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

-----X  
In re:

SOUND SHORE MEDICAL CENTER OF  
WESTCHESTER, et al.

Chapter 11  
Case No. 13-\_\_\_\_\_ (\_\_\_\_)

Debtors.

(Joint Administration Pending)  
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**APPLICATION FOR AN ORDER APPOINTING GCG, INC. AS CLAIMS AND  
NOTICING AGENT FOR THE DEBTORS PURSUANT TO 28 U.S.C. § 156(c),  
11 U.S.C. § 105(a), S.D.N.Y. LBR 5075-1 AND GENERAL ORDER M-409  
NUNC PRO TUNC TO THE PETITION DATE**

Sound Shore Medical Center of Westchester ("SSMC") and certain of its affiliates, as Chapter 11 debtors and debtors in possession (each a "Debtor" and collectively, the "Debtors"), in the above referenced Chapter 11 cases (the "Chapter 11 Cases"), hereby move (the "Motion")<sup>1</sup>, hereby move for entry of an order, substantially in the form of Exhibit C attached hereto (the "Retention Order") pursuant to section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), appointing GCG, Inc. ("GCG") as claims and noticing agent ("Claims and Noticing Agent") in the Debtors' Chapter 11 cases (the "Section 156(c) Application")

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

*nunc pro tunc* to the Petition Date (as defined below). In support of the Section 156(c) Application, the Debtors respectfully represent as follows:

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this District under 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

2. On the date hereof (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors have requested that the Chapter 11 Cases be jointly administered for procedural purposes only.

3. The Debtors remain in possession of their assets and continue to manage their business as a debtor-in-possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee, examiner or committee of creditors has yet been appointed in these cases.

4. Information pertaining to the Debtors' businesses, capital structure and the circumstances leading to the commencement of the Chapter 11 Cases is set forth in the Affidavit of John Spicer. Pursuant to Local Rule 1007-2 and in Support of First Day Motions (the "**Spicer Affidavit**").

### **REQUEST FOR RETENTION OF AGENT**

5. This Section 156(c) Application is made pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, S.D.N.Y. LBR 5075-1 and General Order M-409 for an order appointing GCG to act as Claims and Noticing Agent *nunc pro tunc* to the Petition Date in order

to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors' Chapter 11 cases. The Debtors' selection of GCG to act as Claims and Noticing Agent has satisfied the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, in that the Debtors have obtained and reviewed engagement proposals from at least two (2) other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Claims and Noticing Agent's rates are competitive and reasonable given Claims and Noticing Agent's quality of services and expertise. The terms of retention are set forth in the Administration Agreement attached hereto as Exhibit A (the "**Administration Agreement**"); provided, however, that Claims and Noticing Agent is seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the proposed Retention Order attached hereto.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess 3,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors.

7. GCG has acted as the claims and noticing agent in numerous cases of comparable size, currently pending before the Court for this District including: In re Patriot Coal Corporation, et al., Case No. 12-12900 (SCC) (Bankr. S.D.N.Y. July 9, 2012); In re AMR Corporation, Case No. 11-15643 (SL) (Bankr. S.D.N.Y. January 6, 2012); In re General Maritime Corporation, et al., Case No. 11-15284 (MG) (Bankr. S.D.N.Y. Nov. 187, 2011); In re MF Global Holdings Ltd., et al., Case No. 11-15059 (MG) (Bankr. S.D.N.Y. Oct. 31, 2011); In

re Borders Group, Inc., et al., Case No. 11-10614 (MG) (Bankr.S.D.N.Y. Feb. 16, 2011); In re Partsearch Technologies, Inc., Case No. 11-10282 (MG) (Bankr. S.D.N.Y. Jan. 25, 2011); In re Boston Generating, LLC, Case No. 10-14419 (SCC) (Bankr. S.D.N.Y. Aug. 18, 2010); In re Motors Liquidation Company, et al., Case No. 09-50026 (REG) (Bankr. S.D.N.Y. June 2, 2009).<sup>2</sup>

8. By appointing GCG, Inc. as the Claims and Noticing Agent in these Chapter 11 cases, the distribution of notices and the processing of claims will be expedited, and the Clerk's office will be relieved of the administrative burden of processing what may be an overwhelming number of claims. In support of this Section 156(c) Application, the Debtors submit the Claims and Noticing Agent's declaration, attached hereto as Exhibit B (the "**Ferrante 156(c) Declaration**").

