

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

Debtors.

HEARING DATE: February 3, 2014
HEARING TIME: 10:00 AM

**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

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

HEARING DATE: February 3, 2014
HEARING TIME: 10:00 AM

In Re:

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

Debtors.

**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)

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 protection, states the following as grounds therefor:

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.

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

MOTOR VEHICLE LEASE AGREEMENT DATE: 03/28/2012

1-800-727-7000

 www.fordcredit.com

LESSOR (and Co-Lessor) Name and Address (including Zip Code)
 SOUND SHORE MEDICAL CENTER OF WESTCHESTER
 16 GUION PL
 NEW ROCHELLE NY 10801
 WESTCHESTER COUNTY

LESSOR (Name and Address)
 SCARSDALE FORD INC.
 887 CENTRAL AVENUE
 SCARSDALE NY 10583

FINANCING COMPANY is **FORD MOTOR CREDIT**. The "Holder" is **CAB EAST LLC** and its assigns. By signing "You" (Lessor and Co-Lessor) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
 If your payment schedule is shown in Item 2(b), You entered into a "Lease-to-Purchase Payment Lease."

New/Used NEW **Mileage at Delivery** 10 **Year/Make/Model** 2012 ESCAPE LIMIT **Vehicle Identification Number** 1FMCU9E95CKC22405 **Vehicle Use** BUSINESS

You state that this Vehicle will be used primarily for: ☒ Personal, family or household use ☐ Agricultural, business or commercial use ☐ Other: _____

WARNING: Important consumer protections may not apply if this agreement indicates You are leasing the Vehicle primarily for agricultural, business or commercial use.

1. Amount Due At Lease Signing or Delivery (Itemized Below):

(a) Monthly Payments
 Your first monthly payment of \$ 429.98 is due on 03/28/2012, followed by 35 payments of \$ 429.98 due on the 22 day of each month. The total of Your monthly payments is \$ 15479.28.

(b) Advance Payment
 Your Payment of \$ NA is due on NA.

2. Other Charges (not part of Your monthly payment)
 Disposition fee (if You do not purchase the Vehicle) \$ NA

3. Total of Payments (The amount You will have paid by the end of the lease)
 Total \$ NA \$ 18876.78

4. Amount Due At Lease Signing or Delivery:

a. Capitalized cost reduction \$ 3300.00
b. First monthly payment \$ 429.98
c. Advance payment NA
d. Refundable security deposit NA
e. Title fees 10.00
f. Registration fees NA
g. Acquisition fee NA
h. DOCUMENT/TITLE 75.00
i. NYS WASTE FEE 12.50
m. Total \$ 3827.48

5. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance \$ 3800.00
b. Rebates and noncash credits 3800.00
c. Amount to be paid in cash 397.50
FIRST MONTHLY PAYMENT 429.98

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 32055.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance). \$ 32660.00
 (Itemized below - Item 15) **

b. Capitalized cost reduction. The amount of any net trade-in allowance, rebates, noncash credit, or cash that You pay that reduces the gross capitalized cost. \$ 3300.00

c. Adjusted capitalized cost. The amount used in calculating Your base payment. \$ 29360.00

d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment. \$ 15313.00

e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term. \$ 14046.00

f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts. \$ 1433.00

g. Total of lease payments. The depreciation and any amortized amounts plus the rent charge. \$ 15479.28

h. Lease payments. The number of payments in Your lease. 36

i. Base payment. \$ 429.98

j. Sales / Use tax NA

k. Total payment. \$ 429.98

l. Lease term in months. 36

8. Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

9. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$250 per mile for each mile in excess of 75000 miles shown on the odometer. See Items 23 and 25 on back and the Wear-Care Addendum, if any, attached to this lease for additional excess wear and use terms.

10. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0.00 per unused mile for the number of unused miles between 50000 and 75000 miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercises any purchase option, are in default or the credit is less than \$1.00.

11. Purchase Option at End of Lease Term. \$15313.00 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

12. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, title and default charges, insurance, and any security interests, if applicable.

