UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

HEARING DATE: February 3, 2014

HEARING TIME: 10:00 AM

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,

Debtors.

NOTICE OF MOTION FOR RELIEF FROM AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)

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

SIRS:

PLEASE TAKE NOTICE that upon the Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), of secured creditor, Ford Motor Credit Company LLC as agent for CAB East LLC, dated January 7, 2014, the undersigned will move at a hearing to be held at the United States Bankruptcy Court, U.S. Courthouse, 300 Quarropas Street, Courtroom 118, White Plains, New York on the 3rd day of February, 2014 at 10:00 am of that day, or as soon thereafter as counsel can be heard, for an Order, pursuant to 11 U.S.C. Section 362(d)(1), granting such creditor relief from automatic stay, or, in the alternative, directing the debtor, above-named, to immediately provide for the adequate protection of any property subject to the security interests of such creditor; and for such other and further relief as to the Court may seem just and proper.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 9006-1, Local Rules of Bankruptcy Practice for the Southern District of New York, answering papers and memoranda of law, if any, must be filed with the Court and served upon the undersigned so as to be received by the undersigned no later than seven (7) days before the return date of this motion.

DATED: January 7, 2014

Latham, New York

Yours, etc.

/s/ Martin A. Mooney_

Martin A. Mooney, Esq. (MM 8333) SCHILLER & KNAPP, LLP Attorneys for Creditor Ford Motor Credit Company LLC as agent for CAB East LLC 950 New Loudon Road, Suite 109 Latham, New York 12110 Tel. (518) 786-9069 Email: mmooney@schillerknapp.com

TO:

Burton S. Weston, Esq. Attorney for Debtor Garfunkel Wild, P.C. 111 Great Neck Road Great Neck, New York 11021

Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Room 1006 New York, New York 10014

The Mount Vernon Hospital (Debtor) 12 North Seventh Avenue Mount Vernon, New York 10550

Sound Shore Medical Center of Westchester (Debtor) 16 Guion Place New Rochelle, NY 10802 GCG, Inc. (Claims and Noticing Agent) 1985 Marcus Avenue, Suite 200 New Hyde Park, New York 11042

Mark I. Fishman, Esq. Attorney for Daniel T. McMurray (Patient Care Ombudsman) Neubert, Pepe & Monteith, P.C. 195 Chuch Street New Haven, CT 06510

Martin G. Bunin, Esq. and Craig Freeman, Esq. Attorneys for Official Committee of Unsecured Creditors (Creditor Committee) Alston & Bird LLP 90 Park Avenue New York, NY 10016 13-22840-rdd Doc 556 Filed 01/14/14 Entered 01/14/14 10:07:52 Main Document Pg 3 of 10

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

HEARING DATE: February 3, 2014

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In Re:

MOTION FOR RELIEF FROM **AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)**

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,

Debtors.

protection, states the following as grounds therefor:

Case No. 13-22840-RDD

(Chapter 11)

(Jointly Administered)

Ford Motor Credit Company LLC as agent for CAB East LLC, a secured creditor in the above-captioned bankruptcy case, by its counsel, SCHILLER & KNAPP, LLP, as and for a Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), or, in the alternative, for adequate

- 1. On May 29, 2013, the debtor, The Mount Vernon Hospital, filed a voluntary petition in Bankruptcy under Title 11, Chapter 11, U.S.C., Case No. 13-22841-RDD in the United States Bankruptcy Court, for the Southern District of New York.
- 2. On May 29, 2013, the debtor, Sound Shore Medical Center of Westchester, filed a voluntary petition in Bankruptcy under Title 11, Chapter 11, U.S.C., Case No. 13-22840-RDD in the United States Bankruptcy Court, for the Southern District of New York.
 - 3. The Court has jurisdiction to entertain this motion under 28 U.S.C. Section 157.
- 4. Ford Motor Credit Company as agent for CAB East LLC (hereinafter "FMCC") is the record owner of the following vehicles:

- one (1) 2012 Ford Escape (V.I.N. 1FMCU9EG5CKC22405)
- one (1) 2012 Ford Edge (V.I.N. 2FMDK4KC4CBA06537)
- one (1) 2012 Ford Edge (V.I.N. 2FMDK3K94CBA09811)
- one (1) 2012 Ford Escape (V.I.N. 1FMCU9E73CKB98685)
- one (1) 2013 Ford Escape (V.I.N. 1FMCU9J95DUA69800)
- one (1) 2012 Ford Escape (V.I.N. 1FMCU9D74CKB25519)

(hereinafter "vehicles").

5. Pursuant to 11 U.S.C. Section 362, upon the commencement of the instant bankruptcy case, FMCC is stayed from taking any action against the debtor to obtain possession of the leased vehicles.

LEASE I - 2012 Ford Escape (V.I.N. 1FMCU9EG5CKC22405)

- 6. On March 22, 2012, Scarsdale Ford Inc. (hereinafter "dealer"), as lessor, and the debtor Sound Shore Medical Center of Westchester entered into a Motor Vehicle Lease Agreement (hereinafter "Lease I") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$429.98 per month for a term of thirty-six (36) months, commencing March 22, 2012. FMCC is now the holder and owner of said Lease I. A copy of Lease I and evidence of the recorded lien are collectively annexed hereto and referred to as Exhibit "A" and made a part hereof.
- 7. As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease I as follows:
 - a. Net balance due: \$24,449.08
 - b. Pre-Petition arrears: \$429.98 for the month of May, 2013, together with contractual late charges.
 - c. Post-petition arrears: \$429.98 for the months of June, 2013 through December, 2013, together with applicable late charges.

8. FMCC has ascertained that the wholesale value of its security is EIGHTEEN THOUSAND SIX HUNDRED (\$18.600.00) DOLLARS based on estimated value of the vehicle in average condition.

LEASE II - 2012 Ford Edge (V.I.N. 2FMDK4KC4CBA06537)

- 9. On May 2, 2012, Scarsdale Ford Inc. (hereinafter "dealer"), as lessor, and the debtor Sound Shore Medical Center of Westchester entered into a Motor Vehicle Lease Agreement (hereinafter "Lease II") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$486.55 per month for a term of thirty-six (36) months, commencing May 2, 2012. FMCC is now the holder and owner of said Lease II. A copy of Lease II and evidence of the recorded lien are collectively annexed hereto and referred to as Exhibit "B" and made a part hereof.
- 10. As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease I as follows:
 - a. Net balance due: \$33,905.53
 - b. Post-petition arrears: \$486.55 for the months of July, 2013 through January, 2014, together with applicable late charges.
- 11. FMCC has ascertained that the wholesale value of its security is TWENTY-FOUR THOUSAND TWO HUNDRED (\$24.200.00) DOLLARS based on estimated value of the vehicle in average condition.

LEASE III - 2012 Ford Edge (V.I.N. 2FMDK3K94CBA09811)

12. On April 5, 2012, Scarsdale Ford Inc. (hereinafter "dealer"), as lessor, and the debtor Sound Shore Medical Center of Westchester entered into a Motor Vehicle Lease Agreement (hereinafter "Lease III") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$573.97 per month for a term of thirty-six (36) months, commencing April 5, 2012. FMCC is now the holder and owner of said Lease III. A copy of Lease III and evidence of the recorded lien are collectively annexed hereto and referred to as Exhibit "C" and made a part hereof.

- 13. As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease III as follows:
 - a. Net balance due: \$29,964.78
 - b. Post-petition arrears: \$573.97 for the months of July, 2013 through December, 2014, together with applicable late charges.
- 14. FMCC has ascertained that the wholesale value of its security is TWENTY-FOUR THOUSAND TWO HUNDRED (\$24,200.00) DOLLARS based on estimated value of the vehicle in average condition.