9. This Section 156(c) Application pertains only to the work to be performed by Claims and Noticing Agent under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and S.D.N.Y. LBR 5075-1, and any work to be performed by Claims and Noticing Agent outside of this scope is not covered by this Section 156(c) Application or by any order granting approval hereof. Specifically, Claims and Noticing Agent will perform the following tasks in its role as claims and noticing agent (the "**Claims and Noticing Services**"), as well as all quality control relating thereto:

(a) Prepare and serve required notices and documents in the Chapter 11 cases in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of the

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<sup>2</sup> Because of the voluminous nature of the cases referenced herein, orders granting GCG, Inc.'s retention are not attached to the Section 156(c) Application. Copies of such orders, however, are available on request of the Debtors' proposed counsel.

Chapter 11 cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 cases.

(b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, the "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;

(c) Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;

(d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

(f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

(g) Process all proofs of claim received, including those received by the Clerk's office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;

(h) Maintain the official claims register for each Debtor (the "**Claims Registers**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted

classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (vi) the applicable Debtor, and (vii) any disposition of the claim;

(i) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

(j) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

(k) Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to the offices of Claims and Noticing Agent, not less than weekly;

(l) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);

(m) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed, and make necessary notations on and/or changes to the Claims Registers;

(n) Assist in the dissemination of information to the public, and respond to requests for administrative information regarding the chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

(o) If the chapter 11 cases are converted to chapter 7, contact the Clerk's office within three (3) days of the notice to Claims and Noticing Agent of entry of the order converting the Chapter 11 cases;

(p) Thirty (30) days prior to the close of these Chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing the Claims and Noticing Agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these Chapter 11 cases;

(q) Within seven (7) days of notice to Claims and Noticing Agent of entry of an order closing the Chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the Chapter 11 cases;

(r) At the close of these Chapter 11 cases, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's office; and

(s) Provide such other related claims and noticing services as the Debtors may require in connection with these Chapter 11 cases.

10. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by Claims and Noticing Agent.

11. Claims and Noticing Agent shall not employ any past or present employee of the Debtors for work that involves the Debtors' Chapter 11 cases.

12. The Debtors respectfully request that the undisputed fees and expenses incurred by Claims and Noticing Agent in the performance of the above Claims and Noticing Services be treated as administrative expenses of the Debtors' Chapter 11 estates pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to, or order of, the Court. Claims and Noticing Agent agrees to maintain records of all Claims and Noticing Services, including showing dates, categories of Claims and Noticing Services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Administration Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

13. Prior to the Petition Date the Debtors provided Claims and Noticing Agent a retainer in the amount of \$30,000.00. Claims and Noticing Agent seeks to first apply the retainer to all prepetition invoices, and thereafter to apply the retainer against the last bill issued to the

Debtors for postpetition Claims and Noticing Services rendered under the Administration Agreement.

14. In connection with its retention as claims and noticing agent, Claims and Noticing Agent represents in the Ferrante 156(c) Declaration, among other things, that:

(a) Claims and Noticing Agent will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in the Chapter 11 cases;

(b) By accepting employment in the Chapter 11 cases, Claims and Noticing Agent waives any rights to receive compensation from the United States government in connection with the Debtors' Chapter 11 cases;

(c) In its capacity as the claims and noticing agent in the Chapter 11 cases, Claims and Noticing Agent will not be an agent of the United States and will not act on behalf of the United States; and

(d) It is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

15. To the extent that there is any inconsistency between this Section 156(c) Application, the Retention Order and the Administration Agreement, the Retention Order shall govern.

16. This Section 156(c) Application complies with the *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)* and conforms to the standard section 156(c) application in use in this Court. The Debtors have provided copies of this Section 156(c) Application to the Clerk of Court and (a) United States Trustee; (b) the Debtors' material prepetition and postpetition secured lenders or any agent therefore; (c) the holders of the 30 largest unsecured claims on a consolidated basis; (d) the following state and local taxing and regulatory authorities: (i) the Centers for Medicare and Medicaid Services, (ii) the New York

