Debtors' Business Judgment**

19. Section 365(a) of the Bankruptcy Code provides, in relevant part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor".

20. The business judgment test is the standard applied by courts to determine whether an executory contract or unexpired lease should be assumed. *See, e.g., In re Old Carco LL (f/k/a Chrysler LLC)*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *see also Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures)*, 4 F.3d 1095, 1099 (2d Cir. 1993); *Richmond Leasing Co v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985) ("[m]ore exacting scrutiny would slow the administration of the debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially").

21. A court should approve assumption of a contract under section 365(a) of the Bankruptcy Code if it finds that a debtor has exercised its sound business judgment in determining that assumption of an agreement is in the best interests of its estate. *See, e.g., Old Carco*, 406 B.R. at 196-97; *In re Child World, Inc.*, 142 B.R. 87, 89-90 (Bankr. S.D.N.Y. 1992); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 673 (Bankr. S.D.N.Y. 1989); *see also Sharon Steel Corp v. National Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 40 (3d Cir. 1989).

22. Assuming and assigning the Additional Assigned Contracts to the Buyers is an appropriate exercise of the Debtors' business judgment. As the Debtors have sold substantially all of their assets to the Buyers, the Additional Assigned Contracts will no longer have any value to the Debtors. By assuming and assigning the Additional Assigned Contracts to the Buyers the

Debtors' estates will benefit from avoiding the damage claims that would arise from rejecting the Additional Assigned Contracts. Moreover, the Buyers will pay the Cure Amounts associated with the assumption and assignment of the Additional Assigned Contracts.

B. **Buyers Can Provide Adequate Assurance of Future Performance**

23. Section 365(b)(1) of the Bankruptcy Code sets forth the following requirements that a debtor-in-possession must satisfy before it may assume an executory contract:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee --

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a penalty rate or penalty provision) relating to a default arising from any failure to perform nonmonetary obligations under an unexpired lease of real property, if it is impossible for the trustee to cure such default by performing nonmonetary acts at and after the time of assumption, except that if such default arises from a failure to operate in accordance with a nonresidential real property lease, then such default shall be cured by performance at and after the time of assumption in accordance with such lease, and pecuniary losses resulting from such default shall be compensated in accordance with this paragraph;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

24. Additionally, section 365(f)(2) of the Bankruptcy Code sets forth the requirements for assigning an executory contract or lease:

The trustee may assign an executory contract or unexpired lease of the debtor only if--

(A) the trustee assumes such contract or lease in accordance with the provisions of this section; and

(B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

25. "The phrase 'adequate assurance of future performance' ... is to be given a practical, pragmatic construction based upon the facts and circumstances of each case.... Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance." *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988) (quoting *In re Bon Ton Restaurant & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. III. 1985)); *see also Cinicola v. Scharffenberger*, 248 F.3d 110, 120 n.10 (3d Cir. 2001) (quoting *Carlisle*).

26. Among other things, adequate assurance may be provided by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See, e.g., In re Bygaph Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of lease from debtor has financial resources and has expressed willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding).

27. The Buyers have sufficient capital and financing commitments to provide adequate assurance of future performance on all of the Additional Assigned Contracts.

28. The Debtors' proposed Cure Amounts are clearly set forth on Schedule 1 to Exhibit A. Accordingly, the counterparties to the Additional Assigned Contracts shall have received adequate notice and an opportunity to object to the assumption and assignment and/or the Cure Amounts. Once the Cure Amounts have been established, such Cure Amounts shall be paid by Buyer within 15 days of a final determination of such amounts.

29. Therefore, because assuming and assigning the Additional Assigned Contracts to the Successful Bidder(s) avoids the costs of rejecting those executory contracts and unexpired leases and increases the value to be realized from the Sale of the Acquired Assets, assumption and assignment to the Successful Bidder(s) of the Additional Assigned Contracts is clearly an exercise of the Debtors' sound business judgment which warrants approval by this Court.