LEASE IV - 2012 Ford Escape (V.I.N. 1FMCU9E73CKB98685)

- 15. On February 24, 2012, Scarsdale Ford Inc. (hereinafter "dealer"), as lessor, and the debtor Sound Shore Medical Center of Westchester entered into a Motor Vehicle Lease Agreement (hereinafter "Lease IV") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$349.79 per month for a term of thirty-six (36) months, commencing February 24, 2012. FMCC is now the holder and owner of said Lease IV. A copy of Lease IV and evidence of the recorded lien are collectively annexed hereto and referred to as Exhibit "D" and made a part hereof.
- 16. As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease IV as follows:
 - a. Net balance due: \$25,543.44
 - b. Pre-Petition arrears: \$349.79 for the month of May, 2013, together with contractual late charges.
 - c. Post-petition arrears: \$349.79 for the months of June, 2013 through December, 2013, together with applicable late charges.
- 17. FMCC has ascertained that the wholesale value of its security is EIGHTEEN THOUSAND SIX HUNDRED (\$18.600.00) DOLLARS based on estimated value of the vehicle in average condition.

LEASE V – 2013 Ford Escape (V.I.N. 1FMCU9J95DUA69800)

- 18. On August 17, 2012, Scarsdale Ford Inc. (hereinafter "dealer"), as lessor, and the debtor The Mount Vernon Hospital entered into a Motor Vehicle Lease Agreement (hereinafter "Lease V") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$493.19 per month for a term of thirty-six (36) months, commencing August 17, 2012. FMCC is now the holder and owner of said Lease V. A copy of Lease V and evidence of the recorded lien are collectively annexed hereto and referred to as Exhibit "E" and made a part hereof.
- 19. As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease V as follows:
 - a. Net balance due: \$31,941.07
 - b. Post-petition arrears: \$493.19 for the months of June, 2013 through December, 2013, together with applicable late charges.
- 20. FMCC has ascertained that the wholesale value of its security is NINETEEN THOUSAND TWO HUNDRED SEVENTY-FIVE (\$19,275.00) DOLLARS based on estimated value of the vehicle in average condition.

LEASE VI - 2012 Ford Escape (V.I.N. 1FMCU9D74CKB25519)

21. On January 23, 2012, Scarsdale Ford Inc. (hereinafter "dealer"), as lessor, and the debtor The Mount Vernon Hospital entered into a Motor Vehicle Lease Agreement (hereinafter "Lease VI") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$343.32 per month for a term of thirty-six (36) months, commencing January 23, 2012. FMCC is now the holder and owner of said Lease VI. A copy of Lease VI and evidence of the recorded lien are collectively annexed hereto and referred to as Exhibit "F" and made a part hereof.

- 22. As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease VI as follows:
 - a. Net balance due: \$15,220.55
 - b. Post-petition arrears: \$343.32 for the month of December, 2013, together with applicable late charges.
 - c. Upon information and belief, the vehicle has been surrendered.

FMCC has ascertained that the wholesale value of its security is EIGHTEEN THOUSAND SIX HUNDRED (\$18,600.00) DOLLARS based on estimated value of the vehicle in average condition.

(**NOTE:** The foregoing does not represent any amount which may be due for costs and attorneys' fees as may be allowed by the Court.)

- 23. Pursuant to the terms and conditions of the Leases, upon the failure of the lessee to cure any default thereunder, which include non-payment of rental charges, FMCC is entitled to immediate possession of the vehicles.
- 24. Upon information and belief, the debtors continue to enjoy the use and possession of the leased vehicles.
- 25. It is respectfully asserted that FMCC's interest in the vehicles will not be adequately protected if the automatic stay is allowed to remain in effect.
- 26. Accordingly, sufficient cause exists to grant FMCC relief from the automatic stay herein which includes, but is not limited to, the following:
 - a. The debtors are in default under the terms and conditions of the Leases.
- b. The security interest of FMCC with respect to the vehicles is not adequately protected as envisioned under 11 U.S.C. Section 361.

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- 27. It is respectfully submitted that FMCC is in a more advantageous position to obtain an optimum price for the sale of the vehicles thereby increasing the possibility of generating a surplus for distribution to creditors of the estate.
- 28. Alternatively, in the event relief from automatic stay is not granted, then FMCC respectfully requests that the Court compel the debtors to provide adequate protection to FMCC (a) curing any default of payment obligations arising pursuant to the terms and conditions of the Leases, (b) continuing to make payment in timely fashion thereunder, (c) maintaining adequate and continuous insurance coverage on the vehicles, and (d) providing such other adequate protection as the Court may deem proper.
- 29. In the event this request for adequate protection is granted, and the debtors retain possession of the vehicles, then FMCC respectfully requests that it be entitled to the immediate possession of the vehicles without further Court proceedings in the event of default by the debtors under any provisions for adequate protection which may be awarded herein.
 - 15. No prior application for the relief requested herein has been made.

WHEREFORE, Ford Motor Credit Company LLC as agent for CAB East LLC respectfully requests that the Court issue an Order, pursuant to 11 U.S.C. Section 362 (a) granting FMCC from automatic stay in order to obtain possession and liquidate the vehicles, or, in the alternative, (b) directing

the debtors to provide for the adequate protection of the security interest of FMCC in the vehicles as hereinabove requested, and for such other and further relief as to the Court may seem just and proper.

DATED: January 7, 2014

Latham, New York

FORD MOTOR CREDIT COMPANY LLC AS AGENT FOR CAB EAST LLC By Its Counsel

/s/ Martin A. Mooney
Martin A. Mooney, Esq.
SCHILLER & KNAPP, LLP
950 New Loudon Road, Suite 109
Latham, New York 12110
Tel. (518) 786-9069
mmooney@schillerknapp.com

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26. RETURNED CHECK CHARGE You agree to pay a returned check charge of \$20 for each check, draft, or other order of payment that is dishonored for any reason.

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27. TERMINATION This lease will torminate (end) upon (a) the and of the torm of this lease, (b) the rolum of the Velible to Leaser, or another place designated by Finance Company, and (c) he symmetry by our of all around oved under this lesse. Phance Company may cancel this lesse. The company may cancel this lesse if the ordinal.

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EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE.

3. USLIMITARY SARLY TERMINATION AND PURCHASE THE VEHICLE YOU may purchase the Vehicle from the Lessor or a party redispance by Prinches Company at any fine if You are not in identification. The prinches Company at any fine if You are not in identification to the prinches Company at any fine if You are not in identification. The Unpost Advisor Explanated Cost, Just (b) the smoont by which the lease and purchase option price (fine in 1) occoseds the Refideal Vehicles (see Fig. 1).

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Base Monthly Paymont II You have a <u>Monthly Paymont Lease</u>, Base Monthly Payment is the Base Paymont (from 7). If You have an <u>Advance Paymont Lease</u>, Base Monthly Paymont is the Base Paymont (flam 7) divided by the Lease Tom in Months (flam 7).

33. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or waiballe kaled on the front of this lease if You have any questions regarding terminating Your lease or prochasing the Vahida.

34. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a stotement of the "rehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure of it you make a lates statement.

If the adcenter is at any time ineperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at whiten reasonable evidence of the Vehicle's catual mileage at whiten return If you are unable to do so, You with pay us our estimate of any reduction of the Vehicle's wholeseled value caused by the inability to determine the Vehicle's actual mileage.

DEFAULT AND LOSS OF VEHICLE

35. DEFAULT You will be in clolault if (a) You fail to make any payment when oue, or (b) a barksoptry petition is field by or against You. Or (c) and unconditionally related the Verkicle to You, or (d) You have predicted late or misleading material information when applying for this lesse, or (o) You fail to keep any other agreement in this losse.