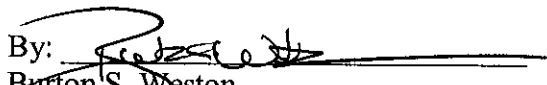


State Department of Health ("DOH"), (iii) the United States Attorney for the Southern District of New York, (iv) the Attorney General of the State of New York; (v) the Westchester County Attorney; (vi) the New Rochelle City Attorney, (vii) the Internal Revenue Service; (viii) the New York State Department of Taxation and Finance; (e) counsel to MMC; (f) the United States Department of Justice, Commercial Litigation, P.O. Box 875, Ben Franklin Station, Washington, D.C. 20003; (g) the United States Department of Health and Human Services, 26 Federal Plaza, Room 3336, Federal Building, New York, New York 10278 and (h) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002.. Inasmuch as no trustee or examiner has been appointed in these cases, the Debtors submit that no further notice need be given.

WHEREFORE, the Debtors request entry of the Retention Order, in the form attached hereto as Exhibit C, authorizing GCG, Inc. to act as claims and noticing agent for the maintenance and processing of claims and the distribution of notices.

Dated: May 28, 2013  
Great Neck, New York

GARFUNKEL WILD, P.C.

By:   
Burton S. Weston  
Afsheen A. Shah

111 Great Neck Road  
Great Neck, New York 11021  
Telephone: (516) 393-2200  
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*Proposed Attorneys for Debtors  
and Debtors in Possession*

**Exhibit A**  
**Administration Agreement**

## BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of April 17, 2013 between GCG, Inc., a Delaware corporation (the "Company"), and Sound Shore Health System, Inc., Sound Shore Medical Center of Westchester, The Mount Vernon Hospital, Howe Avenue Nursing Home, Inc. d/b/a Helen and Michael Schaffer Extended Care Center, NRHMC Services Corporation, and The M.V.H. Corporation (collectively, the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing, solicitation and other administrative services for the Clients in their chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1. Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients and is attached hereto as Exhibit A, after taking into account additional agreed upon discounts (subject to Bankruptcy Court approval in the event of an unresolved dispute). In some instances, these fees include commissions and/or markups. Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. The Company will provide notice to the Clients in advance of any adjustments to billing rates. Clients and the Company intend that all fees and expenses incurred in connection with Services rendered by the Company pre-petition be paid in advance of, or contemporaneously with the rendering of such Services. Clients agree to pay the Company a retainer of \$30,000 (which may be replenished from time to time), to be applied as follows: (a) first against the contemporaneous and subsequent fees and expenses incurred by the Clients in connection with Services rendered by the Company pre-petition; and (b) with respect to the portion of the retainer that remains outstanding, if any, after the petitions are filed, first against any outstanding pre-petition fees and expenses incurred by the Clients in connection with the Services, and then against the final bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with the Services.

2.2. Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor. The Clients and the Company intend to satisfy all expenses incurred in connection with pre-petition Services from advance retainers or contemporaneous payments.

2.3. Billing and Payment. Except as provided in Section 2.2, or specifically set forth below in this Section 2.3, the Company shall bill the Clients for its fees and expenses for Services performed under 28 U.S.C. § 156(c) on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). With respect to pre-petition invoices, the same will show application of advance and contemporaneous payments against subsequent and contemporaneous fees and expenses and state an advance amount to replenish the retainer. With respect to post-petition invoices, for Services performed outside the scope of 28 U.S.C. § 156(c), the Company shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee for the Southern District of New York and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court. Unless otherwise agreed to in writing, (i) postage expense and (ii) fees for print notice and media publication (including any markups and/or commissions charged by GCG and included in those fees) must be paid within three (3) business days of the date of GCG's invoice. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1. Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2. Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of such written notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue, in good faith, efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such written notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (i) following the entry of a final decree closing the chapter 11 cases, or (ii) following the conversion of the chapter 11 cases to chapter 7, the Company shall forward all original proofs of claim to the Federal Archives Record Administration. For all other documents in the Company's actual or constructive possession (including, but not limited to, letters, e-mails, facsimiles, other correspondence and all undeliverable and/or returned mail), the Company shall retain paper copies and electronic copies for one (1) year (i) following the entry of a final decree closing the chapter 11 cases, or (ii) following the conversion of the chapter 11 cases to chapter 7. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information they submit to the Company (including all information for the preparation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements")) and for the output of such information. The Company may undertake to place such data and information into certain systems and programs, including in connection with the generation of Schedules and Statements. The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1. Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder, and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case, without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction, provided, however, that the Receiving Party must provide the Disclosing Party with prompt written notice of such subpoena or court order so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts to obtain same.

6.2. Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know-how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property, and shall not, either during the term of this Agreement, or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement, and/or developed during the course of this Agreement by the Company, are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation. The Clients further agree that any ideas, concepts, know-how or

techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3. Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction over all matters regarding this Agreement.

8. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

9. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in the United States mail, or, if sent by overnight courier, one (1) business day after delivery to such courier, as follows: if to the Company, to GCG, Inc., 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Garfunkel Wild, P.C., 111 Great Neck Road, Sixth Floor, Attention: Afsheen A. Shah, Esq.

10. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

11. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court having competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

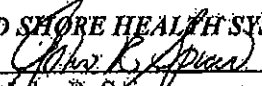
12. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

13. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such


Application (the "Retention Order"), any discrepancies between this Agreement, the Application and the Retention Order shall be controlled by the Application and the Retention Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

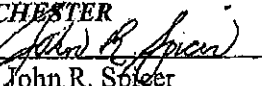
**SOUND SHORE HEALTH SYSTEM, INC.**

By:   
Name: John R. Spicer  
Title: President

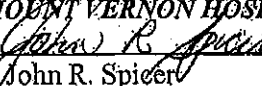
**GCG, INC.**

By:   
Name: ANGELA FERRANTE  
Title: VICE PRESIDENT

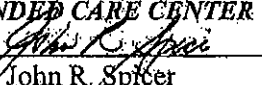
**SOUND SHORE MEDICAL CENTER OF WESTCHESTER**

By:   
Name: John R. Spicer  
Title: President


**THE MOUNT VERNON HOSPITAL**

By:   
Name: John R. Spicer  
Title: President

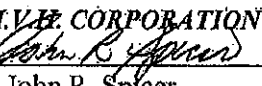
**HOWE AVENUE NURSING HOME, INC.  
D/B/A HELEN AND MICHAEL SCHAFFER  
EXTENDED CARE CENTER**

By:   
Name: John R. Spicer  
Title: President

**NRHMC SERVICES CORPORATION**

By:   
Name: John R. Spicer  
Title: President

**THE M.V.H. CORPORATION**

By:   
Name: John R. Spicer  
Title: Vice President

**EXHIBIT A**





## GCG Pricing

### Set-Up Creditor File

Set-up fee ..... Waived  
Electronic import of creditor data ..... No per creditor charge  
Assist with production of Schedules and Statements of Financial Affairs ..... Discounted hourly rates

### Noticing

Laser printing (includes folding, insertion, and envelopes) ..... \$0.10 per page  
(volume discounts apply)  
Electronic noticing (e-mail) ..... \$50 per 1,000  
Facsimile noticing (domestic facsimile) ..... \$0.10 per page  
Personalization/labels ..... \$0.05 each  
Legal publication of notice ..... Quote  
Processing undeliverables ..... \$0.25 each

### Document Management

Sort and prep-mail (including handling remails) ..... Discounted hourly rates  
Document scanning ..... \$0.12 per image  
Document monthly storage (paper) ..... \$1.50 per box  
(electronic) ..... \$0.02 per creditor/image  
(waived for first three months)

### Claims Administration

Association of claimant name and address to database ..... \$0.15 per claim  
Processing of claims, including non-conforming claims,  
supervisory review and application of message codes ..... Discounted hourly rates

### Public Securities / Balloting / Solicitation and Tabulation

Solicitation and Balloting (including coordination with nominees and Broadridge  
and processing of master ballots, tabulation, verification and certification of vote) ..... Discounted hourly rates

### Web Site

Creating customized, interactive web site (including e-mail box for creditors) ..... Discounted hourly rates  
Monthly maintenance fee ..... \$200 per month  
Providing updates to website ..... Discounted hourly rates



### Contact Services

Case-specific voice-mail box for creditors ..... No charge

Interactive Voice Response ("IVR")..... \$1,900 set up  
\$0.39 per minute

Live Customer Service Representatives ..... \$0.95 per minute

Monthly maintenance charge..... \$100 per month.