NOTICE

30. The Debtors have served notice of this Motion in accordance with the procedures set forth in the order entered on July 1, 2013 governing case management and administrative procedures for these cases [Docket No. 143-1] on: (i) Office of the United States Trustee; (ii) counsel for the Creditors Committee; (iii) all parties that have requested service of notice in these cases pursuant to Bankruptcy Rule 2002; (iv) all counterparties to the Additional Assigned Contracts on Schedule 1 to Exhibit A; and (iv) all parties who have requested notice in these cases. The Debtors submit that no other or further notice need be given.

NO PRIOR REQUEST

31. No previous request for the relief sought herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form annexed hereto as Exhibit "A," and providing for such other and further relief as may be just and proper.

Dated: November 15, 2013
Great Neck, New York

GARFUNKEL WILD, P.C.

By: 

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EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

Chapter 11 Case
Case No. 13- 22840 (RDD)

Debtors.

(Jointly Administered)

-----X
Upon consideration of the motion (the "Motion")⁴ of Sound Shore Medical Center of Westchester and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (the "Debtors") (i) authorizing, but not directing, the assumption and assignment of certain executory contracts and unexpired leases identified on the list attached hereto as Schedule 1 (the "Additional Assigned Contracts"), *nunc pro tunc* to November 6, 2013, and (ii) establishing the cure amounts (the "Cure Amounts") in connection with the assumption and assignment of the Additional Assigned Contracts; and it appearing that the Court has jurisdiction over this matter; and it appearing that notice of the Motion is sufficient, and that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; and it further appearing that the Debtors have cured (or the Buyers will cure) all past defaults in performance, if any, under the Additional Assigned Contracts; and it appearing that the Buyers have demonstrated adequate assurance of future performance under the Additional Assigned Contracts; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is granted; and it is further

⁴ Where the context requires, each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Motion.

ORDERED that, pursuant to section 365(a) of the Bankruptcy Code, the Debtors are authorized, but not directed, to assume and assign the Additional Assigned Contracts as identified on the list attached hereto as Schedule 1, *nunc pro tunc* to November 6, 2011; and it is further

ORDERED that pursuant to this Order, the assumption and assignment of each of the Additional Assigned Contracts is or will be a legal, valid, and effective assumption and assignment of such Additional Assigned Contracts; and it is further

ORDERED that payment of the Cure Amounts listed on Schedule 1 attached hereto pursuant to the terms of this Order shall be sufficient to satisfy the requirements of sections 365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code related to the cure, or adequate assurance of cure, of any defaults under the Additional Assigned Contracts and the compensation, or adequate assurance of compensation, for any pecuniary losses resulting from any defaults under the Additional Assigned Contracts, and that the Debtors and the Buyers have, including by way of entering into the Purchase Agreement and the provisions thereof relating to the Additional Assigned Contracts, satisfied the requirements of those sections; and it is further

ORDERED that the Buyers' promise to perform the obligations under the Additional Assigned Contracts after the Closing and its demonstrated capacity to do so, constitute adequate assurance of future performance under the Additional Assigned Contracts within the meaning of, and to the extent required by, section 365(b)(1) of the Bankruptcy Code; and it is further

ORDERED that to the extent a Cure Amount exists, the Buyers shall pay such Cure Amount within thirty (30) days of the entry of this Order; and it is further

ORDERED that the Debtors are authorized to take any action necessary to effectuate the terms of this Order without further order of the Court; and it is further

ORDERED that this Order is binding upon the Debtors, the Buyers, and the counterparties to the Additional Assigned Contracts; and it is further

ORDERED that the Debtors shall be required to serve the counterparties to the Additional Assigned Contracts a copy of this Order within five (5) days of its entry; and it is further

ORDERED that, notwithstanding the applicability of Bankruptcy Rule 6006(d) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that this Court shall, and hereby does, retain jurisdiction with respect to all matters arising from or in relation to the implementation of this Order.