13. STATE DISCLOSURES The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, allocated above. GROSS CAPITALIZED COST is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION. The GROSS CAPITALIZED COST and the amount of the rental payment may be negotiable. ADJUSTED CAPITALIZED COST is the amount which is capitalized in connection with the lease and is used in determining the amount of your periodic payments. This amount will be used in determining your early termination liability. The ADJUSTED CAPITALIZED COST may be used to complete the early termination provisions of competing lessors.

14. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:
☐ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance \$ NA (Premium) (insured(i))
 (Insurance Company)

b. Credit Disability Insurance \$ NA (Premium) (insured(j))
 (Insurance Company)

16. OFFICIAL FEES AND TAXES \$ 97.50
 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether indicated with Your monthly payments or assessed otherwise. The actual total at less and taxes may be higher or lower depending on the fees in effect or the value of the leased property at the time a fee or tax is assessed.

17. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. The insurance must be accessible to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and underliability insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$25,000 for any one person and \$50,000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back)

THIS LEASE DOES NOT CONTAIN PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

18. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

19. LESSOR SERVICES NA (See Item 22 on back)

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$32055.00	\$ NA	\$ NA	\$ NA	\$ NA	\$ 535.00	\$ NA
Total Gross Capitalized Cost						\$ 32660.00

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessor: SOUND SHORE MEDICAL CENTER OF WESTCHESTER INC. By: [Signature] Title: CEO/CEO

Co-Lessor: By: [Signature] Title: [Signature]

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE LESSEE: 1. Do not sign this agreement before You read it or if it contains any blank space.
 2. You are entitled to a completely filled-in copy of this agreement when You sign it.

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

MOTOR VEHICLE LEASE AGREEMENT

Lessor: SOUND SHORE MEDICAL CENTER OF WESTCHESTER INC. By: [Signature] Title: CEO/CEO

Co-Lessor: By: [Signature] Title: [Signature]

Lessor and Lessee are hereby notified that Holder has assigned to OH Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: SCARSDALE FORD INC. By: [Signature] Title: [Signature]

FC 19031-P JUL 11
 FC 19031-A-PP
 Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS
 ORIGINAL

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

[illegible]

CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

001109

NEW YORK STATE								www.dmv.ny.gov
Title and Identification No.		Year	Make	Model Code	Body/Hull	* * LIENS * *		
1FMCU9EG5CKC22405		2012	FORD	ECP	SUBN	Document No.		
1FMCU9EG5CKC22405						772226X		
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued		
GY	3441	GAS	6	NEW	VEHICLE	4/24/12		
Name and Address of Owner(s)				ODOMETER READING:		00010		
CAB EAST LLC				ACTUAL MILEAGE		00010		
PO BOX 105704								
ATLANTA GA 30348								
<p>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.</p>								
Lienholder				Lienholder				
HTD LEASING LLC				01				
PO BOX 105704				* ONE LIEN RECORDED *				
ATLANTA GA 30348								
Lienholder				Lienholder				
* ONE LIEN RECORDED *				* ONE LIEN RECORDED *				

DEPARTMENT OF MOTOR VEHICLES

MV-999 (1/11)

1-800-727-7000 LESSEE (and Co-Lessee) Name and Address (including City and Zip Code) Lessor (Name and Address)

Ford **FordCredit** **www.fordcredit.com** **SOUND SHORE MEDICAL CENTER OF WESTCHES** **15 SUICH PLACE** **NEW ROCHELLE NY 10801** **WESTCHESTER COUNTY** **SCARSDALE FORD INC.** **887 CENTRAL AVENUE** **SCARSDALE NY 10583**

"Finance Company" **FORD MOTOR CREDIT** The "Holder" is **CAR EAST LLC** and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in item 2(a), You entered into a "Monthly Payment Lease." If Your payment schedule is shown in item 2(b), You entered into an "Advance Payment Lease."

Year/Make	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	521	FORD	2FMDK4KC80D6537	COMM

You state that this Vehicle will be used primarily for: ☐ Personal, family or household use ☒ Agricultural, business or commercial use ☐ Initial 12 Months ☐ Co-Lessee

WARNING: Important consumer protections may not apply. This agreement indicates You are leasing the Vehicle primarily for agricultural, business or commercial use.