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If You see in default, Finance Company may cancel this lease, lake back the Vahicle and self is at a public or private sale. You also give Plance Company the right to go on Your property to perceptive retake on Vahicle. Even if Plance Company the latter of the Vahicle and the Vahicle and the Vahicle of th

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THEFT, CONFISCATION OR DESTRUCTION OF VEHICLE IF the Vehicle is stolen, confiscated or destroyed, You will not own the difference between (a) the Unpiled Adjusted Capitalisand Cost, Principal Company; (a) any past due Monthly Payments, plus of the amount of the the Actival Cash Value of the Vehicle, plus (c) all other amounts of the the Actival Cash Value of the Vehicle, plus (c) all other amounts due under this lease (except charges for excess water and use and enleage).

Active Cash Value of the Vahicle will be the cash value of the Vehicle immediately prior to its their, conficcation or destruction: (a) an elementary by the Lasses's insurance company, or (b) in the overlay to have failed to obtained, disciplinating the insurance required under that Lasse, the Vahicle's relate state determinate by the applicable vehicle appraisal guide published by the NA.D.A. Official Used Car Guided' Company.

ADDITIONAL INFORMATION

37. ASSIGNMENT AND ADMINISTRATION when You and Leaser sign subclidule will administer this fease. You must here pay, in U.S. funds, all amounts due under this lease to France, Company, if Phanes and amounts were the property of the Company as its agent, as agent lot Holder, Finance Company has the power to act on Holder's behalf to semilate, subcream, and defend the control of the property of th

LING. The Vehicle will be titled in the name of Holder, There may a lienholder listed as well. You will register the Vehicle as directed lineage. Company You will nav all lineage. It is not registration costs.

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1. SECURITY DEPOSIT Your security deposit may be used by Finance will be a secure of the property of the prope

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
Arbitration is a memod of resolving any claim, dispute, or conference representations, or Caregory (Seekers), or Visiting the Instance, or arbitrating of any seekers (Seekers), or Caregory (Seekers), or Visiting the Instance, or arbitration (Seekers), or Visiting the Instance, or arbitration (Seekers), or Seekers), or Caregory (Seekers), or Visiting Visiting

RIGHTS YOU AND WE AGREE TO GIVE UP If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

RIGHT TO A TRIAL WHETHER BY A JUGS ENGINEY

RIGHT TO A TRIAL WHETHER BY A JUGS ENGINEY

AGAINST US WHETHER IN COURT OR IN ARBITRATION

AROAD ROBERT ON DISCOVERY SA ARE AVAILABLE. IN A LAWBUIT

RIGHT TO APPEAL THE DECISION OF AN ARBITRATION

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FC 19031-P JUL 10 NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION FC 19031-APP

ns may NOT be used. '

CAB EAST LLC PO BOX 105704 ATLANTA

GA 30348

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NEW YORK STATE

www.dmv.ny.gov

Year Make Model Code Body/Hull Title and Identification No. 1 FMCU9 EG5 CKC2 2012 ECP SUBN FORD 1FMCU9EG5CKC224 Wt./Sts./Lgth. Type of Title Colar Cyl/Prop. New or Used GY 3441 GAS 6 NEW VEHICLE

LIENS * Jocument No. 772226X

Date Issued

4/24/12

Name and Address of Owner(s)

ODOMETER READING:

ACTUAL MILEAGE

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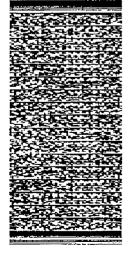
CAB EAST LLC

30348

PO BOX 105704 ATLANTA GA

> This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner

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24. VEHICLE INSURANCE

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- VENICLE MAINTENANCE AND OPERATING COSTS, Frigger Vehicle maintenance is Your responsibility. You must maintain and service he maintenance is Your responsibility. You must maintain and service he maintained the service of the control of the contro

- 26. RETURNED CHECK CHARGE You agree to pay a returned check charge of \$10 for each check, draft, or other order of payment that is deshooned for any reason.
- 27. TERMINATION This lease will ferminate (end) upon (a) the end of the form of this lease. (b) the rotum of the Vehicle to Lessor, or another place destinated by Finance Compley, and (b) the parament by a finance Compley, and (b) the parament by a finance of the complex destination owed under this lease. Finance Company may central this lease. Finance Company may central this lease in the control of the con

EARLY TERMINATION MAY, REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE.

51. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase his Vehicle from the tessor or a party categorized by France; Company at any time 1 for use no in official, the Unique of the Company of the C

(Umn 7d), plus (c) official lines and laxes; plus (d) all other amounts then due under this lesso, (oxono) charges for oxonos were used use and lasea). You may also be charged a researched occurrency too (if allowed by law, if You have an <u>despised Personal (asset</u>, you must pay also (belowing (a) the used order profession agricing price (lines of lostening (a) the used order profession agricing price (lines 10) lases (b) and officially assets, you must pay as (electronic profession and lates of large profession agricing price (lines 10) last (a) as all plans amounts than due whether this bases (except charges for social additional amounts than due to the larged a reasonable documentary test if allowed by law).

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DEFINITION OF TERMS

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II You have an <u>Advance Proment Leess</u>, the Unpaid Adjusted Capitalized Cast is an amount that starts with the Adjusted Capitalized Cast less the Base Payment. This amount is increased each month on the due dut by the part of the Rent Charge carned in that month on an actuarist bests.

- YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vahicle's mileage at the and of this loase. You may be fined and/or imprisoned If you do not complete the disclosure of you make a false statement.
- If the odomater is at any time inoperative. You reasonable evidence of the Vehicle's actual milion If You are unable to do so, You will pay us our esting the Vehicle's whotesate value' caused by the It the Vehicle's natural milioage.

this lessor. THEFT, COMPISCATION OR DESTRUCTION OF VEHICLE II the Vahicle is allein, confideated or destroyed, You will not owe the difference between (a) the Unpid Adjusted Colsistand Costs, and (a) it has actual Costs Yolon of the Vahicle. You will pay to the second of the Vahicle. You will pay to the amount of the Endesda Costs. You will not seen the amount of the the Actual Costs Yolius of the Vahicle, plus (c) all other amounts of the the Actual Costs. You do not not cost were and use and officiage).

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 A. CONSUMER REPORTS You submidsta Finance Company and helder to their consumer cropt reports from consumer reporting open discovered bready for any reason and at any limin on consumer with the credit bready loss any reason and at any limin on constraint with this constitution.

 44. GENERAL Errapt as otherwise provided by the law of the state where You report, the law to the state of the state of the state where You report, the provided by the law of the state lease. If this law does not state was not the appreciation to this lease, the ones that are not allowed will be viold. The rest of this lease will still be valid.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTRETY
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RIGHTS YOU AND WE AGREE TO GIVE UP if wither You or we choose to arbitrate a Clarm, then You and we agree to waive the toligwing rights:

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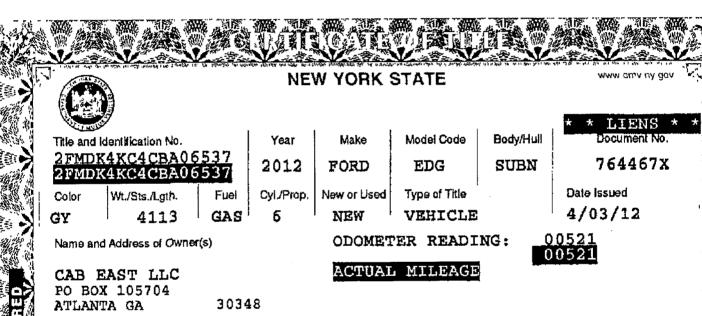
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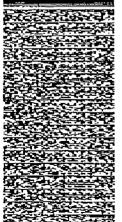
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CAB EAST LLC PO BOX 105704 ATLANTA

GA 30348

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This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

HTD LEASING LLC
FO BOX 105704
ATLANTA GA 30348

Lienholder

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www.fordcredit.com	INFRICHERIE				CAB EAST LLC			
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1 Amount Due At	2. Payments (a) Monthly Paym			3. Other Ch	arges (not part of You			
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13-22840-rdd Doc-556-3 Filed 01/14/14 Entered 01/14/14 10:07:52 Exhibit C

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- 21. MPLIED WARRANTIES II the Vehicle is of a type normally used stated in the vehicle is of a type normally used stated a vehicle is not a type normally used stated a vehicle is usually stated vehicle within 50 days from the date of this lessa. You get implied warrantle of enchanciability and finess for a particular purpose when the commence of the vehicle vehicle is the vehicle purpose when the commence of the vehicle vehicle
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- 26. RETURRED*CHECK CHARGE You agree to pay a returned check charge of \$20 for each check, draft, or other order of payment that is dishported for any reason.