Dated: White Plains, New York
December __, 2013

UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1
AGREEMENTS TO BE ASSUMED AND ASSIGNED

Lease Address	Debtor Entity	Non-Debtor Entity	Cure Amount
Real Estate License 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Licensor)	Darius Alai, MD (Licensee)	\$0.00
Real Estate Lease 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Lessor)	Neeklanth LLC (Lessee)	\$0.00
Real Estate Lease 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Landlord)	Mount Vernon Dialysis, LLC (Tenant)	\$0.00
Real Estate License 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Licensor)	Mahdi Abdullah, MD (Licensee)	\$0.00
Real Estate License 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Licensor)	Paola Greiger, MD (Licensee)	\$0.00
Real Estate License 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Licensor)	Claire Iamele, MD and Rajshree Puri, MD (Licensee)	\$0.00
Real Estate License 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Licensor)	Payam Rafat, DPM (Licensee)	\$0.00
Real Estate Lease 12 North Seventh Avenue Mount Vernon, New York	The Mount Vernon Hospital (Lessor)	Mount Vernon Anesthesia Billing Services (Lessee)	\$0.00

Lease Address	Debtor Entity	Non-Debtor Entity	Cure Amount
Real Estate Lease 16 Guion Place New Rochelle, New York	Sound Shore Medical Center of Westchester	LAMAJAK INC. dba Lori's Hallmark Shops	\$0.00
Real Estate Lease 16 Guion Place New Rochelle, New York	Sound Shore Medical Center of Westchester (Landlord)	New York Dialysis Services, Inc. dba Sound Shore Dialysis Center (Tenant)	\$0.00
Real Estate Lease 175 Memorial Highway, Suite 202 New Rochelle, New York	Sound Shore Medical Center of Westchester (Tenant)	175 Medical Vision Properties, LLC (Landlord)	\$5,458.00
Real Estate Lease 1600 East 233rd Street Bronx, New York	NRHMC Services Corp. (Tenant)	233rd Street Realty Corp. (Landlord)	\$0.00
Real Estate License 2365 Boston Post Road, Suite 4 and 5 Larchmont, New York	NRHMC Services Corp (Sublessee)	Consuelo Rodriguez (Licensee)	\$0.00
Real Estate Lease 2365 Boston Post Road Larchmont, New York	NRHMC Services Corp. (Sublessee)	Allied Health Care Physicians, PLLC (Sublessor)	\$0.00
Real Estate Lease 2365 Boston Post Road, 2 nd Floor Suite 3B, 3C, and 3D Larchmont, New York	Sound Shore Medical Center of Westchester (for Cardiac Rehab Center) (Sublessee)	Allied Health Care Physicians, PLLC (Sublessor)	\$0.00
Real Estate License 2365 Boston Post Road, 1 st Floor Larchmont, New York	Sound Shore Medical Center of Westchester (Licensee)	Pulmonary and Sleep Specialists of Westchester, LLC (Licensor)	\$0.00
Real Estate Lease 3401-3405 White Plains Road Bronx, New York	Sound Shore Medical Center of Westchester (Tenant)	Magenta Realty, LLC (Landlord)	\$0.00

Lease Address	Debtor Entity	Non-Debtor Entity	Cure Amount
Real Estate Lease 4773 Boston Post Road Pelham, New York	NRHMC Services Corp. (Tenant)	Urstadt Biddle Properties Inc. (Landlord)	\$10,360.48
Real Estate Lease 77 Quaker Ridge Road, Suite 205 New Rochelle, New York	NRHMC Services Corporation (Tenant)	CW North Ridge Plaza LLC successor to KRT Property Holdings, Inc. (Landlord)	\$0.00
Real Estate License 77 Quaker Ridge Road, Suite 205 New Rochelle, New York	NRHMC Services Corporation (Licensor)	Pediatric Group of New Rochelle, PC (Licensee)	\$0.00
Real Estate Lease 16 Guion Place, New Rochelle, New York	Sound Shore Medical Center of Westchester (Lessor)	Neeklanth LLC (Lessee)	\$0.00
Real Estate Lease Roosevelt Square Parking Garage	The Mount Vernon Hospital	The M.V.H. Corporation	\$0.00
Shared Utility Agreement	New Rochelle Sound Shore Housing	Soundview Management Associates LLC	\$0.00
Permit for Parking Lot at Guion Place & Lockwood Avenue New Rochelle, New York	Sound Shore	NYS Department of Transportation	\$0.00