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments (a) Monthly Payments	3. Other Charges (not part of Your monthly payment)	4. Total of Payments (The amount You will have paid by the end of the lease)
	Your first monthly payment of \$ <u>466.55</u> is due on <u>03/02/2012</u> , followed by <u>35</u> payments of \$ <u>466.55</u> due on the <u>2</u> day of each month. The total of Your monthly payments is \$ <u>17515.00</u> .	Disposition fee (if You do not purchase the Vehicle) \$ <u>NA</u>	
	(b) Advance Payment Your Payment of \$ <u>NA</u> is due on <u>NA</u> The total of Your payment is \$ <u>NA</u>		
\$ <u>3084.05</u>		Total \$ <u>NA</u>	\$ <u>20113.30</u>

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	b. First monthly payment	c. Advance payment	d. Refundable security deposit	e. Title fees	f. Registration fees	g. Acquisition fee	h. Document/ADMIN	i. WASTE-TIRE	m. Total
\$ <u>2500.00</u>	\$ <u>466.55</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>10.00</u>	\$ <u>NA</u>	\$ <u>75.00</u>	\$ <u>12.50</u>	\$ <u>3084.05</u>

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	b. Rebates and non-cash credits	c. Amount to be paid in cash	d. FIRST MONTHLY PAYMENT
\$ <u>0.00</u>	\$ <u>2500.00</u>	\$ <u>52.50</u>	\$ <u>466.55</u>

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>42102.26</u>) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash that You pay that reduces the gross capitalized cost.	c. Adjusted capitalized cost. The amount used in calculating Your base payment.	d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment.	e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term.	f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	g. Total of lease payments. The depreciation and any amortized amounts plus the rent charge.	h. Lease payments. The number of payments in Your lease.	i. Base payment.	j. Sales / Use tax	k. Total payment	n. Lease term in months.
\$ <u>42697.26</u>	\$ <u>2500.00</u>	\$ <u>40197.26</u>	\$ <u>24651.20</u>	\$ <u>15346.06</u>	\$ <u>1963.74</u>	\$ <u>17515.00</u>	\$ <u>36</u>	\$ <u>466.55</u>	\$ <u>NA</u>	\$ <u>466.55</u>	\$ <u>36</u>

8. Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You and the lease, the greater this charge is likely to be.

9. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.20 per mile for each mile in excess of 45501 miles shown on the odometer. See Items 23 and 29 on back and the Wear-Care Addendum, if any, attached to this lease for additional excess wear and use terms.

10. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0.20 per unused mile for the number of unused miles between 45501 and 45501 miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is damaged, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

11. Purchase Option at End of Lease Term. \$ 24651.20 plus official fee and taxes, and a reasonable documentary fee if allowed by law, is Your lease and purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

12. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, title and debt charges, insurance, and any security interests, if applicable.

13. STATE DISCLOSURES. The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, disclosed above. GROSS CAPITALIZED COST is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION. The GROSS CAPITALIZED COST and the amount of the rental payment may be negotiable. ADJUSTED CAPITALIZED COST is the amount which is capitalized in connection with the lease and is used in determining the amount of your periodic payments. This amount will be used in determining your early termination liability. The ADJUSTED CAPITALIZED COST may be used to compare the early termination provisions of competing leases.

14. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

15. OFFICIAL FEES AND TAXES \$ 52.50

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax laws in effect on the date of the leased property at the time a fee or tax is assessed.

16. VEHICLE INSURANCE MINIMUMS. You must insure the Vehicle during the lease. The insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$25,000 for any one person and \$50,000 for any one accident, and \$1,000,000 for property damage. You will use the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back).

17. LATE PAYMENTS. You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

18. LESSOR SERVICES \$ NA

(See Item 22 on back)

19. Heterization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Tax and Other Applicable Taxes	Title Fees	Licenses and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ <u>42102.26</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>595.00</u>	\$ <u>NA</u>
\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
						Total Gross Capitalized Cost
						\$ <u>42697.26</u>

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: SOUND SHORE MEDICAL CENTER OF WESTCHES INC. By: [Signature] Title: Pres

Co-Lessee: By: X Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE LESSEE: 1. Do not sign this agreement before You read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this agreement when You sign it.