- TERMINATION This lease will terminate (end) upon (e) the end of the tarm of this lease, (b) the return of the Vehicle to Lessor, or another place designated by France Company, and (c) the symmetrity You of at amounts eved under this lease. Firence Company may cancel this lease if You detail.

- implied price by ledder's called of the Vehicle.

 VOULN'ARY EARNY TERMINATION AND RETURN THE VEHICLE.

 You may, terminate this lease early, if You are not in default and

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EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE.

31. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor of Cap Software case that the Cap Software Cap Software

LEADS, ... (Sun 7d), plus (c) official fees and ixxes, plus (d) all other amounts then do under finit lesses (except charges for excess west and use and except finite fees to be charged as a researcial section entropy. The contract of the contract finite finite

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DEFINITION OF TERMS

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anii এনে এপ্র In both cases, rent charges are earned when due. Lessor or Finance Company,will provide You with an explanation of the actualist method upon request.

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- YOUR ODOMETER OBLIGATIONS Fodered low requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

If the adometer is at any time inoperative, You will provide us with reasonable evidence of the Verbjet's actual mileage at which return If you are unable to doe. You will be you can unabline to doe in your pulse you can unabline of any reduction of the Verbjet's wholesale value caused by the inability to determine the Verbjet's extract mileage.

35. DEFAULT You will be in dolastif if (a) You fail to make any payment when due, or (b) a bankuptoy position is lided by or appairs You, or (c) and unconditionally release at which lot You, or (c) You have provided fails or misleading maleral information when sopying for this lesse, or (a) You list it is oken party other appresented in 19 lasses.

vy vou mis a recep erry uniter agreement in 19th 8446.
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- 37. ASSIGNMENT AND ADMINISTRATION When You not lease eight has leave, Leave wide assign it to Indider. Finance Company or a stagen it to Indider. Finance Company or a stagen it to Indider. Finance Company in on the Hobbit of this leave, Hobbit has appointed Finance Company in not be Hobbit of this leave, Hobbit has appointed Finance Company in not be Hobbit of this leave, Hobbit has appointed Finance Company in not he Hobbit of this leave, Hobbit has been considered from the Hobbit of the Administration of the Hobbit of the H
- 38. TAXES You will promptly plyical loss, charges, and taxes relating to the lease or Vohicle (except loy, Lessor's or Holder's income taxes). You will pay those amounts even if they are assessed after lease end.
- by Prinance Company. You will pay all licensis, falls and registration costs.

 40. NIDENITY You will supervise and such maries. Lessor, Piennes.

 40. NIDENITY Supervise and supervise and supervise and supervise super
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 44. GENERAL Except as otherwise provided by the law of the state where You reside, the law that will apply to this less a is the law of the state where the Lexacr's place of business is, as set forth on the front of the lesso. If the fully modes not allow any of the argenerate is, this lesse, the ones that are not allowed will be Yold. The rest of this leader will still be valid.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION, 4 TO REPORT OF STRUCK ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

Arbitration is a method of resolving any chain, dispute, or continener productions, a "Chain") whole will like a lease like four chain of the continener of the contine

RIGHTS YOU AND WE AGREE TO GIVE UP.
If wither You or we choose to province a Claim, then You and we agree to waive the following rights:

- IN TOU ON BETROOMS IS DEFINITED A CLAIM, UNRIT TOU ON WE PRIVE ON THE WAY TO BE CONSTRUCTION TO THE WAY TO THE CONTROL OF THE CONTR

UTHEN RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

III: 123/IAC/1234 R1 1.63*1452 JE-LITHING SHCHEOLITHING RIGHTS ARE AVAILABLE IN A LAWSUIT

Rights two And We Do Not Cleve Up: If a Clein is sebrated, You and we will continue to have the following grinds, without wastering this distribution provided as & to any Clein. If light to the inherinately in course of Right to indoor the ownership interest in the whether, whether by repossession of through a court of law review whether the arbitrator accorded its authority to the second in a subtrator of the course of the subtrator accorded its authority of the second in a subtrator of the second in a second in a subtrator of the second in a sec

exceeded its authority.

You may choose the organization to conduct the arbitration subject to our approval. This applicable rules (the "fluides") may be obtained from the selected organization. If there is a contile between the fluides and the control, this control is an expert to the preferral Arbitration Art of the control is a subject to the preferral Arbitration Art of the preferral Arbitration Arbitrat

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CAB EAST LLC PDB105704 ATLANTA

GA 30348

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NEW YORK STATE

www.dmv.rry.gov

Body/Hull Year Make Model Code Title and Identification No. 2FMDK3K94CBA098 SUBN 2012 FORD EDG 2FMDK3K94CBA098 Type of Title Color Wt/Sis/Lgth Cyl./Prop. New or Used GY 3890 GAS 4 NEW VEHICLE

LIENS 686490B

Date Issued 5/15/12

Name and Address of Owner(s)

ODOMETER READING:

ACTUAL MILEAGE

CAB EAST LLC POB105704

30348

ATLANTA GA



This document is your proof of ownership for this vehicle, hoat or manufactured home. Keep if in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

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 Franchic Company."
 - 28. RETURNED CHECK CHARGE You agree to pay a returned check charge of \$20 for each check, draft, or other order of payment that is dishonored for any reason.

ENDING
27. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Venicle to Leaser, or enother place designated by Princes Consony, and (c) he symmet by You of all princes cover of the lease, Princes Company may cancel this lease it You debut.

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EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE.

31. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may pushase the Valide from the Lassor or a posty of the Vehicle of the Vehicle from the Lassor or a posty if You have a dennish premised, (e.gs., you must pay the Glowing: (a) the Unpaké Asjasted Capitalized Cost, pius (b) the amount by which the lease end punhase polion pince (from 10) accessed the R-Bestdaul Yakuo

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It, you have an <u>Advance Perment Legse</u>, the Unpaid Adulted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Sase Peyment. This amount is increased each month on the due date by the part of the Rent Charge acred in that month on a fectuarial balas.

Company was provide You've in a reparation or in a situation memory youn's region.

Fair Market Wholeside Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be reclaimed appreted belief of the Vehicle, as determined to protections appreted belief of the Vehicle, as determined for protections appreted belief of the Vehicle, as determined for company, or (c) it not existalisted by agreement or apprision, the company, or (c) it not existalisted by agreement or apprision, the amount received by Finance, Company, Notice or, it does not amount section by Finance, Company, Notice or, it does not communically reasonable mornior.

Base Monthly Payment II You have a Monthly Payment Losso. Base Manthly Payment is the Base Payment (Item 7), II You have an Advance Payment Lasso. Base Monthly Payment is the Base Payment (Item 7), divided by the Losso Term in Months (Item 7a).

- 33. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or websits lated on the front of this tease if You have any questions regarding terminaling Your lease or purchasing the Vehicle.

If the adometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at whiche muturn if You are unbelle to doe, You grill pay as our settings of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.