Management of Call Center (including handling of claimant communications, call backs, e-mails, and other correspondences)..... Discounted hourly rates

### Miscellaneous Expenses

Travel ..... At cost

Postage, courier, etc ..... At cost

Copying, facsimile ..... \$0.10 per page

### Hourly Billing Rates<sup>1</sup>

Title	Discounted Hourly Rates
Administrative and Claims Control	\$45-\$55
Project Administrators	\$70-\$85
Quality Assurance Staff	\$80-\$125
Project Supervisors	\$95-\$110
Systems, Graphic Support & Technology Staff	\$100-\$200
Project Managers and Senior Project Managers	\$125-\$175
Directors and Asst. Vice Presidents	\$200-\$295
Vice Presidents and above	\$295*

<sup>1</sup> For this engagement, GCG agrees to provide discounted hourly rates as reflected in the chart above and to cap its highest hourly rate at \$295. Expert services provided by Vice Presidents, Angela Ferrante and Jeff Stein, the latter in connection with solicitation (including of public securities) and tabulation will be at a rate of \$310 per hour. Any additional services not covered by this proposal will be charged at GCG hourly rates including any outsourced work performed under GCG supervision and controls. GCG will not charge overtime for any of its hourly rates.

**Exhibit B**  
**Ferrante Declaration**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x

In re: :  
SOUND SHORE MEDICAL CENTER : Chapter 11  
OF WESTCHESTER, et al. :  
Debtors. : Case No. 13-\_\_\_\_ ( )  
: (Joint Administration Pending)

----- x

**DECLARATION OF ANGELA FERRANTE IN SUPPORT OF  
DEBTORS' APPLICATION TO RETAIN AND TO EMPLOY GCG, INC. AS  
CLAIMS AND NOTICING AGENT NUNC PRO TUNC TO THE PETITION  
DATE AND APPROVING RELATED AGREEMENT**

Angela Ferrante makes this declaration under 28 U.S.C. § 1746, and states the following:

1. I am a Vice President of GCG, Inc. ("**GCG**"), a Chapter 11 claims management services firm, and I am authorized to make and submit this affidavit on behalf of GCG.

2. This declaration (the "**Declaration**") is submitted in support of the application (the "**Application**")<sup>1</sup> of Sound Shore Medical Center of Westchester ("**SSMC**" or "**Debtor**") and certain of its affiliates, as Chapter 11 debtors and debtors in possession (each a "**Debtor**" and collectively, the "**Debtors**")<sup>2</sup>, in the above captioned Chapter 11 cases (the "**Chapter 11 Cases**"), seeking authorization to retain GCG as the official claims and noticing agent (the "**Claims and Noticing Agent**") for the Debtors' Chapter 11 Cases, pursuant to 28 U.S.C. § 156(c). Except as otherwise noted, I have personal knowledge of the facts contained in this Declaration.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

<sup>2</sup> In addition to SSMC, the remaining Debtors are as follows: Sound Shore Health System, Inc., The Mount Vernon Hospital, Inc, Howe Avenue Nursing Home d/b/a Schaffer Extended Care, NRHMC Services Corporation, M.V.H. Corporation and MVH ALP Inc. There are certain additional affiliates of the Debtors who are not debtors in these Chapter 11 Cases and have not sought relief under Chapter 11.

this Declaration.

3. GCG is one of the country's leading chapter 11 case administrators with expertise in noticing claims processing balloting administration and distribution. GCG specializes in providing comprehensive services to debtors in chapter 11 cases and is well equipped to serve the Debtors in connection with these Chapter 11 Cases. GCG has been retained as the official claims and noticing agent in several cases within this District, including, but not limited to: In re Patriot Coal Corporation, et al., Case No. 12-12900 (SCC) (Bankr. S.D.N.Y. July 9, 2012); In re AMR Corporation, Case No. 11-15643 (SL) (Bankr. S.D.N.Y. January 6, 2012); In re General Maritime Corporation, et al., Case No. 11-15284 (MG) (Bankr. S.D.N.Y. Nov. 187, 2011); In re MF Global Holdings Ltd., et al., Case No. 11-15059 (MG) (Bankr. S.D.N.Y. Oct. 31, 2011); In re Borders Group, Inc., et al., Case No. 11-10614 (MG) (Bankr. S.D.N.Y. Feb. 16, 2011); In re Partsearch Technologies, Inc., Case No. 11-10282 (MG) (Bankr. S.D.N.Y. Jan. 25, 2011); In re Boston Generating, LLC, Case No. 10-14419 (SCC) (Bankr. S.D.N.Y. Aug. 18, 2010); In re Motors Liquidation Company, et al., Case No. 09-50026 (REG) (Bankr. S.D.N.Y. June 2, 2009).

4. The Debtors have selected GCG to serve as their Claims and Noticing Agent, as further detailed in the Section 156(c) Application. The services to be performed by GCG are set forth in detail in both the Section 156(c) Application and the Administration Agreement by and between the Debtors and GCG, attached to the Section 156(c) Application as Exhibit B, and are incorporated herein by reference.

5. Although the Debtors do not propose to retain GCG under section 327 of the Bankruptcy Code, to the best of my knowledge, neither GCG, nor any of its professional personnel have any relationship with the Debtors that would impair GCG's ability to serve as Claims and Noticing Agent. GCG may have relationships with some of the Debtors' creditors,

but they are in matters completely unrelated to these Chapter 11 Cases, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator or bankruptcy administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notice and other administrative functions in class actions. I have been advised that Paul Kinealy, a Director at GCG and Jamie Strohl, a Senior Project Manager at GCG, were formerly employed by the Debtors' financial advisor, Alvarez & Marsal ("A&M"). Mr. Kinealy was employed as a director by A&M from October 2006 through September 2009 and Mr. Strohl was employed as a consultant by A&M from January 2008 through September 2012. I have also been advised that while employed at A&M, Mr. Kinealy and Mr. Strohl did not work on any matters involving the Debtors. In fact, Mr. Kinealy and Mr. Strohl were no longer employed by A&M when these Chapter 11 Cases were filed. Additionally, Sarah Bryan, a Senior Project Manager at GCG, is married to a Senior Director employed by A&M. This relationship is of a personal nature and completely unrelated to these Chapter 11 Cases. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to that of the creditors, or the Debtors' estates, with respect to the matter upon which GCG is to be engaged. In addition, GCG personnel may have relationships with some of the Debtors' creditors however, such relationships are of a personal, financial nature and completely unrelated to these Chapter 11 Cases. GCG has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships are completely unrelated to these Chapter 11 Cases. GCG has represented and will continue to represent, clients in matters unrelated to these Chapter 11 Cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain

vendors and professionals in connection with matters unrelated to these Chapter 11 Cases. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors, received services from certain creditors or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's retention by the Debtors in these Chapter 11 Cases. To the extent that GCG discovers any facts bearing on matters described herein, GCG will supplement information contained herein.

6. GCG is a "disinterested person", as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its personnel:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not and were not, within two years before the date of filing of these Chapter 11 Cases, directors, officers or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors or their estates, or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

7. GCG also will not employ any past or present employee of the Debtors for work that involves the Debtors' bankruptcy proceedings. The terms of GCG's retention are set forth in the Administration Agreement.

8. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 Cases. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any entity or any person other than the Debtors in these Chapter 11 Cases without the express consent and authority of the Debtors. In addition, GCG may provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not relate to, or have any direct connection with, these Chapter 11 Cases or the

Debtors.

9. GCG represents, among other things, that :
  - (a) It will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent;
  - (b) By accepting employment in these Chapter 11 Cases, GCG waives any right to receive compensation from the United States government;
  - (c) In its capacity as Claims and Noticing Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and
  - (d) GCG will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent.
10. The Debtors do not owe GCG any amounts for services performed or expenses incurred prior to the Petition Date. Prior to the Petition Date, GCG received a retainer of \$30,000.00 in anticipation of the services to be rendered by GCG in connection with the commencement of these Chapter 11 Cases and will apply same first against all prepetition fees and expenses and then against the last bill for fees and expenses that GCG will render in these Chapter 11 Cases.
11. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered in connection with these Chapter 11 Cases, pursuant to the Administration Agreement. Payments shall be made by the Debtors to GCG upon GCG's submission of billing statements, including a detailed listing of services and expenses, at the end of each calendar month. GCG shall comply with all request of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of het United States for the implementation of 28 U.S.C. § 156(c).
12. GCG will comply with all requests of the Clerks of the Court's office and the



responsibilities under the Protocol for the Employment of Claims and Noticing Agents, dated May 8, 2006, as may be amended, issued by the Clerk of the Court.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed on this 28th day of May, 2013

/s/ Angela Ferrante  
Angela Ferrante, Vice President of GCG, Inc.

**Exhibit C**  
**Proposed Order**

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

-----X  
In re:

Chapter 11

SOUND SHORE MEDICAL CENTER  
OF WESTCHESTER, et al.

Case No. 13-\_\_\_\_\_( )

Debtors.

(Joint Administration Pending)

-----X

**ORDER AUTHORIZING RETENTION AND APPOINTMENT  
OF GCG, INC. AS CLAIMS AND NOTICING AGENT UNDER  
28 U.S.C. § 156(c), 11 U.S.C. § 105(A), S.D.N.Y. LBR 5075-1 AND  
GENERAL ORDER M-409 AND GRANTING RELATED RELIEF**

Upon the Application<sup>1</sup> of Sound Shore Medical Center of Westchester ("**SSMC**") and certain of its affiliates, as Chapter 11 debtors and debtors in possession (each a "**Debtor**" and collectively, the "**Debtors**")<sup>2</sup>, for an order authorizing the retention and appointment of GCG, Inc. as Claims and Noticing Agent (the "**Claims and Noticing Agent**"), under 28 U.S.C. § 156(c), Section 105(a) of the Bankruptcy Code, S.D.N.Y. LBR 5075-1 and General Order M-409 to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors' chapter 11 cases, and (iii) provide such other administrative services – as required by the Debtors – that would fall within the purview of services to be provided by the Clerk's Office, and upon the Declaration of Angela Ferrante submitted in support of the Application, and the Debtors having estimated that there are in excess of 3000 creditors in these Chapter 11 cases, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

<sup>2</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: Sound Shore Health System, Inc. (1398), Sound Shore Medical Center of Westchester (0117), The Mount Vernon Hospital, Inc. (0115), Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center (0781), NRHMC Services Corporation (9137), The M.V.H. Corporation (1514) and New Rochelle Sound Shore Housing, LLC (0117). There are certain additional affiliates of the Debtors who are not debtors in these Chapter 11 Cases and have not sought relief under Chapter 11.

authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Claims and Noticing Agent has the capability and experience to provide such services and that Claims and Noticing Agent is disinterested as that term is defined under section 101(14) of the Bankruptcy Code and does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Claims and Noticing Agent is in the best interests of the Debtors, the estates and creditors; and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT :

1. Notwithstanding the terms of the Administration Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain Claims and Noticing Agent, *nunc pro tunc* to the date of the filing of the petitions initiating these cases, under the terms of the Administration Agreement, and Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application (the "**Claims and Noticing Services**"). Upon the Debtors' request, GCG will assist the Debtors with any additional services requested by the Debtors.

3. The Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these

chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. The Claims and Noticing Agent is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

5. The Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Claims and Noticing Agent in accordance with the terms of the Administration Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Claims and Noticing Agent and the rates charged for each, and to reimburse Claims and Noticing Agent for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for the official committee of unsecured creditors, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Administration Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Claims and Noticing Agent under this Order shall be treated as an administrative expense of the Debtors' chapter 11 estates.

10. The Claims and Noticing Agent may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Claims and Noticing Agent may hold its retainer under the Administration Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Administration Agreement.

11. In the event Claims and Noticing Agent is unable to provide the services set out in this order, Claims and Noticing Agent will immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorney

12. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Claims and Noticing Agent but is not specifically authorized by this Order.

13. The Debtors and Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

14. Notwithstanding any term in the Administration Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

15. If the Debtors' chapter 11 cases convert to cases under Chapter 7 of the Bankruptcy Code, the Claims Agent will continue to be paid for its services until the claims filed in these chapter 11 cases have been completely processed, and that if claims agent representation is necessary in the converted Chapter 7 case, Claims Agent will continue to be paid in accordance with 28 U.S.C. § 156(c) on the terms set forth in the Application and this Order.

16. The Claims and Noticing Agent shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of the Court.

17. This Order shall be immediately effective and enforceable upon its entry.

18. To the extent that there may be any inconsistency between the terms of the Application, the Administration Agreement or this Order, the terms of this Order shall govern.

Dated: May \_\_, 2013  
New York, New York

\_\_\_\_\_  
HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

**NO OBJECTION:**

OFFICE OF THE CLERK OF THE COURT  
UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

By: \_\_\_\_\_