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

MOTOR VEHICLE LEASE AGREEMENT

Lessee: SOUND SHORE MEDICAL CENTER OF WESTCHES INC. By: [Signature] Title: Pres

Co-Lessee: By: X Title:

Lessor and Lessee are hereby notified that Holder has assigned to GE Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor assigns this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: SCARSDALE FORD INC. By: [Signature] Title:

FC 18031-P JUL 11
FC 18031-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ORIGINAL


PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

[illegible]

CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

000912

NEW YORK STATE								www.dmv.ny.gov
		Title and Identification No.		Year	Make	Model Code	Body/Hull	* * LIENS * *
		2FMDK4KC4CBA06537		2012	FORD	EDG	SUBN	Document No.
		2FMDK4KC4CBA06537						764467X
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued		
GY	4113	GAS	6	NEW	VEHICLE	4/03/12		
Name and Address of Owner(s)				ODOMETER READING:		00521		
CAB EAST LLC				ACTUAL MILEAGE		00521		
PO BOX 105704								
ATLANTA GA 30348								
<p>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.</p>								
Lienholder				Lienholder				
HTD LEASING LLC				01				
PO BOX 105704				* ONE LIEN RECORDED *				
ATLANTA GA 30348								
Lienholder				Lienholder				
* ONE LIEN RECORDED *				* ONE LIEN RECORDED *				

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES

MOTOR VEHICLE LEASE AGREEMENT DATE 04/05/2012

1-800-727-7000 LESSEE (and Co-Lessee) Name and Address (including County and Zip Code) LESSOR (Name and Address)

Ford **SCARSDALE FORD INC.**
FordCredit **SOUNDHORE MEDICAL CENTER OF WESTCHESTER**
www.fordcredit.com **16 GUION PL.** **887 CENTRAL AVENUE**
NEW ROCHELLE NY 10801 **SCARSDALE NY 10583**

FORD MOTOR CREDIT The "Holder" is **CAR EAST LLC** and its assigns.
 "Finance Company" is **CAR EAST LLC**. By signing "Your" (Lessor and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
 If your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used Mileage at Delivery Year/Make/Model Vehicle Identification Number Vehicle Use

NEW 147 2012 EDGE LIMITED 2FMDK3H9ACB09811 BUSINESS

You state that this Vehicle will be used primarily for: ☒ Personal, family or household use ☐ Agricultural, business or commercial use Initial: NA Lessor: NA Co-Lessee: NA

WARNING: Important consumer protection notices may not apply if this agreement indicates You are leasing the Vehicle primarily for agricultural, business or commercial use.

1. Amount Due At Lease Signing or Delivery (Itemized below) * 2. Payments (a) Monthly Payments Your first monthly payment is \$ 573.97 followed by payments of \$ 573.97 due on the 15th day of each month. Total of Your monthly payments is \$ 23760.42. (b) Advance Payment Your Payment of \$ NA is due on NA. The total of Your payment is \$ NA. 3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ NA. 4. Total of Payments (The amount You will have paid by the end of the lease) \$ 23760.42.

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction \$ 3900.00 a. Net trade-in allowance \$ 3900.00
 b. First monthly payment \$ 573.97 b. Rebates and noncash credits \$ 77.50
 c. Advance payment \$ NA c. FIRST MONTHLY PAYMENT \$ 573.97
 d. Refundable security deposit \$ NA
 e. Title fees \$ 10.00
 f. Registration fees \$ NA
 g. Acquisition fee \$ NA
 h. NA
 i. NA
 j. DOCUMENT/TURNIN \$ 75.00
 k. NYS WHITE TIRE \$ 12.50
 l. NA
 m. NA
 Total \$ 3671.47 Total \$ 3671.47

6. How the Amount Due At Lease Signing or Delivery will be paid:

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 3900.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balances). \$ 40195.00
 (Itemized below - Item 10) **
 b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost. \$ 3900.00
 c. Adjusted capitalized cost. The amount used in calculating Your base payment. \$ 37195.00
 d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment. \$ 18217.50
 e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term. \$ 18977.50
 f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts. \$ 1863.42
 g. Total of base payments. The depreciation and any amortized amounts plus the rent charge. \$ 20662.92
 h. Lease payments. The number of payments in Your lease. \$ 36
 i. Base payment. \$ 573.97
 j. Sales / Use tax. \$ NA
 k. \$ NA
 l. \$ NA
 m. Total payment. \$ 573.97
 n. Lease term in months. \$ 36

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$ 50.00 per mile for each mile in excess of 75147 miles shown on the odometer. See Items 23 and 29 on back and the Wear-Care Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$ 50.00 per unused mile for the number of unused miles between 50000 and 75147 miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, or are in default on the credit is less than \$10.00.