DEFAULT AND LOSS OF VEHICLE

- 35, DEFAULT You will be in default if (a) You fail to make any payment when size, or (b) a bontrupitry polition is failed by or applicant You, or (c) any government a underly severable to be a view of the property of the p
- If You leased the Vehicle primarily for personal, family or household use, and Your delaid consist adely of the solute to make family come to the solute of the solute to make family come the default and ministent the Castro by paying all past down Monthly Playments and deliveration before the paying all past down Monthly Playments and deliveration for a \$10 of delivations of a deliveration for the solution of the solution records as on the You. Finance Company is only deligated to ofter You this infrastrument right once during the time of the Lease.

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3. THEFT, CONFISCATION OR DESTRUCTION OF VEHICLE is the Vehicle is aloten, conflicated or dealroyed. You will not owe the difference between (a) the Unpaid Adjusted Cathlaided Cest, and (b) the Actual Cest Value of the Vehicle. You will pay to the Actual Cest Value of the Vehicle, You will pay to the amount of the the Actual Cest Value of the Vehicle, plus (c) all other emounts due under this lease (except charges for excess wear and use and rindisage).

<u>Actual Ceah Value</u> of the Vehicle will be the ceah value of the Vehicle interesting of the Vehicle will be the ceah value of the Vehicle interesting of the ceah value of the Vehicle of the Vehicle of the Vehicle of the Vehicle of Vehicle of

- 38. TAXES You will promotly pay all fees, charges, and taxes relating to the kease or Vehicle (except for Lessor's or Holder's Income (axes). You will pay those amounts even if they are assessed after lease and.
- , YTTLING The Vehicle will be titled in the name of Holdor. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all liconso, little and registration costs.
- by Finnec Conyaev, You will buy all iconés, ist an d'ingitation costs. NECEMINT Y us il l'identify an ide harriers Lason. Finnes Conjaev and redat and till en aligne it mon any lass or dominge is the yuthicid and is consist and finne aligne it mon any lass or dominge is the yuthicid and is consist and finnesses. A condition of the Yeshele's and care related to 154 use, neithmence, a condition of the Yeshele's and care related to 154 use, neithmence, a condition of the Yeshele's participation of the Consistence of the Section of the development of the participation of the Consistence of the Section of the development of the participation of the Consistence of the Section of the Neithment of the Consistence of the Section of the suches producted by law. For every such fire, licket, or pensally that must be part on Yeshele day law. For every such fire, licket, or pensally that must be part on Yeshele day.
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- issue.

 44. GENERAL Excest as cinomisse provided by the law of the static where You recide, the law that will apply to this lease is the law of the state where the Lessor's prise of business is, as a set form on the loot of the control of the con

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or contineway (collectively, or Claim) without filing a levitual in collective limited "rout" is lessor/finance
Company/folder ("us" or "ws) (such, a "Peny") may choose at any time, including after a levitual in collective limited "rout" is lessor-finance
controlled by a straining. Cert Claims scaled to also and collective in the solventy in Claims in controlled. Our property or of inference; 2 Claims in specified in a straining in the collective in the collective.

RIGHTS YOU AND WE AGREE TO GIVE UP If either You or we choose to arbitrate a Cialm, then You and we agree to walve the following rights:

- THE THE THE SECTION OF A LUMES TO USE OF A SPECIAL WHETHER BY A JUDGE OR JULY OR A SPECIAL WHETHER BY A JUDGE OR JULY OR A SPECIAL WHETHER BY A JUDGE OR JULY OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY MAVE SHOULT TO PROTECTED A SPECIAL WHITE A SPECIAL WAS A SPECIAL

Flight to Page And Wo Do Not Dive Up: In a Claim is submitted, You' and we will continue to have maintaining rights (Inhibia's wishing this application provision as a long You'll Flight to like continue to have maintain printers in the vehicle, whather by repostession or through a court of law. 3) Right to take legal action to enforce the artistator's decision; and 4) Right to request that a court of law minimum whother the artistator's decision; and 4) Right to request that a court of law minimum whother the artistator's exceeded its authority.

exceeded is sufficiely.

You may choose the capitation to conduct the arbitration subject to our approval. The applicable rates (the "Rules") may be obtained from the solicited organization, if there is a condict between the fluids and this contract, the contract and grown. This contract is subject to the Footer's Adjustment and the contract and grown. This contract is subject to the Footer's Adjustment and the results of the contract is subject to the Footer's Adjustment and the results of the contract is subject to the Footer's Adjustment and the results of the contract is subject to the Footer's Adjustment and the results of the contract is subject to the Footer's Adjustment and the results of the r

CAB EAST LLC PO BOX 105704 ATLANTA

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NEW YORK STATE

Title and Identification No. Year Make Model Code Body/Hull 1FMCU9E73CKB9868 2012 FORD ECP SUBN 1FMCU9E73CKB98685 Color Wt./Sis./Lgth. Cyl./Prop. New or Used Type of Title GY GAS VEHICLE 3331

LIENS * Document No. 4420250

Date Issued 4/24/12

Name and Address of Owner(s)

ODOMETER READING:

ACTUAL MILEAGE

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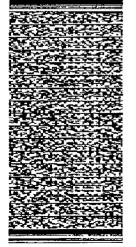
CAB EAST LLC PO BOX 105704

30348

ATLANTA

ATLANTA GA

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner



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RECORDED

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MV-999 (1/11)

- 1. VEHICLE USE AND SUBLEARING You will not use, or primit bodies to use the Vehicle (a) in violation of any taw, (b) contrary to the providers of any insurance policies covering to Vehicle, (c) outside the stote where the titled or registered for more than 30 days without Planca where the titled or registered for more than 30 days without Planca to the state of the s
- IMPLIED WARRANTIES If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or sorrice contract covering the Vehicle within 90 days from the date of this lease, You get implied warrantles of merchantishilty and filmes for a particular purpose covering the Vehicle. Otherwise, You understand and agree that thors are no auch implied warrantles, scopt as thereighe equivale
- by taw. VEHICLE MANTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the maintenance is Your responsibility. To an usus maintain and service the maintenance specialisation. This is cloudes following the owner's manual and maintenance schedule, documenting maintenance proformed, and maintenance schedule, documenting maintenance proformed, and maintenance schedule, documenting maintenance proformed, and maintenance schedule, documenting and interest to the service of th

You agree that Finance Company can file a claim under the instrument policy. You apprehimate the insurance company to provide Finance policy. You authorise the insurance company to provide Finance makes a claim. You agree that Finance Company may receive and sign Your name on any closed and plant Company for Your name on any closed or draits received by Finance Company from Your Insurance provider. In addition, You authorise Finance Company from your finance of the Young Company from Your Insurance Co

ENDING Y UR LEASE

- will not allow You to keep the Vehicle.

 28. STANDARDS POR EXCESS WEAR AND USE You are responsible for all regulars to be whole to an extended the control of the control o
- made prior to includer Ease in the Venicu.

 You may I service the State Control of the Venicu.

 You may I terminate this lease certy, il You are not in default and
 You sainly You ceelly termination adalgation. You must return the
 and You must pay he a following: (a) the amount by which the Unique
 Adjunct Capitalized Cost execute the Vehicle's Plan Mediate Wholesole

 Yakun, plass (b) all other amounts then tou state the bases (except for
 Young plass (b) all other amounts then tou state the bases (except for
 Young Loss and me Vehicle's Affir Market Wholesole Vehicle
 excepts the Unique of Media Capitalized Cost, You will receive a
 credit for the difference.

Atternatively, You may chose to satisfy Your financial obligation under this section upon Vehicle rotum if You pay the totlowing: (a) the unspaid remaining Monthly Paymente, plus (g) any charged rocesses work may see and mileage, plus (g) all other amounts then due under the losse.

EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE.

31. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party octopined by Princera Company at any line if I for out or but in Selection of the Selection of the Selection of the Selection of the Selection of Sel

(filen 7d), plug (c) official fees and laxes, plus (d) all other amounts then our under the laxes (except charges for secase west what due and use and secase of the secas

32. DEFINITION OF TERMS
Unpaid Adjusted Capitalised Cast II You have a <u>Mentity Favorant</u>
Unpaid Adjusted Capitalised Cast III You have a <u>Mentity Favorant</u>
With the Adjusted Capitalised Capitalised Cast is an enceant that state
with the Adjusted Capitalised Capitalised Cast and its reduced each month on the
fund date by the difference between the Base Monthly Poyment and the
part of the Rent Charge examed in that month on a neutral following.

Base Monthly Payment II You have a <u>Monthly Payment Lease</u>, Base Monthly Payment is the Base Payment (Item 7). If You have an <u>Advance</u> <u>Payment Lease</u>, Base Monthly Payment is the Base Payment (Item 7) divided by the Lease Tem in Months (Item 7s).

- CONTACT NUMBER FOR FINANCE COMPANY Please contect Finance Company at the telephone number or website listed on the troot of this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.
- 34. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this loase. You may be fined and/or imprisoned if you do not complete the disclosure of you make a lates statement.

- 35. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) a banksupiny petition is fixed by or applied You, or (c) and understandingly insides the Valible to You, or (d) You have provided late or misleading material information when applying for this losse, or (a) You fail to keep any other apprement in this losse.

once during that dimm of use bases. If You are in Additive, Finance Company may cancel link lease, take back the Vahide and sall it at a public or private sale. You also give Finance Company line right to go on Your people to posterolidy relable no Vahide. You must be prevented to the property of the Vahide of the Young Company relables the Vahide, You must properly to admit a relative to the Vahide, and the Vahide of the Young Company in the Vahide, plue (b) all other amounts than due under this teach. You have on Admost Perment (asset and the Vahide which could be realized at the wholested said of the Young was on the Vahide on the Vahide of the Vahide on the Vahide on the Vahide of the Vahide on the Vahide of the Vahi

50 If by various, exception of DESTRUCTION OF VEHICLE II THEFT, COMPISCATION OR DESTRUCTION OF VEHICLE II the Volche is atolen, coefficiented or destroyed, You will not one and (b) the Actual Cash Value of the Vehicle, You will pay to finance Company; (b) any part for Membridge Promisin, plus (b) the sencest of the the Actual Cash Value of the Vehicle, plus (c) the sencest of the the Actual Cash Value of the Vehicle, plus (c) all solutions and administration of the Vehicle plus (c) all solutions and administration of the Vehicle plus (c) the Vehicle plus (c) and the Vehicle plus (c) the Vehicle plu

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<u>Actual Cont Union</u> of the Vahicle will be the cash value of the Vohicle
minedestiny prior to its thorit, conflictation or destruction; (d) as
from laws and the conflictation of the cash of the conflictation
for laws to deliver or maintain the insurance returned used its Lease, the Vehicle's retail value determined by the applicable vehicle appraisal guide published by the N.A.D.A. Official Used Car
Guidett Company.

- TITLING The Vehicle will be tilled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, little and registration costs.
- or meastre company, now with pay all soones, site and negletished noods.

 INDEASHOTY You will followedly, and not be harmless Leases. Pences Company and Holders and followed the harmless Leases. Pences Company and Holders and followed the harmless Leases. Pences Company and Holders and followed the harmless and coast; related to the beautiful payers of the harmless and coast; related to the use, institution, or condition of the Yorkick.

 And the payers of the harmless of th
- us and recover any element, prime or other elements on true security 2. ESPINCIBIA DAN COLLECTION (You pears has Leaver, Finance Company, Holder and their efficients, agents and service providers may more for and more disleptions called regarded your decounts to assure context and agree that Leaver, Finance Company, Holder and thair stillages, agents and service providers may use written, electronic or vanial resource to contact you. This content factories, but a not limited stillages, agents and service providers may use written, electronic or vanial resource to contact you. This content factories, to all a not limited mescapes, their mescapes, missing control amounts of the property of mescapes, their mescapes, missing control accounts of mescapes, their mescapes, their moder at pears their public paysions. You agree that licesure, Flannce Company, folder and inter say before member you provide, more or in the study, recluding a number for in cellular phone or other wheless device, regardless of whether you four charging as a lamb message.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION
Addition is a method of resolving any datin, dispain, or continuously (condective), in Claim? willoud filling a limited in court. Either You or Leason/Finance
Company-Priceder ("se" or "we") (seeds, a "Porty") more chooses at any limit, including sites a limited in these any Claim related to this continuously and the continuously continuously as a limited in the continuously continuously as a limited in the continuously continuously as a continuously continuou

RIGHTS YOU AND WE AGREE TO GIVE UP. If allhor You or we choose to architeto a Claim, then You and we agree to waive the following rights:

- RIGHT TO A TRALL WHETHER BY A JUDGE OR JURY
 RIGHT TO A TRALL WHETHER BY A JUDGE OR JURY
 RIGHT TO A TRALL PRINCIPLE AND TO THE PRINCIPLE AND THE PRINCIPLE AN

Right v ou And We Do Hol Give Up: If a Claim is artificated, You and we will continue to have the following rights, without walving this artification provided as to say Chairm. If Right is to instruction, Right is on instruction or shrough a court of law; 3) Right to request that a court of law review whether the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator's decision;

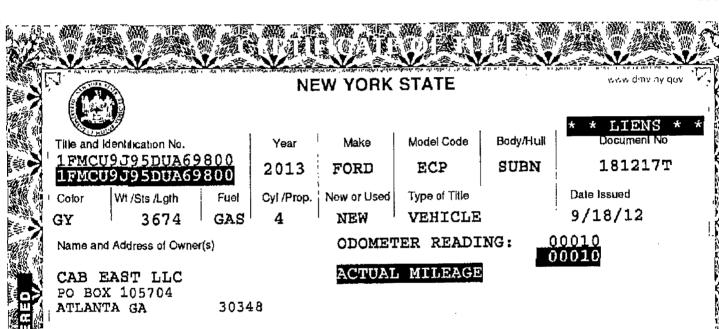
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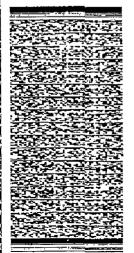
You may choose the expanisation to conduct the arbitration subject to our approval. The applicable rules (the "Rulest") may be obtained from the selected
organization. If there is a continit between the flives and this content, this content always govern the content is audient in the present and the power. This content is audient in the flower and the present and the power and the present and the present

CAB EAST LLC PO BOX 105704 ATLANTA

GA 30348

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This document is your proof of cwnership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To it spose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder		Lienbolder			•
HTD LEASING LLO PO BOX 105704 ATLANTA	GA 30348	* ONE	LIEN	RECORDED	¥
Lienholder		Lenholder			
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MV-999 (1.11)

EXHIBIT "F"