10. Purchase Option at End of Lease Term. \$ 18217.50 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease and purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. STATE DISCLOSURES. The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, disclosed above. GROSS CAPITALIZED COST is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION. The GROSS CAPITALIZED COST and the amount of the rental payment may be negotiable. ADJUSTED CAPITALIZED COST is the amount which is capitalized in connection with the lease and is used in determining the amount of your periodic payment. This amount will be used in determining your early termination liability. The ADJUSTED CAPITALIZED COST may be used to compare the early termination provisions of competing lessors.

13. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:
☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.
☐ _____

14. OFFICIAL FEES AND TAXES \$ 97.50
 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether indicated with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

15. VEHICLE INSURANCE MINIMUMS. You must insure the Vehicle during the lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$ 25,000 for any one person and \$ 50,000 for property damage. You will also be required to obtain and maintain the minimum insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 28 on back).

THIS LEASE DOES NOT CONTAIN PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

16. OPTIONAL INSURANCE. These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit \$ NA (Initial Coverage) \$ NA (Premium) (Insured(s))
 Life Insurance (Insurance Company)
 Lessor: X Co-Lessee: X

b. Credit \$ NA (Monthly Coverage) \$ NA (Premium) (Insured(s))
 Disability Insurance (Insurance Company)
 Lessor: X Co-Lessee: X

17. LATE PAYMENTS. You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

18. LESSOR SERVICES NA
 (See Item 22 on back) NA

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ <u>3900.00</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>595.00</u>	\$ <u>NA</u>
\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
						Total Gross Capitalized Cost
						\$ <u>40195.00</u>

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the leasing of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessor: **SOUNDHORE MEDICAL CENTER OF WESTCHESTER** By: [Signature] Title: President/CEO

Co-Lessor: By: X Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE LESSEE: 1. Do not sign this agreement before You read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this agreement when You sign it.

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

MOTOR VEHICLE LEASE AGREEMENT

Lessor: **SOUNDHORE MEDICAL CENTER OF WESTCHESTER** By: [Signature] Title: President/CEO

Co-Lessor: By: X Title: _____

Lessor and Lessee are hereby notified that Holder has assigned to OH Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: **SCARSDALE FORD INC.** By: [Signature] Title: _____

FC 18031-P JUL 11
 FC 18031-APP
 Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ORIGINAL

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

FC 19031-P JUL 10
FC 19031-APP
Previous editions may NOT be used.

CAB EAST LLC
POB105704
ATLANTA

GA 30348

000738

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov



Title and Identification No.

2FMDK3K94CBA09811
2FMDK3K94CBA09811

Year

2012

Make

FORD

Model Code

EDG

Body/Hull

SUBN

*** * LIENS * ***

Document No.

686490B

Color

GY

Wt./Sts./Lgth

3890

Fuel

GAS

Cyl./Prop.

4

New or Used

NEW

Type of Title

VEHICLE

Date Issued

5/15/12

Name and Address of Owner(s)

CAB EAST LLC
POB105704
ATLANTA GA

ODOMETER READING:

00147

ACTUAL MILEAGE

00147

30348

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

HTL LEASING LLC
PO BOX 105704
ATLANTA

GA 30348

Lienholder

01

*** ONE LIEN RECORDED ***

Lienholder

*** ONE LIEN RECORDED ***

Lienholder

*** ONE LIEN RECORDED ***

NY-999 (1/11)


DEPARTMENT OF MOTOR VEHICLES

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

001115


NEW YORK STATE								www.dmv.ny.gov
								
Title and Identification No.		Year	Make	Model Code	Body/Hull	* * LIENS * *		
1FMCU9E73CKB98685		2012	FORD	ECP	SUBN	Document No.		
1FMCU9E73CKB98685						4420250		
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued		
GY	3331	GAS	4	NEW	VEHICLE	4/24/12		
Name and Address of Owner(s)			ODOMETER READING:		00010			
CAB EAST LLC			ACTUAL MILEAGE		00010			
PO BOX 105704								
ATLANTA GA 30348								
<p>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.</p>								
Lienholder				Lienholder				
HTD LEASING LLC				01				
PO BOX 105704				* ONE LIEN RECORDED *				
ATLANTA GA 30348								
Lienholder				Lienholder				
* ONE LIEN RECORDED *				* ONE LIEN RECORDED *				
MV-999 (1/11)								
DEPARTMENT OF MOTOR VEHICLES								