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	and Zip Code)	artosses) um	me and roordsa(in	- <u></u>	y LESSOR (Name as			
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FordCredit	FIGURE VER	NON		550	SCARSDALE	L HVENUE	NY	10583
www.fordcredil.com "Finance Company" isk				"Holder" ls	AB-EAST-LLC			and its assigns.
"Finance Compility" ISE By signing "You" (Loss Care Addendum, il any,	ee and Co-Lessee)	ocasi of case	this Vehicle accord	ing to the le	ms on the front and b	ock of this leas	e and the	terms of the Wear-
If Your payment schedul	e is shown in Item 2	(a), You enter	red into a "Monthly	Payment Le	100.			
Your payment schedul Now/Used	o is shown in item 2 Mileage at Dali	very Ye	ar/Make/Model	e Paymont I	onse." ehide Identification Nu	mber	<u> </u>	Vehicle Use
NEU	225	2012	FORD PERCOPE VIII		FMCU9D74CKB25	51.0	DI ICI	NESS.
fou state that this Vehicle		$\overline{}$	Personal, family or no ignicultural, business			AUD 1000		Co-Lasseg
NARNING: Imperiant con	sumer protections ma	y not apply if it	his agreement Indical	es You ere le	ssing the Vehicle primar	lly for agricultu	ral, busine	sa or commercial use.
. Amount Ove At	2. Payments (a) Monthly Paym	ente		3. Other Ch payment)	arges (not part of You	r monthly	4. Total (The am	of Paymenta ouni You will have the end of the lesse)
Lease Signing or Delivery Itemized Below) *	Your linst monthly	payment of \$.		ma	619		para ay i	no ena oi via leaso;
	NA- paymen	nts of \$		not purchas	es (il You do s the Vehicle) S	NO		
	of Your monthly pa		MONTH. THE TOTAL					
	(b) Advance Pays	ment				NQ		
	Your Payment of 3 is due on	12359.5	ia					
12052-02	The total of Your	osyment is S _	12259.52		Total \$	NQ	\$_136	53.03
		" itemizat	don of Amount Du	-		,		
5. Amounts Due At Las	see Signing or Doll	very: •	•	8. How	the Amount Due At Lo	use Signing or	Delivery	will be paid:
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p. Advance payment			12016-20	_ c. Amos	nt to be paid in cash			12708.70
d. Rejundable security of s. Title fees	leposit	-	NA	- e kts	ST MONTHLY PA	(MEN)		
f. Registration fees p. Acquisition fee		_	10.00 595.00	-	•			
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i		_	NA	_				
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			ur payment le det	smined as	thown below:			
e. Gross capitalized co	set. The agreed upon	n value of the	Vehicle (\$ 273	31.05) and any itams You p	ay over the la	BEO	
(tom (such as service (tomized below - ther		e, and any out	tstanding prior cred	or lease ba	lance)		. 5	27331_05
b. Capitalized cost red the gross capitalized	uction. The emount	of any net trad	io-in allowance, reb	ile, noncash	credit, or each that You	pay that radu		NO
c. Adjusted capitalized	cost. The amount of	used in calcult	ating Your base pay	ment				_27331.05 _15070.55
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for other items paid of I. Rent charge. The arr	wer the lease term.							12250_50
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n. Lease term in mant								36
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Early Termination. Yo	u may have to pay	a substantial o	charge If You and I	his leave on	ly. The charge may be	up to severs	I thousan	d dollars.
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READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

ARBITRAT

RIGHTS YOU AND WE AGREE TO GIVE UP If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

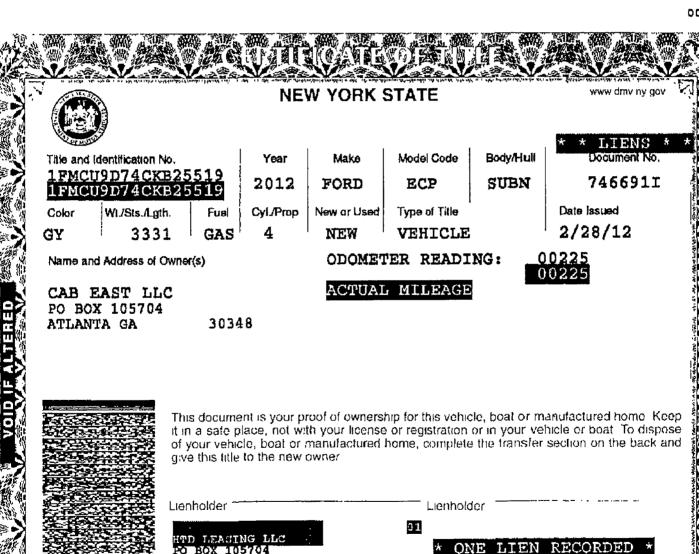
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RIGHT TO THAT COURT AND TO A JUDGE OR SUPPRISON THE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY
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CAB EAST LLC PO BOX 105704 ATLANTA

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SOUTHERN DISTRICT OF NEW		<i>.</i>
In Re:		AFFIDAVIT OF FACT
SOUND SHORE MEDICA WESTCHESTER, et al., Debtors.	L CENTER OF	Case No. 13-22840-RDD (Chapter 11) (Jointly Administered)
STATE OF MICHIGAN)) ss.:
COUNTY OF WAYNE)	<i>y</i> 33
	* * *	I novem

DANIELLE WALKER, being duly sworn, deposes and says:

- 1. I am a Bankruptcy Specialist for Ford Motor Credit Company LLC as agent for CAB East LLC (hereinafter "FMCC"). FMCC is a foreign corporation, duly authorized to do business in the State of New York.
- 2. I have direct access to and am familiar with the facts and circumstances set forth in this Affidavit by reason of the examination of the books and records maintained by FMCC in the ordinary course of business.
- 3. This Affidavit is submitted pursuant to Local Bankruptcy Rules and in support of FMCC's Motion for Relief from the Automatic Stay in this case pursuant to 11 U.S.C. Section 362(d).
- 4. A review of the records maintained by Ford Motor Credit Company reveals that the debtor is in default of its payment obligations to FMCC as follows:

LEASE I - 2012 Ford Escape (V.I.N. 1FMCU9EG5CKC22405)

As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease I as follows:

13-22840-rdd Doc 556-7 Filed 01/14/14 Entered 01/14/14 10:07:52 Affidavit of Fact Pg 2 of 3

- a. Net balance due: \$24,449.08
- b. Pre-Petition arrears: \$429.98 for the month of May, 2013, together with contractual late charges.
- c. Post-petition arrears: \$429.98 for the months of June, 2013 through December, 2013, together with applicable late charges.

LEASE II - 2012 Ford Edge (V.I.N. 2FMDK4KC4CBA06537)

As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease I as follows:

- a. Net balance due: \$33,905.53
- b. Post-petition arrears: \$486.55 for the months of July, 2013 through January, 2014, together with applicable late charges.

LEASE III - 2012 Ford Edge (V.I.N. 2FMDK3K94CBA09811)

As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease III as follows:

- a. Net balance due: \$29,964.78
- b. Post-petition arrears: \$573.97 for the months of July, 2013 through December, 2014, together with applicable late charges.

LEASE IV - 2012 Ford Escape (V.I.N. 1FMCU9E73CKB98685)

As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease IV as follows:

- a. Net balance due: \$25,543.44
- b. Pre-Petition arrears: \$349.79 for the month of May, 2013, together with contractual late charges.
- c. Post-petition arrears: \$349.79 for the months of June, 2013 through December, 2013, together with applicable late charges.

LEASE V – 2013 Ford Escape (V.I.N. 1FMCU9J95DUA69800)

As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease V as follows:

- a. Net balance due: \$31,941.07
- b. Post-petition arrears: \$493.19 for the months of June, 2013 through December, 2013, together with applicable late charges.

LEASE VI - 2012 Ford Escape (V.I.N. 1FMCU9D74CKB25519)

As of January 7, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease VI as follows:

- a. Net balance due:
- \$15,220.55
- b. Post-petition arrears: \$343.32 for the month of December, 2013, together with applicable late charges.
- c. The vehicle has been surrendered.
- 5. I have read the Motion for Relief from the Automatic Stay dated January 8, 2014 and attest to the allegations set forth therein.

WHEREFORE, your deponent respectfully requests that the Court grant Ford Motor Credit Company LLC as agent for CAB East LLC's Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. Section 362(d); and for such other and further relief as to the Court may seem just and proper.

Danielle Walker

Sworn to before me this _____

day of January, 2014.

Notary Public-State of Michigan

Alating ine the County of wayne."

Notary Public

Oakland County Michigan

My Commission Expires 11/27/2017

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,

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

Debtors.

MEMORANDUM OF LAW

FACTS

This Chapter 11 bankruptcy case is before the Court on Motion of Ford Motor Credit Company LLC as agent for CAB East LLC (hereinafter "FMCC"), a secured creditor in this case, for relief from the automatic stay.

- 1. On May 29, 2013, the debtor, The Mount Vernon Hospital, filed a voluntary petition in Bankruptcy under Title 11, Chapter 11, U.S.C., Case No. 13-22841-RDD in the United States Bankruptcy Court, for the Southern District of New York.
- 2. On May 29, 2013, the debtor, Sound Shore Medical Center of Westchester, filed a voluntary petition in Bankruptcy under Title 11, Chapter 11, U.S.C., Case No. 13-22840-RDD in the United States Bankruptcy Court, for the Southern District of New York.

3. Ford Motor Credit Company as agent for CAB East LLC (hereinafter "FMCC") is the record owner of the following vehicles:

one (1) 2012 Ford Escape (V.I.N. 1FMCU9EG5CKC22405)

one (1) 2012 Ford Edge (V.I.N. 2FMDK4KC4CBA06537)

one (1) 2012 Ford Edge (V.I.N. 2FMDK3K94CBA09811)

one (1) 2012 Ford Escape (V.I.N. 1FMCU9E73CKB98685)

one (1) 2013 Ford Escape (V.I.N. 1FMCU9J95DUA69800)

one (1) 2012 Ford Escape (V.I.N. 1FMCU9D74CKB25519).

POINT I

Bankruptcy Code Section 362(d) provides that:

"On 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;
- (2) with respect to a stay of an act against property under subsection (a) of this section, if-
 - (A) the debtor does not have equity in such property; and
 - (B) such property is not necessary to an effective reorganization."

The Court has held that "the grounds for relief from stay are presented in subsections (1), (2) and (3) in the disjunctive; thus, if any one subsections applies, the Court must grant a motion for relief from automatic stay." In re Zeoli, 249 B. R. 61, 63 (Bankr. S.D.N.Y. 2000). There is a shift in the burden of proof for motion for relief from the automatic stay "for cause". [(See In re: Sonnax Indus., Inc., 907 F2d 1280,1285 (2d Cir., 1990)]. The movant bears the initial burden of proof, but once a prima facie case is

established, the debtor has the ultimate burden to show that cause does not exist. [See: In re: Burger Boys, Inc., 183 B.R. 682, 687 (Bankr. S.D.N.Y. 1994)].

The Debtor is not making payments on the collateral as required by the debt instrument. The Court has stated "[a] continued failure to make monthly payments under loan documents can constitute cause for granting relief from the automatic stay... Even when a slight equity cushion exists, this does not constitute adequate protection where post-petition interest is accruing, and the debtor is not able to pay expenses as they come due." In re Balco Equities Ltd., Inc., 312 B.R. 734, 749 (Bankr. S.D.N.Y. 2004). Therefore, because of the Debtor's failure to make payments, FMCC's security interest is not adequately protected constituting "cause" to terminate the automatic stay as it pertains to FMCC's interest.

The Court in, <u>In re Elmire Litho, Inc.</u>, held that "[a] secured creditor who seeks relief from the automatic stay under §362(d)(2) must demonstrate (1) the amount of its claim, (2) that its claim is secured by a valid, perfected lien in property of the estate, and (3) that the debtor lacks equity in the property." 17 B.R. 892, 900 (Bankr. S.D.N.Y. 1994). In the motion submitted in support of the request for relief, the movant has set forth the facts necessary to support movant's request for relief from the automatic stay.

WHEREFORE, Ford Motor Credit Company respectfully requests that the Motion be in all respects granted and that Ford Motor Credit Corporation LLC as agent for CAB East LLC be awarded such other and further relief as the court may deem just and proper.

Dated: Latham, New York January 7, 2014

SCHILLER & KNAPP, LLP Ford Motor Credit Company LLC as agent for CAB East LLC

By: /s/ Martin A. Mooney
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13-22840-rdd Doc 556-9 Filed 01/14/14 Entered 01/14/14 10:07:52 Proposed Order Pg 1 of 2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

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

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,

Debtors.

ORDER PURSUANT TO 11 U.S.C. SECTION 362(d) MODIFYING THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. SECTION 362(a)

UPON the Motion, dated January 7, 2014 (the "Motion") of Ford Motor Credit Company LLC as agent for CAB East LLC (with any subsequent successor or assign, the "Creditor"), for an order, pursuant to Section 362(d) of Title 11 of the United States Code ("the Bankruptcy Code") vacating the automatic stay imposed in the above captioned case by Section 362(a) of the Bankruptcy Code as to the Creditor's interests in the following:

one (1) 2012 Ford Escape (V.I.N. 1FMCU9EG5CKC22405)

one (1) 2012 Ford Edge (V.I.N. 2FMDK4KC4CBA06537)

one (1) 2012 Ford Edge (V.I.N. 2FMDK3K94CBA09811)

one (1) 2012 Ford Escape (V.I.N. 1FMCU9E73CKB98685)

one (1) 2013 Ford Escape (V.I.N. 1FMCU9J95DUA69800)

one (1) 2012 Ford Escape (V.I.N. 1FMCU9D74CKB25519)

(the "Property") to allow the Creditor's enforcement of its rights in, and remedies in and to, the Property; and due and proper notice of the Motion having been made on all necessary parties; and the Court having held a hearing (the "Hearing") on the Motion on February 3, 2014; and there being no opposition to the Motion; and upon all of the proceedings had before the Court; and due deliberation and sufficient cause appearing therefor; it is hereby

13-22840-rdd Doc 556-9 Filed 01/14/14 Entered 01/14/14 10:07:52 Proposed Order Pg 2 of 2

ORDERED, that the Motion is granted as provided herein; and it is further

ORDERED, that the automatic stay imposed in this case by Section 362(a) of the Bankruptcy Code is vacated under Section 362(d) of the Bankruptcy Code as to the Creditor's interests in the Property to allow the Creditor's enforcement of its rights in, and remedies in and to, the Property.

DATED: White Plains, New York

February ____, 2014

UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,

Debtors.

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

CERTIFICATE OF SERVICE

I, Georgia C. Visconti, certify that I am not less than eighteen (18) years of age; that service of the Notice of Motion and Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1) (and Exhibits) was made on January 14, 2013.

Mail Service: Regular, first-class United States mail, postage fully pre-paid, addressed to:

The Mount Vernon Hospital (Debtor) 12 North Seventh Avenue Mount Vernon, New York 10550

Sound Shore Medical Center of Westchester (Debtor) 16 Guion Place New Rochelle, NY 10802

Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Room 1006 New York, New York 10014

E-Mail Service: via e-mail notification to the following:

Burton S. Weston, Esq. Attorney for Debtors Garfunkel Wild, P.C. 111 Great Neck Road Great Neck, New York 11021 Angela Ferrante, Esq. Attorney for GCG, Inc. (Claims and Noticing Agent) 1985 Marcus Avenue, Suite 200 Lake Success, NY 11042

Mark I. Fishman, Esq. Attorney for Daniel T. McMurray (Patient Care Ombudsman) Neubert, Pepe & Monteith, P.C. 195 Chuch Street New Haven, CT 06510

Martin G. Bunin, Esq. and Craig Freeman, Esq. Attorneys for Official Committee of Unsecured Creditors (Creditor Committee) Alston & Bird LLP 90 Park Avenue New York, NY 10016

> /s/ Georgia C. Visconti Georgia C. Visconti

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