FC 19031-P JUL 10
FC 19031-APP
Previous editions may NOT be used

CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

000792

NEW YORK STATE							www.dmv.ny.gov
							* * LIENS * *
Title and Identification No.		Year	Make	Model Code	Body/Hull	Document No	
1FMCU9J95DUA69800		2013	FORD	ECP	SUBN	181217T	
1FMCU9J95DUA69800							
Color	Wt /Sts /Lgth	Fuel	Cyl /Prop.	New or Used	Type of Title	Date Issued	
GY	3674	GAS	4	NEW	VEHICLE	9/18/12	
Name and Address of Owner(s)			ODOMETER READING:		00010		
CAB EAST LLC			ACTUAL MILEAGE		00010		
PO BOX 105704							
ATLANTA GA 30348							
<p>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.</p>							
Lienholder			Lienholder				
HTD LEASING LLC			01				
PO BOX 105704					* ONE LIEN RECORDED *		
ATLANTA GA 30348							
Lienholder			Lienholder				
* ONE LIEN RECORDED *			* ONE LIEN RECORDED *				

DEPARTMENT OF MOTOR VEHICLES

MV-999 (1.11)

EXHIBIT "F"

1-800-727-7000 LESSEE (and Co-Lessee) Name and Address (including Zip Code) LESSOR (Name and Address) and Zip Code

Ford
FordCredit
www.fordcredit.com

THE MOUNT VERNON HOSPITAL
12 N SEVENTH AVE
MOUNT VERNON NY 10559
WESTCHESTER COUNTY

SCARSDALE FORD INC.
887 CENTRAL AVENUE
SCARSDALE NY 10583

DATE 01/23/2012

Page 1 of 3

"Finance Company" FORD MOTOR CREDIT. The "Holder" ICAB EAST LLC and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Vehicle Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 20, You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 20, You entered into a "Lease-to-Purchase Payment Lease."

New/Used Mileage at Delivery Year/Make/Model Vehicle Identification Number Vehicle Use

NEW 2005 FORD 2012 ESCAPE XL 1FMCU3D7ACKB25519 BUSINESS

You state that this Vehicle will be used primarily for: ☒ Personal, family or household use ☐ Agricultural, business or commercial use Initial: Shaw Lessee: Co-Lessee

WARNING: Important consumer protections may not apply if this agreement indicates You are leasing the Vehicle primarily for agricultural, business or commercial use.

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

2. Payments (a) Monthly Payments Your first monthly payment of \$ NA is due on NA, followed by NA payments of \$ NA due on the NA day of each month. The total of Your monthly payments is \$ NA. (b) Advance Payment Your Payment of \$ 1259.52 is due on 01/23/2012. The total of Your payment is \$ 1259.52.

3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ NA NA Total \$ NA

4. Total of Payments (The amount You will have paid by the end of the lease) \$ 1259.52

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction \$ NA

b. First monthly payment \$ 342.32

c. Advance payment \$ 1259.52

d. Refundable security deposit \$ NA

e. Title fees \$ NA

f. Registration fees \$ 10.00

g. Acquisition fee \$ 695.00

h. NA

i. NA

j. NA

k. DOCUMENT/ADMIN \$ 75.00

l. WASTE TIRE \$ 12.50

m. NA

Total \$ 1259.52

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance \$ 0.00

b. Rebates and noncash credits \$ NA

c. Amount to be paid in cash \$ 1259.52

d. FIRST MONTHLY PAYMENT \$ 342.32

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 27331.05) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance). \$ 27331.05

b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost. \$ NA

c. Adjusted capitalized cost. The amount used in calculating Your base payment. \$ 27331.05

d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment. \$ 15070.55

e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term. \$ 12260.50

f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts. \$ 39.02

g. Total of base payments. The depreciation and any amortized amounts plus the rent charge. \$ 12359.52

h. Lease payments. The number of payments in Your lease. \$ 1

i. Base payment. \$ 12359.52

j. Sales / Use tax \$ NA

k. NA

l. NA

m. Total payment \$ 12359.52

n. Lease term in months \$ 36

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.00 per mile for each mile in excess of 45,000 miles shown on the odometer. See Items 23 and 29 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0.00 per unused mile for the number of unused miles between NA and NA miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term. \$ 15070.55 - Plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease and purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. STATE DISCLOSURES The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, disclosed above. GROSS CAPITALIZED COST is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION. THE GROSS CAPITALIZED COST and the amount of the total payment may be negotiable. ADJUSTED CAPITALIZED COST is the amount which is capitalized in connection with the lease and is used in determining the amount of your periodic payment. This amount will be used in determining your early termination liability. The ADJUSTED CAPITALIZED COST may be used to compare the early termination provisions of competing lessors.

13. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below: ☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

14. OFFICIAL FEES AND TAXES \$ 96.50 The estimated total amount You will pay for official fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed separately. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a tax or fee is assessed.

15. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; (c) automobile liability insurance with minimum limits for bodily injury or death of \$25,000 for any one person and \$50,000 for any two persons; and (d) property damage. You will let the Holder see additional policy and loss payable under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back.) THIS LEASE DOES NOT CONTAIN PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

16. OPTIONAL INSURANCE Those coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit \$ NA Life Insurance (Initial Coverage) \$ NA (Premium) (Insurance Company)

b. Credit \$ NA Life Insurance (Rider Coverage) \$ NA (Premium) (Insurance Company)

17. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

18. LESSOR SERVICES \$ NA (See Item 22 on back) \$ NA

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ 27331.05	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA
\$ NA	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA
Total Gross Capitalized Cost						\$ 27331.05

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: THE MOUNT VERNON HOSPITAL By: X Shaw Title: S-V.P.

Co-Lessee: NA By: X Title: NA

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE LESSEE: 1. Do not sign this agreement before You read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this agreement when You sign it.

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

MOTOR VEHICLE LEASE AGREEMENT

Lessee: THE MOUNT VERNON HOSPITAL By: X Shaw Title: S-V.P.

Co-Lessee: NA By: X Title: NA

Lessor and Lessee are hereby notified that Holder has assigned to OI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: SCARSDALE FORD INC. By: X Title: NA

FC 10031-P JUL 11 SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

FC 10031-APP Previous editions may NOT be used. ORIGINAL

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

FC 19031-P JUL 10
FC 19031-APP
Previous editions may NOT be used

CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

000942

NEW YORK STATE

www.dmv.ny.gov



Title and Identification No.

1FMCU9D74CKE25519
1FMCU9D74CKB25519

Year

2012

Make

FORD

Model Code

ECP

Body/Hull

SUBN

* * LIENS * *

Document No.

746691I

Color

GY

Wt./Sts./Lgth.

3331

Fuel

GAS

Cyl./Prop

4

New or Used

NEW

Type of Title

VEHICLE

Date Issued

2/28/12

Name and Address of Owner(s)

CAB EAST LLC
PO BOX 105704
ATLANTA GA

ODOMETER READING:

00225

ACTUAL MILEAGE

00225

VOID IF ALTERED

VOID IF ALTERED

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

Lienholder

HTD LEASING LLC
PO BOX 105704
ATLANTA

GA 30348

01

* ONE LIEN RECORDED *

Lienholder

Lienholder

* ONE LIEN RECORDED *

* ONE LIEN RECORDED *

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

AFFIDAVIT OF FACT

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

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

Debtors.

STATE OF MICHIGAN)
COUNTY OF WAYNE)

) ss.:

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:

- 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
Danielle Walker

Sworn to before me this 8
day of January, 2014.

Melody L. Pedini
Notary Public-State of Michigan

"Hating in the County of Wayne."
Melody L. Pedini
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: Sonnox 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, In re Elmire Litho, Inc., 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
Martin A. Mooney, Esq.
SCHILLER & KNAPP, LLP
950 New Loudon Road, Suite 109
Latham, New York 12110-2100
Tel. (518) 786-9069
mmooney@schillerknapp.com

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)

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

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

: