

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
In re: : Chapter 11  
:  
SAINT VINCENTS CATHOLIC MEDICAL : Case No. 10-11963 (CGM)  
CENTERS OF NEW YORK, et al.<sup>1</sup> :  
:  
Debtors. : Jointly Administered  
:  
-----X Ref. Docket No. 908

**AFFIDAVIT OF SERVICE**

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

PANAGIOTA MANATAKIS, being duly sworn, deposes and says:

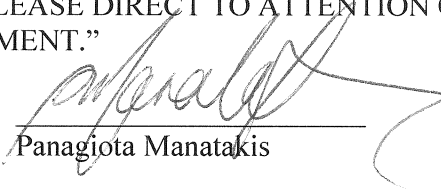
1. I am employed as a Noticing Coordinator by Epiq Bankruptcy Solutions, LLC, located at 757 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. On September 23, 2010, I caused to be served the “Notice of Debtors’ Motion Pursuant to 11 U.S.C. 105(a), 363(b) & (f) for an Order Authorizing the Debtors to (I) Enter Into an Agency Agreement with a Joint Venture Comprised of Great American Group, LLC, Centurion Service Group, Counsel RB Capital, LLC and Perfection Plan Liquidations and (II) Sell Certain Equipment Assets Free and Clear of Liens, Claims or Encumbrances,” dated September 23, 2010, to which is attached the “Debtors’ Motion Pursuant to 11 U.S.C. 105(a), 363(b) & (f) for an Order Authorizing the Debtors to (I) Enter Into an Agency Agreement with a Joint Venture Comprised of Great American Group, LLC, Centurion Service Group, Counsel RB Capital, LLC and Perfection Plan Liquidations and (II) Sell Certain Equipment Assets Free and Clear of Liens, Claims or Encumbrances,” dated September 23, 2010, [related to Docket No. 908], annexed hereto as Exhibit A, by causing true and correct copies to be:
  - i. enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to the Special Service List, parties identified on the annexed Exhibit B, the

<sup>1</sup> In addition to SVCMC, the Debtors are as follows: (i) 555 6th Avenue Apartment Operating Corporation; (ii) Bishop Francis J. Mugavero Center for Geriatric Care, Inc.; (iii) Chait Housing Development Corporation; (iv) Fort Place Housing Corporation; (v) Pax Christi Hospice, Inc.; (vi) Sisters of Charity Health Care System Nursing Home, Inc. d/b/a St. Elizabeth Ann’s Health Care & Rehabilitation Center; (vii) St. Jerome’s Health Services Corporation d/b/a Holy Family Home; and (viii) SVCMC Professional Registry, Inc. There are certain affiliates of SVCMC who are not Debtors.

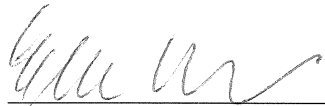


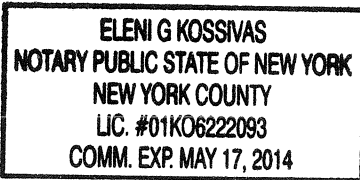
General Service List, parties identified on the annexed Exhibit C, and the additional parties identified on the annexed Exhibit D, and

- ii. delivered via electronic mail to the Special Service List, parties identified on the annexed Exhibit E, and the General Service List, parties identified on the annexed Exhibit F, and the additional parties identified on the annexed Exhibit G.
3. All items served by mail or overnight courier included the following legend affixed on the envelope: "LEGAL DOCUMENTS ENCLOSED: PLEASE DIRECT TO ATTENTION OF ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT."

  
Panagiota Manatakis

Sworn to before me this  
24<sup>th</sup> day of September, 2010

  
Notary Public





## **EXHIBIT A**



**Hearing Date and Time: October 7, 2010 at 11:00 a.m. (prevailing Eastern Time)**  
**Deadline for Objections: September 30, 2010 by 4:00 p.m. (prevailing Eastern Time)**

KRAMER LEVIN NAFTALIS & FRANKEL LLP

Kenneth H. Eckstein

Adam C. Rogoff

P. Bradley O'Neill

1177 Avenue of the Americas

New York, New York 10036

Telephone: (212) 715-9100

Facsimile: (212) 715-8000

*Counsel for Debtors*

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

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SAINT VINCENTS CATHOLIC MEDICAL	:	Case No. 10-11963 (CGM)
CENTERS OF NEW YORK, <u>et al.</u> ,	:	
	:	
Debtors.	:	Jointly Administered
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**NOTICE OF DEBTORS' MOTION PURSUANT TO 11 U.S.C. 105(a), 363(b) & (f) FOR AN  
ORDER AUTHORIZING THE DEBTORS TO (I) ENTER INTO AN AGENCY  
AGREEMENT WITH A JOINT VENTURE COMPRISED OF GREAT AMERICAN  
GROUP, LLC, CENTURION SERVICE GROUP, COUNSEL RB CAPITAL, LLC AND  
PERFECTION PLAN LIQUIDATIONS AND (II) SELL CERTAIN EQUIPMENT  
ASSETS FREE AND CLEAR OF LIENS, CLAIMS OR ENCUMBRANCES**

**PLEASE TAKE NOTICE** that a hearing will be held before the Honorable Cecelia G. Morris, United States Bankruptcy Judge, in Room 701 of the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, on **October 7, 2010 at 11:00 a.m.** (prevailing Eastern Time) to consider the Debtors' Motion Pursuant to 11 U.S.C. 105(a), 363(b) & (f) for an Order Authorizing the Debtors to (I) Enter Into an Agency Agreement With a Joint Venture Comprised of Great American Group, LLC, Centurion Service Group, Counsel RB Capital, LLC and Perfection Plan



Liquidations and (II) to Sell Certain Equipment Assets Free and Clear of Liens, Claims or Encumbrances (the “**Motion**”).

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to entry of the proposed order must: (i) be in writing; (ii) specify with particularity the basis of the objection; and (iii) be filed with the Court and simultaneously served on: (a) Debtors’ counsel, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Adam C. Rogoff, Esq. and Garfunkel Wild, P.C., 111 Great Neck Road, Suite 503, Great Neck, New York 11021, Attn: Judith Eisen, Esq.; (b) counsel for the Creditor’s Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: David Botter, Esq., Stephen Kuhn, Esq. and Sarah Link Schultz, Esq.; (c) counsel to the secured lenders, General Electric Capital Corporation, as agent for itself and TD Bank, N.A., c/o Winston & Strawn LLP, 200 Park Avenue, New York, New York, 10166-4193, Attn: David Neier; and Winston & Strawn LLP, 101 California Street, San Francisco, CA 94111-5802, Attn: Randy Rogers, Esq.; (d) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, New York, NY 10004, Attn: Serene Nakano, Esq.; and (e) the Joint Venture, c/o Great American Group, LLC, Nine Parkway North Suite 300, Deerfield, IL 60015, Attn: Mark P. Naughton, Esq. so as to be actually received by 4:00 p.m. (prevailing Eastern Time) on September 30, 2010.

A copy of the Motion and its exhibits can also be viewed and obtained on the Court's website [www.ecf.nysb.uscourts.gov](http://www.ecf.nysb.uscourts.gov) or (without charge) at <http://chapter11.epiqsystems.com/svcmc2010>.

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney if you have one in these bankruptcy cases. (If you do not have an attorney in these bankruptcy cases, you may wish to consult one.)



Dated: New York, New York  
September 23, 2010

KRAMER LEVIN NAFTALIS & FRANKEL LLP

/s/ Adam C. Rogoff  
Kenneth H. Eckstein  
Adam C. Rogoff  
P. Bradley O'Neill  
1177 Avenue of the Americas  
New York, New York 10036  
Telephone: (212) 715-9100

*Counsel for Debtors and Debtors-in-Possession*



Hearing Date: October 7, 2010 at 11:00 a.m.  
Objection Date: September 30, 2010 by 4:00 p.m.

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**UNITED STATES BANKRUPTCY COURT  
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	:	
Debtors.	:	Jointly Administered
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**DEBTORS' MOTION PURSUANT TO 11 U.S.C. 105(a), 363(b) & (f) FOR AN ORDER  
AUTHORIZING THE DEBTORS TO (I) ENTER INTO AN AGENCY AGREEMENT  
WITH A JOINT VENTURE COMPRISED OF GREAT AMERICAN GROUP, LLC,  
CENTURION SERVICE GROUP, COUNSEL RB CAPITAL, LLC AND PERFECTION  
PLAN LIQUIDATIONS AND (II) SELL CERTAIN EQUIPMENT  
ASSETS FREE AND CLEAR OF LIENS, CLAIMS OR ENCUMBRANCES**

TO THE HONORABLE CECELIA G. MORRIS,  
UNITED STATES BANKRUPTCY JUDGE:

Saint Vincents Catholic Medical Centers of New York ("**SVCMC**") and certain  
of its affiliates, as chapter 11 debtors and debtors-in-possession (each a "**Debtor**" and  
collectively, the "**Medical Centers**" or the "**Debtors**")<sup>1</sup> in the above-referenced chapter 11

<sup>1</sup> In addition to SVCMC, the Debtors are as follows: (i) 555 6th Avenue Apartment Operating Corporation; (ii) Bishop Francis J. Mugavero Center for Geriatric Care, Inc.; (iii) Chait Housing Development Corporation; (iv) Fort Place Housing Corporation; (v) Pax Christi Hospice, Inc.; (vi) Sisters of Charity Health Care System Nursing Home, Inc. d/b/a St. Elizabeth Ann's Health Care & Rehabilitation Center; (vii) St. Jerome's Health Services Corporation d/b/a Holy Family Home; and (viii) SVCMC Professional Registry, Inc. There are certain affiliates of SVCMC who are not Debtors.



cases (the “**Chapter 11 Cases**”), hereby file this motion (the “**Motion**”) for an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), authorizing the Debtors to (i) enter into an agency agreement (the “**Agency Agreement**”) with a joint venture comprised of Great American Group, LLC (“**Great American**”), Centurion Service Group (“**Centurion**”), Counsel RB Capital, LLC (“**RB Capital**”) and Perfection Plan Liquidations (“**Plan Liquidations**”) and together with Great American, Centurion and RB Capital, collectively, the “**Joint Venture**” or the “**Agent**”) for the purpose of selling certain fixtures, furniture and equipment located at the Manhattan hospital campus pursuant to sections 105(a) and 363(b)(1) of title 11 of the United States Code (the “**Bankruptcy Code**”); and (ii) sell the Assets free and clear of liens, claims or encumbrances pursuant to sections 105(a) and 363(b) & (f) of the Bankruptcy Code. In support of the relief requested in the Motion, the Debtors respectfully represents as follows:

### **SUMMARY OF RELIEF REQUESTED**

As a result of the closure of the Debtors’ Manhattan hospital, the Debtors are no longer providing patient services at the hospital and are no longer utilizing certain of the major medical equipment, supplies and other miscellaneous assets located therein (as further defined below, the “**Assets**”). Accordingly, the Debtors determined that it is in the best interest of their estates to sell the Assets by employing the services of an experienced and reputable asset disposition agent. To that end, the Debtors have retained a joint venture comprised of four experienced business asset disposition firms and entered into an agreement with them pursuant to which the Debtors will recover a substantial guaranteed payment for the Assets and may, following a public auction of the Assets, receive additional recovery.



In coordination with the official committee of unsecured creditors and the agent for the DIP lenders, the Debtors conducted a several week-long marketing process for the sale of the Assets. At the conclusion of the marketing process, the Debtors selected the proposal submitted by the Joint Venture as the highest and best offer for the sale of the Assets. Notably, the Joint Venture has agreed to pay the Debtors, within two days of the entry of an order approving this Motion, a minimum guaranteed payment for the Assets equal to \$3.63 million which the Debtors will retain irrespective of the outcome of the future public auction. Additionally, the Joint Venture will share future proceeds (75/25 percent split in favor of the Debtors) in the event that actual proceeds of the public sale process exceed the sum of the guaranteed minimum payment (\$3.63 million) plus an amount for the reimbursement of expenses of the sale and the Joint Venture's fee (\$750,000).

Accordingly, by this Motion, the Debtors seek the authority to (i) enter into the Agency Agreement with the Joint Venture and (ii) approve of the sale of the Assets free and clear of all liens, claims, encumbrances and other interests.

### **JURISDICTION AND VENUE**

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

2. The statutory predicates for the relief sought herein are sections 105(a), and 363(b) and (f) of the Bankruptcy Code, Rules 2002, 2014 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (“**Local Bankruptcy Rules**”).



## **GENERAL BACKGROUND**

3. On April 14, 2010 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are jointly administered for procedural purposes only.

4. The Debtors are operating their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. On April 21, 2010, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “**Creditors’ Committee**”).

## **THE MEDICAL CENTERS’ HISTORY AND BUSINESS**

6. Founded by the Sisters of Charity in 1849, the Medical Centers are the only remaining Catholic-sponsored, acute-care hospital network in New York City. The Medical Centers are committed to a charitable healthcare mission that demands they give “Respect, Integrity, Compassion and Excellence to all who come to us in need, especially the poor.”

7. Prior to the Petition Date, the Medical Centers’ core business centered around St. Vincent’s Hospital Manhattan (the “**Hospital**”), which is located in the Greenwich Village section of Manhattan. The Medical Centers operated – and in some cases, continue to operate – numerous other services, including a behavioral health facility, nursing homes, continuing care facilities, a hospice, a home health agency and a military health plan serving active duty dependents, retirees, and their families.

8. SVCMC and its then debtor- and non-debtor affiliates emerged from Chapter 11 in the summer of 2007 subject to over \$1 billion of liabilities. After emergence, management attempted to increase their revenue, improve their operations, and reduce costs.



Despite these efforts, however, the Medical Centers' revenue remained constant, and the Debtors incurred operating losses of approximately \$43 million in 2008 and approximately \$64 million in 2009. In 2008 and 2009, the Hospital alone had operating losses of approximately \$81 and \$107 million, respectively.

9. The Medical Centers' poor operating results stemmed from four principal causes.

- The Hospital's large operating footprint and staffing were not properly aligned with the current state of its business, as significant changes in the healthcare industry have reduced the number of hospital admissions.
- The Medical Centers' patient mix and reimbursement experience limited their revenues.
- The profound financial crisis that has gripped New York and the rest of the Nation over the last several years has magnified the financial challenges faced by the Medical Centers.
- The financial and other obligations assumed in connection with the prior Chapter 11 plan of reorganization resulted in annual payment obligations that exceeded what the current Hospital operations could bear.

10. By the end of 2009, the Debtors faced a severe cash crisis. In response, the Board appointed a Special Restructuring Committee in December 2009, hired a chief restructuring officer in late January 2010 and other restructuring professionals shortly thereafter, and took steps to cut costs and assess their restructuring alternatives. Despite these efforts, however, the Debtors' liquidity crisis deepened. By early February 2010, only emergency funding provided by their prepetition lenders and the State of New York enabled the Debtors to make payroll and stave off an immediate bankruptcy filing.

11. The Debtors used the respite provided by this emergency financing, subsequent financial assistance from their prepetition lenders, the State of New York, the Sisters



of Charity and a Board member, and wage concessions by employees to explore options for preserving their businesses' long-term viability and maximizing the value of their assets. Among other things, the Debtors worked to identify and negotiate with potential new sponsors to preserve operations at the Hospital and potential purchasers for their non-Hospital services and assets. While these efforts led to the entry of non-binding letters of intent for the sale of certain non-Hospital services, they did not yield a transaction that would support the continued operation of the Hospital. Despite an extensive marketing process and several serious indications of interest, negotiations concerning the last potential transaction terminated on March 31, 2010. When it became clear that all potential partners had withdrawn from consideration, the Debtors concluded that the continued operation of the Hospital was no longer a viable option.

12. As a result, on April 6, 2010, the Board of Directors of SVCMC voted to approve the closure of the Hospital and the transfer or closure of the outpatient programs and clinics associated with and operated by the Hospital. On April 9, 2010, in accordance with New York State law, the Debtors submitted their proposed plan of closure. Prior to the Petition Date, the Debtors commenced the closing of the Hospital. On April 30, 2010, the Hospital completely shut down its operations.

### **FACTS RELEVANT TO THE MOTION**

#### **Determination to Sell the Assets**

13. Since the closure of the Hospital, the Debtors no longer utilize the major medical equipment, instruments, supplies, office furniture and other furniture, fixtures and equipment owned by the Debtors (collectively, the “**Assets**”) that are located at eight facilities that comprise the Hospital campus (the “**Manhattan Campus**”).

14. Accordingly, under these circumstances, the Debtors concluded that a sale



of the Assets is necessary and appropriate. To ensure that the Debtors realize the maximum possible value for the Assets for the benefit of the Debtors' estates, the Debtors determined that they require the assistance of an experienced asset disposition agent to market and sell the Assets.

15. The Debtors' religious artifacts (including items in the Hospital's Chapel) and leased equipment will be not be included as part of the Assets to be sold under the Agency Agreement. In addition, equipment whose ownership interest is in dispute by third parties are not part of the sale, provided, however, that such assets may be included if the Debtors and the applicable third-party resolves any dispute over ownership or the Court determines that the Debtors are the proper owners of such assets.<sup>2</sup>

### **Liens on the Assets**

16. The Assets are encumbered by (i) a lien and security interest (the "**Prepetition Senior Lien**") in favor of General Electric Capital Corporation ("**GE Capital**") as agent (in such capacity, the "**Prepetition Agent**") under a Credit Agreement dated as of August 30, 2007 (the "**Prepetition Credit Facility**") entered into by the Debtors, as borrowers, GE Capital, as agent, and GE Capital and TD Bank, N.A. as lenders (together with any other persons becoming lenders thereunder, the "**Prepetition Lenders**"), securing certain prepetition obligations (the "**Prepetition Obligations**") in the original principal amount of \$320,000,000; and (ii) a lien and security interest (the "**DIP Agent Lien**") in favor of GE Capital as agent under a Debtor in Possession Credit Agreement dated as of April 16, 2010 (the "**DIP Credit Facility**") entered into by the Debtors, as borrowers, GE Capital, as agent (in such capacity, the "**DIP Agent**"), and GE Capital and TD Bank, N.A. as lenders (together with any other persons

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<sup>2</sup> In the event that the Debtors are not able to consensually resolve a dispute regarding ownership of a particular asset, then the Debtors will not include such asset as part of the Public Sale (as defined below) and seek a separate hearing to resolve the matter.



becoming lenders thereunder the “**DIP Lenders**”), securing certain postpetition obligations of the Debtors (the “**DIP Loan**”) approved by an earlier order of the Court (the “**DIP Order**”). The sale of the Assets will enable the Debtors to make a material payment on account of the Prepetition Obligations.

#### **Background on the Bidding Process For the Selection of the Asset Disposition Agent**

17. In July 2010, the Debtors approached a number of experienced business asset disposition firms, and requested that such parties submit proposals to become the Debtors’ agent to market and sell the Assets through a public auction.

18. In response to the Debtors’ solicitation, the nation’s top three business asset disposition firms – Great American, Hilco Trading, LLC, and Gordon Brothers Group – emerged as the highest bidders for the right to market and sell the Assets. Because the three bids submitted by these bidders were competitive, the Debtors, in coordination with the Creditors’ Committee and the DIP Agent, invited these three highest bidders to participate in an in person auction held on September 8, 2010 at the offices of the Debtors’ counsel, Kramer Levin Naftalis & Frankel LLP.

19. At the in-person auction, two of the bidders submitted virtually identical final bids, which were materially higher and better than the third bidder. As a result, the Debtors arranged for a final round of bidding, which took place on September 13, 2010 through a telephonic auction. Ultimately, the Joint Venture submitted the winning bid (described below), which the Debtors, in consultation with the Creditors’ Committee, selected as both the highest and best offer received during the auction process.

20. At the conclusion of the auction process, the Debtors and the Joint Venture entered into, subject to court approval, the Agency Agreement, dated as of September 14, 2010 (the “**Agency Agreement**”) (a copy of which is annexed hereto as **Exhibit B**). The



material terms of the Agency Agreement are as follows:

- **The Guaranteed Amount.** The Agent will pay the Debtors a “Guaranteed Amount” within two days of the entry of an order approving the Motion – irrespective of the actual proceeds of the ultimate sales of the Assets to the public (the “**Public Sale**”) – in the amount of \$3,630,000 (the “**Guaranteed Amount**”). As a result, the Debtors will receive at least this amount for the Assets (subject to the opportunity to receive an additional recovery, see below).
- **Buyer’s Premium Charge.** The Agent will charge and retain a “buyer’s premium” (which is a percentage of the sale price of the Assets charged to the public) up to 12%. This charge is neither paid by nor paid to the Debtors.
- **Expenses of Sale/Agent Fee.** The Agent will be entitled to retain \$750,000 from the proceeds of the Public Sale of the Assets as reimbursement of its expenses in connection with the sale process before any sharing of the proceeds between the Agent and the Debtors (as further described below) and as an “initial fee”. The payment of this amount to the Agent comes after sufficient proceeds are received to reimburse the Agent for the payment of the “Guaranteed Amount”. Thus, after recovery of the initial \$3,630,000 of sales proceeds, the next \$750,000 is retained by the Agent to cover expenses of sale and the Agent’s fee. This amount is separate and apart from the 12% buyer’s premium.
- **Additional Recovery.** In the event that the actual proceeds of the Public Sale of the Assets exceed the sum of (i) the Guaranteed Amount and (ii) the Expenses of Sale/Agent Fee, then all such excess proceeds will be split 75% for SVCMC (the “**Additional Recovery**”) and 25% for the Agent. Thus, if the sales proceeds (without taking into account the 12% buyer’s premium) exceed the sum of (i) \$3,630,000 plus (ii) \$750,000 (or \$4,380,000 in the aggregate), 75% of such excess is paid as additional consideration to the Debtors.

21. Other material terms of the Agency Agreement include: (i) that the Public Sale will take place within 60 days after the entry of the order approving this Motion; (ii) that the Agent will have 120 days from the entry of the order approving this Motion to remove all of the Assets from the Manhattan Campus (the “**Removal Date**”), and (iii) all marketing materials for Public Sale requires the Debtors’ prior approval.



## **RELIEF REQUESTED**

22. By this Motion, the Debtors seek authority, pursuant to sections 105(a), 363(b) and (f) of the Bankruptcy Code to (i) enter into and approve the Agency Agreement with the Joint Venture and (ii) sell the Assets free and clear of liens, security interest and encumbrances.

### **The Debtors Should Be Authorized to Sell the Assets Pursuant To Sections 105(a) And 363(b) Of The Bankruptcy Code**

23. Section 363(b)(1) of the Bankruptcy Code provides, in pertinent part: “[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business property of the estate.” 11 U.S.C. § 363(b)(1). Further, Bankruptcy Rule 6004(f)(1) provides that “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.” Fed. R. Bankr. P. 6004(f)(1).

24. Although section 363 of the Bankruptcy Code does not spell out a standard for determining when a court may authorize a sale or disposition of a debtor’s assets prior to the confirmation of a Chapter 11 plan, the Second Circuit has proclaimed that authorization under section 363(b) requires a debtor to demonstrate a reasonable exercise of business judgment. See e.g., See In re Chrysler LLC, 576 F.3d 108, 117-18 (2d Cir. 2009), citing In re Iridium Operating LLC, 478 F.3d 452, 466 (2d Cir. 2007) (“In this Circuit, the sale of an asset of the estate under § 363(b) is permissible if the ‘judge determining [the] § 363(b) application expressly find[s] from the evidence presented before [him or her] at the hearing [that there is] a good business reason to grant such an application.’” (citing Comm. of Equity Sec. Holders v. v. Lionel Corp. (In re Lionel Corp.), 772 F.2d 1063, 1071 (2d Cir. 1983)); see also In re Gen. Motors Corp., 407 B.R. 463, 494-5 (Bankr. S.D.N.Y. 2009) (noting that sales under § 363(b) are “commonly” approved subject to the business judgment rule).



25. In addition, under section 105(a) of the Bankruptcy Code, “the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C § 105(a); see In re Chinichian, 784 F.2d 1440, 1443 (9th Cir. 1986).

26. The Debtors submit that their decision to sell the Assets pursuant to the Agency Agreement demonstrates exercise of their sound and reasonable business judgment. Because the Assets are no longer being used, the realization of fair value for the Assets as quickly as possible is in the best interest of the Debtors’ estates and their creditors.

27. Moreover, the Debtors have no experience in selling large quantities of medical equipment and other assets and attempting to do so without the assistance of an experienced asset disposition firm would require the Debtors’ management to dedicate a significant amount of time, resources and effort to the sale of the Assets. By providing the Debtors with prompt payment of a Guaranteed Amount and Additional Recovery (if any), the Agency Agreement shifts the risk to the Agent with respect to the ultimate value received from the Public Sale of the Assets. Accordingly, absent the transactions contemplated by the Agency Agreement, the Debtors would not be able to maximize the return to their estates from the sale of the Assets and would instead expend significant funds to remove the Assets from the Manhattan Campus.

28. In sum, the Debtors submit that the terms and conditions set forth in the Agency Agreement are fair, reasonable, and in the best interests of the Debtors and their estates. The use of an asset disposition agent in the manner proposed in the Agency Agreement is an accepted method of asset disposition, and bankruptcy courts in this and other districts have approved procedures for liquidation sales similar to the procedures requested herein. See, e.g., In re Levitz Home Furnishings, Inc., Ch. 11 Case No. 05-45189 (BRL) (Bankr.



S.D.N.Y. Dec. 14, 2005) (approving sale of bulk assets pursuant to an agency agreement with an asset disposition firm); In re Casual Male Corp., Ch. 11 Case No. 01-41404 (REG) (Bankr. S.D.N.Y. Aug. 27, 2001) (authorizing the debtors to conduct a “going out business” sale of their inventory and fixtures pursuant an agency agreement with an asset disposition firm pursuant to section 363(b) of the Bankruptcy Code); In re Bradlees Stores, Inc., Ch. 11 Case No. 00-16033 (BRL) (Bankr. S.D.N.Y. Jan. 4, 2001) (same); In re CWT Specialty Stores, Inc., Ch. 11 Case No. 00 B 10758 (JHG) (Bankr. S.D.N.Y. Mar. 7, 2000) (same); In re Drug Fair Group, Inc., Ch. 11 Case No. 09-10897 (BLS) (Bankr. D. Del. Apr. 2, 2009) (same).

**The Court Should Waive Compliance with any State and Local Laws, Statutes, Rules and Ordinances Restricting Public Liquidation Sales**

29. Many state and local laws, statutes, rules and ordinances require special and cumbersome licenses, waiting periods, time limits and other procedures for “going-out-of-business” liquidation or similar sales conducted outside of bankruptcy. In addition, some states and localities have statutes or regulations requiring creditor notification before a company conducts a liquidation sale. In the context of a bankruptcy case where creditors receive notice of the proposed sale, as well as opportunity to be heard in this Court, enforcement of such statutes and regulations is redundant and unnecessary.

30. Debtors must generally comply with 28 U.S.C. § 959(b), which states that a debtor-in-possession must “manage and operate the property . . . according to the requirements of the valid laws of the State in which such property is situated. . . .” Courts, however, have held that a debtor that is liquidating estate assets does not “manage and operate” the property for the purposes of section 959(b). See Alabama Surface Mining Comm’n v. N.P. Mining Co., Inc. (In re N.P. Mining Co., Inc.), 963 F.2d 1449, 1460-61 (11th Cir. 1992) (holding that section 959(b) does not apply when debtor-in-possession is liquidating property and not operating business);



Missouri v. United States Bankruptcy Court, 647 F.2d 768, 778 n.18 (8th Cir. 1981) (same), cert. denied, 454 U.S. 1162 (1982); In re Boume Chemical Co., 54 B.R. 126, 135 (Bankr. D.N.J. 1984) (holding that “[s]ection 959(b) is applicable only where the property is being managed or operated for the purpose of continuing operations”). Because the Debtors seek to liquidate all of the assets located at the Manhattan Campus, section 959(b) does not require compliance with these state and local licensing procedures and other regulations, especially when the Debtors will conduct the sale with the knowledge and oversight of the creditors and this Court.

31. Moreover, federal bankruptcy law preempts state and local laws that conflict with the underlying policies of the Bankruptcy Code. See In re Old Carco LLC (f/k/a Chrysler LLC), 406 B.R. 180, 200 (Bankr. S.D.N.Y. 2009) (“State law may be displaced under conflict preemption when it is physically impossible to comply with both the state and federal law or when state law ‘stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.’”). While preemption of state law is not always appropriate, see Baker & Drake, Inc. v. Public Serv. Comm’n of Nev. (In re Baker & Drake, Inc.), 35 F.3d 1348, 1353-54 (9th Cir. 1994) (holding that Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure), preemption is appropriate where the only state laws involved concern economic regulation rather than the protection of public health and safety. See In re Old Carco LLC (f/k/a Chrysler LLC), 406 B.R. at 200 (authorizing rejection of car dealership franchise agreements and ruling that the Bankruptcy Code’s right to reject executory contracts preempts the state dealer franchise statutes because such statutes were designed to protect automobile dealers and franchisees, and not public health or welfare) (citing Midlantic Nat’l Bank v. New Jersey Dep’t of Env’t Prot., 474 U.S. 494, 507 (U.S. 1986)).



32. The Debtors do not believe that there are any applicable restriction on the sale of equipment and the other Assets. However, in the exercise of caution, in the event that any state and local licensing requirements or statutes, time limits, waiting periods or bulk sale restrictions on liquidation sales of this type (collectively, the “**Liquidation Laws**”) would apply, the Debtors respectfully request that the Court waive such requirements, statutes and restrictions.

33. The Debtors submit that the Liquidation Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors’ ability to marshal and maximize estate assets for the benefit of creditors. Further, because the underlying purpose of the Liquidations Laws is to protect economic interests of the State – rather than public health or welfare – the Bankruptcy Code, section 363(b) in this case, preempts such statutes and regulations. Bankruptcy courts in this district and in other jurisdictions authorizing bankruptcy liquidation sales have granted relief from state and local regulatory statutes and ordinances regulating bulk sales. See, e.g., In re Levitz Home Furnishings, Inc., Ch. 11 Case No. 05-45189 (BRL) (Bankr. S.D.N.Y. Dec. 14, 2005) (waiving the debtors’ requirement to comply with applicable “bulk sales” laws); In re Casual Male Corp., Ch. 11 Case No. 01-41404 (REG) (Bankr. S.D.N.Y. Aug. 27, 2001) (authorizing closing of stores and granting relief from state and local regulatory statutes and ordinances and lease provisions regulating going out-of-business sales); In re Bradlees Stores, Inc., Ch. 11 Case No. 00-16033 (BRL) (Bankr. S.D.N.Y. Jan. 4, 2001) (same); In re Drug Fair Group, Inc., Ch. 11 Case No. 09-10897 (BLS) (Bankr. D. Del. Apr. 2, 2009) (same).

34. Moreover, the requested waiver is narrowly tailored to facilitate the successful consummation of the ultimate Public Sale. As such, the Debtors do not seek a general waiver of all state and local requirements, but only those that apply specifically to liquidation



sales. The Debtors and the Agent fully intend to be bound by and comply with state and local health and safety laws as well as consumer protection laws with respect to deceptive and false advertising.

35. Finally, the Debtors request that the Court enjoin any action by any federal, state or local agency, department or governmental authority or any other entity to prevent, interfere with, or otherwise hinder consummation of the Public Sale or advertisement of such sale. See Missouri v. United States Bankr. Court, 647 F.2d at 776 (holding that attempt to enforce state regulations governing liquidation of grain warehouses directly conflicted with bankruptcy court's control over property of debtor's estate and therefore violated automatic stay).

#### **Sale Free and Clear of Liens, Claims and Encumbrances**

36. Pursuant to section 363(f) of the Bankruptcy Code, a debtor may sell property under Bankruptcy Code section 363(b) free and clear of liens, claims, encumbrances, and other interests if one of the following conditions is satisfied: (i) applicable nonbankruptcy law permits the sale of the property free and clear of such interest; (ii) the entity holding the lien, claim, encumbrance or other interest consents to the sale; (iii) the interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on the property; (iv) the interest is in a bona fide dispute; or (v) the entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of its interest. 11 U.S.C. § 363(f)(1)-(5). See In re Smart World Tech., LLC, 423 F.3d 166, 169 n. 3 (2d Cir. 2005) ("Section 363 permits sales of assets free and clear of claims and interests. It thus allows purchasers to acquire assets [from a debtor] without any accompanying liabilities."); In re Dundee Equity Corp., No. 89-B-10233, 1992 WL 53743, at \*3 (Bankr. S.D.N.Y. Mar. 6, 1992) ("Section 363(f) is in the



disjunctive, such that the sale free of the interest concerned may occur if any one of the conditions of § 363(f) have been met”).

37. The Debtors submit that the sale of the Assets satisfies the requirements of sections 363(f)(2) and (f)(5) of the Bankruptcy Code and should therefore be approved free and clear of all liens, security interest and encumbrances.

38. Section 363(f)(2) of the Bankruptcy Code will be is satisfied as to those parties that receive notice of the Motion and either consent or do not object to the proposed sale. The Assets are subject to liens, security interests and encumbrances in favor of certain parties (the “**Secured Parties**”), all of which will have received notice of this Motion. Because all of the Secured Parties will be given sufficient opportunity to object to the relief requested in this Motion, any such entity that does not object to the sale should be deemed to have consented under section 363(f)(2). See Futuresource LLC v. Reuters Ltd., 312 F.3d 281, 285-86 (7th Cir. 2002) (“It is true that the Bankruptcy Code limits the conditions under which an interest can be extinguished by a bankruptcy sale, but one of those conditions is the consent of the interest holder, and lack of objection (provided, of course, there is notice) counts as consent. . . It could not be otherwise; transaction costs would be prohibitive if everyone who might have an interest in the bankrupt’s assets had to execute a formal consent before they could be sold.”) (internal citations omitted); Hargrave v. Twp of Pemberton (In re Tabone, Inc.), 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (failure to object to sale free and clear of liens, claims and encumbrances satisfies section 363(f)(2)); Citicorp Homeowners Serv., Inc. v. Elliot (In re Elliot), 94 B.R. 343, 345 (E.D. Pa. 1988) (same); In re Enron Corp., 2004 WL 5361245 at \*2 (Bankr. S.D.N.Y. 2004) (order deeming all parties who did not object to proposed sale to have consented under section 363(f)(2)). As such, to the extent that no party holding an interest objects to the relief requested



in this Motion, the sale of the Assets free and clear of all interests satisfies section 363(f)(2) of the Bankruptcy Code.

39. In addition, the Debtors anticipate that the Prepetition Agent and the DIP Agent, will consent to the sale of the Assets and thus section 363(f)(2) will be satisfied with respect to them.

40. Further, the Debtors submit that section 363(f)(5) of the Bankruptcy Code is satisfied because any liens on any Assets sold pursuant to the relief requested in this Motion shall attach to the Guaranteed Amount and the Additional Recovery (if any) received by the Debtors, subject to any claims and defenses the Debtors may possess with respect thereto. As such, the sale of the Assets free and clear of all liens satisfies section 363(f)(5) of the Bankruptcy Code.

41. The terms of the Agency Agreement are fair and reasonable, comparable to the terms of similar agreements in comparable liquidation sales, and will be the product of good faith, arm's length transaction entitled to protections of 363(m) and (n) of the Bankruptcy Code.

42. Finally, Bankruptcy Rule 6004(c) requires that a motion pursuant to section 363(f) of the Bankruptcy Code for authority to sell property free and clear of liens or other interests "shall be served on the parties who have liens or other interest in the property to be sold." Fed. R. Bankr. P. 6004(c). As noted above, the Debtors have served this Motion on the Secured Parties. The Debtors submit that such service satisfies the notice requirements of Bankruptcy Rule 6004(c). The Debtors should therefore be authorized to sell the Assets free and clear of all liens, which such liens to attach to the proceeds of the sale of the applicable Asset.



## **NOTICE**

43. No trustee or examiner has been appointed in these Chapter 11 Cases. In accordance with the Final Administrative Order Establishing Case Management Procedures (the “**Case Management Order**”), entered on May 13, 2010, notice of this Motion has been given to the parties identified on the General Service List and the Special Service List (as such terms are identified in the Case Management Order) as well as the Secured Parties. The Debtors submit that no other notice need be given.

**WHEREFORE**, the Debtors request entry of an Order (i) approving and authorizing the Debtors to enter into the Agency Agreement with the Joint Venture; (ii) authorizing the Debtors to sell the Assets free and clear of liens, claims and encumbrances; and (iii) granting such further relief as this Court deems just and proper.

Dated: New York, New York  
September 23, 2010

KRAMER LEVIN NAFTALIS & FRANKEL LLP

\_\_\_\_\_  
/s/ Adam C. Rogoff  
Kenneth H. Eckstein  
Adam C. Rogoff  
P. Bradley O’Neill  
1177 Avenue of the Americas  
New York, New York 10036  
Telephone: (212) 715-9100

*Counsel for Debtors and  
Debtors in Possession*



## **EXHIBIT A**

### **Order**



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

-----	X	
In re:	:	Chapter 11
	:	
SAINT VINCENTS CATHOLIC MEDICAL	:	Case No. 10-11963 (CGM)
CENTERS OF NEW YORK, <u>et al.</u> ,	:	
	:	
Debtors.	:	Jointly Administered
-----	X	

**ORDER AUTHORIZING THE DEBTORS PURSUANT TO 11 U.S.C. 105(a), 363(b) & (f)  
TO (I) ENTER INTO AN AGENCY AGREEMENT WITH A JOINT VENTURE  
COMPRISED OF GREAT AMERICAN GROUP, LLC, CENTURION SERVICE  
GROUP, COUNSEL RB CAPITAL, LLC AND PERFECTION PLAN LIQUIDATIONS  
FOR THE PURPOSE OF SELLING CERTAIN OF THE DEBTORS' EQUIPMENT  
ASSETS AND (II) SELL CERTAIN EQUIPMENT ASSETS FREE AND CLEAR OF  
LIENS, CLAIMS OR ENCUMBRANCES**

Upon the Motion (the “**Motion**”)<sup>1</sup> of the Debtors for an Order Authorizing the Debtors to (i) Enter into an Agency Agreement with a Joint Venture Comprised of Great American Group, LLC, Centurion Service Group, Counsel RB Capital, LLC and Perfection Plan Liquidations Agent for the Purpose of Selling Certain of the Debtors’ Equipment Assets; and (ii) Sell Certain Equipment Assets Free and Clear of Liens, Claims or Encumbrances; and the Court having subject matter jurisdiction to consider the Motion and the relief request therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 19, 1984 (Ward, Acting C.J.); and the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due, proper and sufficient notice of the Motion having been given, in accordance with the Case Management Order, to the parties identified on the General Service List and the Special Service List (as such terms are identified in the Case Management Order) as well as the Secured Parties; and no other or further notice being necessary; and the Court having considered the Motion and having heard the

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion or the Agency Agreement.



statements in support of the relief requested therein at a hearing before the Court on October 7, 2010 (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and the Court being satisfied based on the representations made in the Motion and that the Debtors’ entry into the Agency Agreement with the Joint Venture in the best interests of the Debtors, their creditors and estates; and that the terms of the Agency Agreement are fair and reasonable; and after due deliberation and for good cause shown,

**IT IS HEREBY ORDERED AND FOUND THAT:**

1. The relief requested in the Motion is granted to the extent provided in this Order.

2. The Agency Agreement (substantially in the form annexed hereto as **Exhibit A** and incorporated herein by reference), the terms and conditions, and the transactions contemplated by the Agency agreement shall be, and are hereby, approved.

3. All amounts payable to the Agent under the Agency Agreement shall be payable to the Agent without the need for a further order of the Court. Failure to include any particular provision of the Agency Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agency Agreement and the terms thereof be authorized and approved in their entirety.

4. The Debtors and the Joint Venture are authorized to take all steps reasonably necessary to sell the Assets, pursuant to and in accordance with the terms of the Agency Agreement and sections 105(a) and 363(b) of the Bankruptcy Code.

5. Upon the Public Sale of the Assets, pursuant to section 363(f) of the Bankruptcy Code, the purchasers will acquire title free and clear of all liens, encumbrances, pledges, mortgages, deeds of trust, security interests, claims, leases, charges, options, rights of



first refusal, easements, servitudes, proxies, voting trusts or agreements, transfer restrictions under any agreement, or other interests (collectively, “**Interests**”), whether arising by statute or otherwise and whether arising before or after the commencement of these Chapter 11 Cases, whether known or unknown, because one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied with regard to each such Interest. Any and all such Interests shall attach to the net proceeds of the Assets, including Guaranteed Amount and Additional Recovery (if any) (collectively, the “**Net Sale Proceeds**”) with the same priority, validity, force, and effect as in effect at the time of the Public Sale.

6. Notwithstanding anything to the contrary in the Agency Agreement or this Order, the Prepetition Senior Lien and the DIP Agent Lien will attach to the Net Sale Proceeds, in the same priority as in effect at the time of the Sale.

7. The Agent shall not be liable for any claims against the Debtors other than as expressly provided for in the Agency Agreement, and the Agent shall have no successor liabilities whatsoever.

8. The provisions of this Order shall be self-executing and each and every federal, state or local agency, department or governmental authority with regulatory authority over the Public Sale, and the newspapers and other advertising media in which the Public Sale may be advertised, are directed to accept this Order as binding authority to consummate the Public Sale, including, without limitation, the conducting and advertising of the Public Sale.

9. The Debtors shall not be required to obtain any approvals, consents, licenses and the like of any such federal, state or local agency, department or governmental authority or comply with any of the Liquidation Laws to effectuate, consummate and implement the Public Sale.



10. All governmental agencies, sheriffs, marshals or other public officers, creditors and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct of the Public Sale of the Assets, nor institute any action in any court (other than before this Court) or before any administrative body which in any way directly or indirectly interferes with or obstructs or impedes the conduct of the Public Sale.

11. As set forth in paragraph 5.1(d) of the Agency Agreement, the Agent shall be granted a first priority security interest and lien upon the Assets to secure Debtors' obligations to Agent up to the amount of the Guaranteed Amount. The Agent's lien on each such Assets shall be terminated on the earlier of: (i) the sale of such Asset to a third party as part of the Public Sale; or (ii) the Removal Date.

12. Upon the receipt of the Net Sale Proceeds, the Debtors are authorized and directed to remit the Net Sale Proceeds to the Prepetition Agent on account of the Prepetition Obligations. The amounts remitted to the Prepetition Agent pursuant to this Order (the **"Proceeds Payments"**) shall be applied by the Prepetition Agent on account of the Prepetition Obligations in accordance with the Prepetition Credit Facility and applicable law. Payment of the Proceeds Payments shall not prejudice any rights of the Creditors' Committee to investigate, challenge or avoid any prepetition liens, claims or security interests of the Prepetition Agent and Prepetition Lenders pursuant to the provisions of the DIP Order.

13. The Court finds that (a) the Assets are subject to a lien and security interest in favor of the DIP Agent for the benefit of the DIP Lenders, (b) pursuant the terms of the DIP Order, the lien and security interest of the DIP Agent is junior in priority to any Permitted Prior Senior Liens (as defined in the DIP Order), and (c) the DIP Agent and the DIP Lenders have consented to the sale of the Assets free and clear of the liens of the DIP Agent and



to remittance of the Net Sale Proceeds to the Prepetition Agent on account of its Permitted Prior Senior Lien. If this Court shall subsequently determine that the payments made to the Prepetition Agent pursuant to this Order are to be returned or disgorged, the lien of the DIP Agent shall immediately and automatically attach to such amounts in a first priority position.

14. This Court shall retain jurisdiction on all matters pertaining to the relief granted herein, including to interpret, implement, and enforce the terms and provisions of the Agency Agreement and this Order.

Dated: October \_\_, 2010  
New York, New York

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THE HONORABLE CECELIA G. MORRIS  
UNITED STATES BANKRUPTCY JUDGE



## **EXHIBIT B**

### Agency Agreement



## EXECUTION COPY

### AGENCY AGREEMENT

This Agency Agreement, dated as of September 14, 2010 (together with any Schedules, Exhibits and attachments hereto, collectively, the "Agreement"), is made by and between Saint Vincents Catholic Medical Centers of New York, a New York corporation with a principal place of business at 450 W. 33<sup>rd</sup> Street, 12<sup>th</sup> Floor, New York, NY 10001 (the "Company") and a joint venture comprised of Great American Group, LLC, a California limited liability company with a principal place of business at 21860 Burbank Blvd., Suite 300 South, Woodland Hills, CA 91367, Centurion Service Group, Counsel RB Capital, LLC and Perfection Plant Liquidations, LLC (collectively, the "Agent").

#### WITNESSETH:

**WHEREAS**, the Company, and certain of its subsidiaries, have filed for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), whose bankruptcy cases (the "Bankruptcy Cases") are being jointly administered under Case No. 10-11963 (CMG);

**WHEREAS**, the Company operates certain facilities on its main Manhattan Campus which buildings' common names are identified on **Exhibit A** hereto (collectively, the "Facilities");

**WHEREAS**, the Company desires, and will seek Bankruptcy Court authorization, to enter into this Agreement, pursuant to which the Agent shall act as the Company's exclusive agent for the limited purposes of selling all of the Assets (as hereinafter defined) located in the Facilities as specifically contemplated by this Agreement; and

**WHEREAS**, the Agent is willing to serve as the Company's agent, for the purpose of providing such services, upon the terms and conditions and in the manner set forth in this Agreement, as approved by the Bankruptcy Court.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the respective meanings indicated:

1.1 "Agency Account" shall mean one or more of accounts established or owned by the Agent, dedicated solely for the deposit of the Sale Proceeds and the disbursement of amounts payable to the Agent hereunder.

1.2 "Approval Order" shall mean a Bankruptcy Court order (or orders) authorizing the Company to (a) enter into this Agreement, (b) payment to the Agent without further order of



the Bankruptcy Court of the fee and reimbursement of the Sale Expenses as set forth in the Agreement, and (c) sell the Assets free and clear of any liens, claims or encumbrances.

1.3 “Assets” shall mean the Company’s tangible personal property, including supplies, instruments, rolling stock, endoscopy scopes and other medical equipment, located at the Facilities, including, but not limited to, at a minimum those assets set forth on **Schedule 1.3** hereto. Assets shall exclude personal property marked as “Leased – Material” or “Rental – Material” on **Schedule 1.3** and the Excluded Assets.

1.4 “Excluded Assets” shall mean: (i) any assets whose ownership is disputed, (ii) any assets listed on **Schedule 1.3** as “Leased – Material” and “Rental – Material”, (iii) religious articles and iconography and (iv) assets referenced in **Schedule 1.4**.

1.5 “Facilities” shall mean the Company’s main Manhattan Campus, which building’s common names are specifically identified on **Exhibit A**. The Company’s “O’Toole Building” is specifically excluded from the Facilities.

1.6 “Guaranteed Amount” shall have the meaning set forth in Section 5.1(a).

1.7 “Removal Date” shall mean the business day that is 120 days after entry of the Approval Order, unless mutually agreed by the Agent and the Company in writing; provided, however, the Agent reserves the right to abandon its interests in the Assets (pursuant to this Agreement) and, as such, leave at the Facilities, in a neat and orderly matter, any Assets that have not been removed from the Facilities by the Removal Date, at no cost to the Agent.

1.8 “Sale” shall mean an orderly liquidation followed by a live and/or online auction of the Assets, which auction the Agent anticipates will occur at the Sale Location on or about 60 days after entry of the Approval Order, which date may be changed or extended if mutually agreed upon in writing by the Company and the Agent.

1.9 “Sale Expenses” shall mean direct operating expenses incurred in connection with the Sale. The Sale Expenses shall include, without limitation, any costs associated with moving Assets within, out of and between the Facilities. The Sales Expenses shall not include the occupancy costs of the Facilities and the Sales Taxes.

1.10 “Sale Location” shall mean 170 W. 12<sup>th</sup> Street, New York, NY 10011.

1.11 “Sale Proceeds” shall mean the total amount of proceeds of all Sales made under this Agreement (exclusive of Sales Taxes), as well as all proceeds of the Company’s insurance (net of deductible) directly attributable to the loss or damage to Assets during the Sale Term.

1.12 “Sale Term” shall mean the period of time beginning with the date the Bankruptcy Court enters the Approval Order and ending on the Removal Date.

1.13 “Sales Taxes” shall all sales, excise, gross receipts, and other taxes attributable to the Sale of the Assets (other than taxes on income) payable to any taxing authority having jurisdiction.



1.14 “Services” shall mean the services to be performed by the Agent pursuant to Section 2.2 of this Agreement.

## **2. AGREEMENT TO ACT AS THE COMPANY’S EXCLUSIVE AGENT**

2.1 Subject to the Bankruptcy Court approval and the satisfaction of the conditions set forth below, throughout the Sale Term, the Agent shall serve as the Company’s sole and exclusive agent in connection with the conduct of the Sale.

2.2 On the terms and conditions set forth herein, commencing after execution of this Agreement and satisfaction of the conditions precedent hereunder, the Agent shall provide the Company with the following Services with respect to the conduct of the Sale:

- (i) supervise the inspection of the Assets and conduct the Sale;
- (ii) implement commercially reasonable advertising (including brochures and web site listings) to sell the Assets during the Sale Term, provided, however, that the content, scope, manner and form of all advertising and marketing materials (including, but not limited to, all signage, print advertisements and other publically disseminated materials) will be subject to the Company’s sole prior review and written approval;
- (iii) provide such other related services deemed necessary or prudent by the Company and the Agent under the circumstances presented; and
- (iv) provide the Company with reporting and reconciliation of accounting information of the Sale Proceeds and Sale Expenses in form reasonably acceptable to the Company as set forth in Section 5.4 hereof.

2.3 Except for incurring Sale Expenses in connection with the Sale and as otherwise specifically provided in this Agreement, the Agent shall have no authority to enter into any contract, agreement or other arrangement or take any other action, by or on behalf of the Company, that would have the effect of creating any obligation or liability, present or contingent, on behalf of or for the account of the Company without the Company’s prior written consent.

2.4 All Sales of Assets shall be made by the Agent as agent in fact for the Company. Title to the Assets shall remain with the Company throughout the Sale Term, unless and until paid for by, and transferred to, a purchaser through the Sale.

2.5 Subject to the terms and conditions of this Agreement during the Sale Term, the Agent shall be the sole party authorized to sell the Assets. The Assets will be sold in such lots as the Agent may determine.

2.6 The Agent is authorized to accept cash, wires, nationally recognized bank credit cards and guaranteed checks as payment for the Assets sold.

2.7 Subject to the Agent’s compliance with applicable law, all sales of Assets will be “final sales” and “as is” and all advertisements and sales receipts will reflect the same. The



Agent shall not make any representations with respect to the Assets, including as to merchantability or fitness, and without warranty or agreement as to the condition of such Assets. The Company acknowledges that the Agent is acting solely in the capacity of the Agent for the Company and has no knowledge with respect to the fitness or usability of any of the Assets. The Agent will not use, alter or repair any of the Assets for any particular purpose or otherwise. The Company shall indemnify and hold the Agent harmless against any third party claim with regard to merchantability or use of the Assets, subject to Section 8.1 below.

2.8 Notwithstanding anything to the contrary set forth herein, the Agent shall exercise commercially reasonable efforts to sell all of the Assets during the Sale Term.

### **3. SALES EXPENSES**

3.1 To the extent that Sale Expenses must be paid in advance of receipt of proceeds of the Sale, subject to satisfaction of the conditions precedent hereunder, the Agent shall advance payment of such Sale Expenses subject to reimbursement as provided in Section 5.2 below by wire transfer of immediately available funds.

3.2 The Agent shall be the sole party responsible for the payment of all Sale Expenses whether or not there are sufficient Sale Proceeds collected to pay such Sale Expenses after the payment of the Guaranteed Amount.

### **4. SALES TAXES**

4.1 Sales Taxes shall be added to the sales price of the Assets and collected by Agent, on the Company's behalf, at the time of the Sale; provided, however, the Company acknowledges that the Agent will be accepting tax exempt sales to customers with resale certificates or that are otherwise not subject to Sales Taxes. All Sales Taxes shall be deposited into the Agency Account.

4.2 The Agent shall promptly prepare all reporting forms, certificates, reports and other documentation required in connection with the payment of the Sales Taxes to the appropriate taxing authorities, and remit such documentation to the Company for final approval.

4.3 The Agent shall either (a) pay all Sales Taxes and file all applicable reports and documents required by the applicable taxing authorities, or (b) promptly remit such reports and documents to the Company for payment and filing.

4.4 If the Agent fails to perform its responsibilities in accordance with this Section 4, the Agent shall indemnify and hold harmless the Company from and against any and all costs, including without limitation, reasonable legal fees, assessments, fines or penalties that the Company sustains or incurs as a result of the Agent's failure to collect the Sales Taxes, remit Sales Taxes, and/or Agent's failure to promptly prepare or deliver any and all reports and other documents required to enable the Company to file any requisite returns with such taxing authorities.



## 5. AGENT'S FEES

### 5.1 Guaranteed Amount; Deposit

- (a) Subject to the satisfaction of the conditions hereunder, the Agent hereby guarantees that the Sale Proceeds shall be no less than **\$3,630,000** (the "Guaranteed Amount").
- (b) Within one (1) business day from Agent's execution of this Agreement, the Agent shall deliver, by wire transfer and in immediately available funds, a good faith deposit of **\$72,600** to an account designated by the Company representing a portion of the Guaranteed Amount. The Deposit shall be applied to the full payment of the Guaranteed Amount as set forth in subsection (c) below.
- (c) Absent an Event of Default by the Company, the Agent shall deliver the remaining portion of the Guaranteed Amount (after giving credit to the Deposit) by wire transfer to the Company's designated account, no later than two business days after the entry of the Approval Order.
- (d) In consideration of Agent's payment of the Guaranteed Amount, upon the Company's receipt of the Guaranteed Amount, the Company hereby grants to Agent a first priority security interest and lien upon the Assets to secure Company's obligations to Agent up to the amount of the Guaranteed Amount pursuant to this Agreement. Company shall execute all such documents and take all such other actions as are reasonably required to perfect and maintain such security interest as a valid and perfected first priority security interest in the Assets.

5.2 Subject to Section 5.5 below, the Sale Proceeds shall be disbursed as follows: (a) the initial proceeds in the amount of the Guaranteed Amount shall be paid to the Agent to reimburse payment of the Guaranteed Amount; (b) with respect to the proceeds beyond the Guaranteed Amount (if any), the next \$750,000 shall be paid to reimburse the Agent for the Sale Expenses and, the remainder, to be paid as an "initial fee;" and (c) with respect to the proceeds beyond \$4,380,000, such proceeds shall be divided 75% to the Company and 25% to the Agent.

5.3 The Agent may charge and retain a customary buyer's premium to all purchasers of up to twelve percent (12%). Any such buyer's premium collected will not be considered Sale Proceeds hereunder and will not be subject to distribution as provided in Section 5.2 above.

5.4 The Agent shall keep records of the sale price offered and paid for the Assets, the Sale Proceeds, as well as all Sale Expenses incurred by the Agent. Within fifteen (15) business days following the completion of the auction, the Agent shall provide the Company with a preliminary written accounting of the Sale Proceeds and Sale Expenses. Within fifteen (15) business days following the completion of the Sale Term, the Agent shall provide the Company with a final written accounting of the Sale Proceeds and Sale Expenses, a reasonably detailed statement of the specific Services rendered by the Agent, and a calculation of the balance due to the Agent pursuant to Section 5.2 above (the "Report of Sale"), and shall pay the balance due to



the Company hereunder. The Report of Sale shall satisfy any requirements of Sections 327, 328, 330, 331 and 363 of the Bankruptcy Code, Rule 2016 of the Federal Rules of Bankruptcy Procedure in terms of the Agent's compensation above, and the Approval Order, as applicable.

5.5 All Sale Proceeds (including credit card proceeds) shall be deposited into the Agency Account. The Agent shall pay any Sale Proceeds due to the Company pursuant to Section 5.2 above by wire transfer of immediately available funds along with the accounting referred to in Section 5.4 above.

## **6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF AGENT**

6.1 The Agent hereby represents, warrants and covenants in favor of the Company as follows:

- (a) The Agent has taken all necessary action required to authorize the execution, performance and delivery of this Agreement, and to consummate the transactions contemplated herein;
- (b) This Agreement is a valid binding obligation of the Agent enforceable in accordance with its terms;
- (c) To the best of the Agent's knowledge, no action or proceeding has been instituted or threatened affecting the consummation of this Agreement or the transactions contemplated herein;
- (d) Prior to the date hereof, the Agent has taken its own physical inventory of the Assets and, other than as specifically set forth in subsection 6.1(i) below, Agent agrees and acknowledges that it shall not have any rights to make any adjustments to the Guaranteed Amount or to change the disbursement allocation of the Sale Proceeds (as set forth in Section 5.5 hereof) if the Assets that are actually available for and sold at the Sale vary in any respect (including quantity, quality, condition or otherwise) from the Assets listed on **Schedule 1.3**;
- (e) The Agent's use and occupancy of the Facilities shall be consistent with the terms of this Agreement;
- (f) The Agent shall not augment the Assets (or the Sale thereof) with additional assets or goods not listed on **Schedule 1.3** hereto;
- (g) The Agent will conduct the Sale in accordance with any and all state and all applicable standards and state and federal laws, rules and regulations governing such transactions or events;
- (h) The Agent shall not market or sell as part of the Sale either the personal property marked as "Leased – Material" or "Rental – Material" on **Schedule 1.3** or the Excluded Assets; and



- (i) Within five (5) business days from the date hereof, the Agent shall inspect the Assets and provide the Company with a list (“Core Asset List”) of the “core” Assets (the “Core Assets”) located at the Facilities at the time of the inspection, that must be available for the Sale, which list must be reasonably acceptable to the Company (in consultation with the Official Committee of Unsecured Creditors and the debtor-in-possession agent). The Core Assets List shall not include: (i) any Excluded Assets, (ii) any assets whose ownership is disputed (including, without limitation, certain scopes or monitors claimed to be owned by and leased from TD Equipment Finance or its affiliates, successors or assigns), (iii) any assets listed on **Schedule 1.3** as “Leased – Material” and “Rental – Material” and (iv) any religious articles and iconography. The Core Asset List shall contain a reasonable allocation of the Guaranteed Amount for each Core Asset (each an “Allocated Amount”) reasonably acceptable to the Company (in consultation with the Official Committee of Unsecured Creditors and the agent for the debtor-in-possession lenders). In no event shall the aggregate value of all the Allocated Amounts exceed the Guaranteed Amount. If any of the Core Assets are not available for Sale, the Guaranteed Amount shall be reduced by the applicable Allocated Amount for such Core Assets, less any insurance proceeds received for such Core Assets in accordance with the terms of this Agreement.

## **7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF COMPANY**

7.1 The Company hereby represents, warrants and covenants in favor of the Agent as follows:

- (a) Subject to the entry of the Approval Order, the Company has taken all necessary action required to authorize the execution, performance and delivery of this Agreement, and has taken all steps necessary and has good and valid authority to consummate the transactions contemplated hereby, including the Sale;
- (b) Subject to the entry of the Approval Order, this Agreement is a valid and binding obligation of the Company enforceable in accordance with its terms;
- (c) Subject to the entry of the Approval Order, the Company has legal authority to sell the Assets free and clear of any liens, claims or encumbrances pursuant to Section 363 of the Bankruptcy Code;
- (d) The Approval Order shall provide for the Sale of the Assets free and clear of any liens, claims or encumbrances;
- (e) To the best of the Company’s knowledge, no action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or government body has been instituted by or against the Company or has



been settled or resolved, is threatened against the Company or the Company's business, or, that questions the validity of this Agreement or that, if adversely determined, would adversely affect the conduct of the Sale; and

- (f) Unless otherwise agreed to in writing by the Company, throughout the Sale Term, the Agent shall have the right, as reasonably required by the Agent, during normal business hours to the use and occupancy of, and peaceful and quiet possession of, space in the Facilities to allow the removal of the Assets and, with respect to the Sale Location, to conduct the Sale on weekdays during the hours between 9:00 a.m. and 7:00 p.m. (Eastern time). The Company shall from the date hereof until the end of the Sale Term make reasonable efforts to maintain in good working order, condition and repair, at its sole expense, all heating systems, air conditioning systems, and all other mechanical devices reasonably necessary to allow for the conduct of the Sale and the removal of the Assets from the Facilities during such hours.

## **8. AFFIRMATIVE DUTIES OF AGENT**

8.1 The Agent shall reimburse, indemnify, defend and hold the Company and its officers, directors, agents, and employees, harmless from and against any damage, loss, expense (including reasonable legal fees) or penalty, or any claim or action therefore, by or on behalf of any person, arising out of conduct of the Sale (including the Agent's representations as to the use or merchantability of any of the Assets) or breach of this Agreement by the Agent, its employees, representatives, agents or independent contractors, as well as any claims asserted by the Agent's employees or agents, including the Agent's employees' or agents' payroll or benefit claims (including, but not limited to, wage claims, claims for taxes required to be withheld from wages, social security, etc.), workers compensation or unemployment compensation claims.

8.2 The Agent shall provide, at the Agent's sole expense, sufficient labor for the conduct of the Sale (including auctioneers, accounting support, personnel to register bidders) and moving, transferring or consolidating Assets out of or within the Sale Location (including sufficient insurance), payment for which shall be included as part of the Sale Expenses.

8.3 The Agent shall provide the Company with the Report of Sale within fifteen (15) days after the completion of the Sale.

## **9. AFFIRMATIVE DUTIES OF COMPANY**

9.1 The Company shall be solely liable for any expenses (other than the Sale Expenses) incurred in connection with the maintenance or operation of the Facilities, including but not limited to occupancy costs, utilities, security, local telephone, trash services, property taxes and any other related costs.

9.2 The Company shall and hereby agrees to defend, indemnify, and hold harmless the Agent and its agents, employees, and principals from any and all known or unknown losses, damages (including without limitation, any personal injury, death or property damage),



liabilities, claims, actions (including removal of toxic waste), judgments, penalties and fines, reasonable legal fees or other reasonable expenses which the Agent may incur as a direct consequence in whole or in part of: (i) the environmental condition of the real property on which the Facilities are located, and/or any asserted damage, if any, to adjacent land owners; (ii) the Company's failure to pay over to the appropriate taxing authority any taxes required to be paid by the Company during the Sale Term in accordance with applicable law (other than Sales Taxes); (iii) negligent or intentional acts or omissions of the Company or its agents, employees, representatives and principals in connection with the Sale; and/or (vi) the breach by the Company of any of its representations, warranties or other obligations under this Agreement.

9.3 The Agent shall be authorized to use the name "Saint Vincents Catholic Medical Center of New York" in its advertising of the Sale of the Assets and in its promotional materials, so long as such advertisement is made in accordance with section 2.2 hereof.

9.4 To the extent applicable and reasonably obtainable, the Company shall deliver to the Agent the corresponding titles for all titled assets included in the Assets.

## **10. CONDITIONS PRECEDENT**

10.1 The willingness of the Agent and the Company to enter into this Agreement, are directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by the applicable party:

- (a) All representations, covenants, and warranties of the Agent and the Company hereunder shall be true and correct in all material respects, and no Event of Default (as defined below) shall have occurred as of the date the Approval Order has been entered;
- (b) The Company and Agent have agreed to the Core Asset List as of the date that is five business days prior to the date of the Bankruptcy Court hearing seeking the entry of the Approval Order;
- (c) By no later than October 21, 2010, the Bankruptcy Court shall have entered the Approval Order.

## **11. INSURANCE**

11.1 The Company shall continue until the Removal Date, in an amount of at least the Guaranteed Amount, all of its liability insurance policies including, but not limited to, products liability, comprehensive public liability, auto liability and umbrella liability insurance, covering injuries to persons and property in the Facilities, as well as casualty insurance with respect to the Assets in an amount as it currently has in effect, and shall cause the Agent to be named an additional named insured with respect to all such policies. The Company shall be responsible for the payment of all deductibles, self-insurance and other amounts payable in connection with any claim asserted under such policies, except for any claims arising directly from the gross negligence or willful misconduct of the Agent, or its employees, representatives, or agents.



11.2 The Agent shall maintain at the Agent's cost and expense throughout the Sale Term comprehensive public liability insurance policies covering injuries to persons and property in or in connection with the Agent's services under this Agreement (including, without limitation with respect to removing the Assets from the Facilities), of at least \$1,000,000 and shall cause the Company to be an additional insured with respect to all such policies. The Agent shall deliver a certificate evidencing such insurance to the Company within five (5) days of execution of this Agreement. In the event of a claim under such policies, the Agent shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, to the extent said claim arises from or relates to the alleged acts or omissions of the Agent or the Agent's employees, agents or independent contractors

## **12. DEFAULTS**

12.1 The following shall constitute "Events of Default" hereunder:

- (a) The failure by the Agent or the Company to perform any of their respective material obligations hereunder, which failure remains uncured seven (7) days after receipt of written notice thereof to the defaulting party; or
- (b) Any representation or warranty made by the Company or the Agent proves untrue in any material respect as of the date made and throughout the Sale Term, and to the extent curable, remains uncured seven (7) days after receipt of written notice thereof to the defaulting party; or
- (c) The Sale is terminated, materially interrupted or impaired for any reason other than (i) an Event of Default by the Agent or the Company, (ii) any other material breach or action by the Agent or the Company not authorized hereunder, or (iii) circumstances outside of the Company's reasonable control.

12.2 Upon occurrence of an Event of Default (which remains uncured beyond the applicable cure period), the non-defaulting party may, in its discretion, elect to terminate this Agreement upon three (3) business days written notice to the other party.

12.3 Any party's damages or entitlement to equitable relief on account of an Event of Default shall be determined by the Bankruptcy Court.

## **13. MISCELLANEOUS**

13.1 Any notice or other communication under this Agreement shall be in writing and may be delivered personally or sent by facsimile or by prepaid registered or certified mail, addressed as follows:

- (i) in the case of the Agent:

Great American Group, LLC  
Nine Parkway North Suite 300



Deerfield, IL 60015  
Attn: Mark P. Naughton,  
Senior Vice President/General Counsel  
Phone: 847-444-1400  
Fax: 847-444-1401  
Email: mnaughton@greatamerican.com

(ii) in the case of the Company:

Saint Vincents Catholic Medical Center of New York  
450 W. 33<sup>rd</sup> Street  
New York, NY 10001  
Attn: Steve Korf  
Phone: 212-356-5962  
Fax: 212-370-4520  
email: steve.korf@gt.com

with copy to:

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Attn: Adam C. Rogoff, Esq.  
Phone: 212-756-9285  
Fax: 212-715-8000  
email: arogoff@kramerlevin.com

13.2 This Agreement shall be governed by and interpreted in accordance with the Bankruptcy Code and the internal laws of the State of New York, without reference to any conflict of laws provisions.

13.3 In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect.

13.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by the Company and the Agent.

13.5 This Agreement may not be modified or amended except by writing executed by all of the parties hereto.

13.6 Neither the Company nor the Agent shall assign this Agreement without the express written consent of the other. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.



13.7 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Delivery by facsimile of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

13.8 Nothing contained hereof shall be deemed to create any relationship between the Agent and the Company other than an agency relationship subject to the terms and conditions of this contract. It is stipulated that the Company and the Agent are not neither partners or joint venturers with each.

**[Signature Pages on Next Page]**



AGENT – A JOINT VENTURE COMPRISED OF:

GREAT AMERICAN GROUP, LLC

By:

Mark P. Haffert

Its:

Senior VP / General Counsel

CENTURION SERVICE GROUP

By:

AS

Its:

CEO

COUNSEL RB CAPITAL, LLC

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

Its: \_\_\_\_\_

PERFECTION PLANT LIQUIDATIONS, LLC

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

Its: \_\_\_\_\_

-AND-

COMPANY –

SAINT VINCENTS CATHOLIC MEDICAL  
CENTERS OF NEW YORK

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

Its: \_\_\_\_\_



AGENT – A JOINT VENTURE COMPRISED OF:

GREAT AMERICAN GROUP, LLC

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

Its: \_\_\_\_\_

CENTURION SERVICE GROUP

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

Its: \_\_\_\_\_

COUNSEL RB CAPITAL, LLC

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

Its: \_\_\_\_\_ Co-CEO

PERFECTION PLANT LIQUIDATIONS, LLC

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

Its: \_\_\_\_\_

-AND-

COMPANY –

SAINT VINCENTS CATHOLIC MEDICAL  
CENTERS OF NEW YORK

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

Its: \_\_\_\_\_



AGENT – A JOINT VENTURE COMPRISED OF:

GREAT AMERICAN GROUP, LLC

By: Mark P. Lafont

Its: Senior VP/General Counsel

CENTURION SERVICE GROUP

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

Its: \_\_\_\_\_

COUNSEL RB CAPITAL, LLC

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

Its: \_\_\_\_\_

PERFECTION PLANT LIQUIDATIONS, LLC

By: [Signature]

Its: CEO

-AND-

COMPANY –

SAINT VINCENTS CATHOLIC MEDICAL  
CENTERS OF NEW YORK

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

Its: \_\_\_\_\_



**AGENT – A JOINT VENTURE COMPRISED OF:**

**GREAT AMERICAN GROUP, LLC**

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

Its: \_\_\_\_\_

**CENTURION SERVICE GROUP**

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

Its: \_\_\_\_\_

**COUNSEL RB CAPITAL, LLC**

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

Its: \_\_\_\_\_

**PERFECTION PLANT LIQUIDATIONS, LLC**

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

Its: \_\_\_\_\_

**-AND-**

**COMPANY –**

**SAINT VINCENTS CATHOLIC MEDICAL  
CENTERS OF NEW YORK**

By: *Steven R. KF*

Its: *Chief Financial Officer*



## **Exhibit A**

### **List of Facilities:**

Smith/Raskob Building

Coleman/Link Pavilion

Spellman Pavilion

Cronin Building

The Triangle (Materials Handling Center)

Nurses Residence



## **Schedule 1.3**

### **Assets**



Due to their voluminous nature, copies of the schedules to the Agency Agreement can be obtained, without charge, on the Debtors' website: [www.svcmc restructuring.com](http://www.svcmc restructuring.com), or can be downloaded, for a fee, at the Courts website: [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov).



## **Schedule 1.4**

### **Excluded Assets**



Due to their voluminous nature, copies of the schedules to the Agency Agreement can be obtained, without charge, on the Debtors' website: [www.svcmc restructuring.com](http://www.svcmc restructuring.com), or can be downloaded, for a fee, at the Courts website: [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov).



## **EXHIBIT B**



## SERVICE LIST

Claim Name	Address Information
AKIN GUMP STRAUSS HAUER & FELD LLP	ONE BRYANT PARK ATTN: DAVID H. BOTTER & KENNETH DAVIS (COUNSEL FOR OFFICIAL COMMITTEE OF UNSECURED CREDITORS) NEW YORK NY 10036
AKIN GUMP STRAUSS HAUER & FELD LLP	ROBERT S. STRAUSS BUILDING 1333 NEW HAMPSHIRE AVENUE, N.W. ATTN: ASHLEIGH BLAYLOCK, ESQ. (PROPOSED COUNSEL FOR OFFICIAL COMMITTEE OF UNSECURED CREDITORS) WASHINGTON DC 20036-1564
AKIN GUMP STRAUSS HAUER & FELD LLP	1700 PACIFIC AVENUE, SUITE 4100 ATTN: SARAH SCHULTZ, ESQ. (PROPOSED COUNSEL FOR OFFICIAL COMMITTEE OF UNSECURED CREDITORS) DALLAS TX 75201-4675
ANDREW M. CUOMO	ATTORNEY GENERAL FOR THE STATE OF NEW YORK 120 BROADWAY, 24TH FLOOR NEW YORK NY 10271
APTIUM ONCOLOGY	8201 BEVERLY BOULEVARD ATTN: PETER J. ROGERS CFO AND EXECUTIVE VICE PRESIDENT LOS ANGELES CA 90048-4505
ASSISTANT UNITED STATES ATTORNEY	SOUTHERN DISTRICT OF NEW YORK ONE ST. ANDREW'S PLAZA CLAIMS UNIT - ROOM 417 NEW YORK NY 10007
ATTORNEY GENERAL OF THE STATE OF NEW YORK	ATTN: NEAL S. MANN, ASSISTANT ATTORNEY GENERAL (ON BEHALF OF THE DEPARTMENT OF HEALTH) 120 BROADWAY - 24TH FLOOR NEW YORK NY 10271
BAYARD	COUNSEL TO MED-MAL TRUSTEE, CHRISTIANA BANK 222 DELAWARE AVENUE, SUITE 900 ATTN: NEIL B. GLASSMAN, ESQ. ASHLEY B. STITZER, ESQ. WILMINGTON DE 19801
CHAPELL & ASSOCIATES, LLC	PRIVACY OMBUDSMAN ATTN: ALAN CHAPELL 297 DRIGGS AVENUE, SUITE 3A BROOKLYN NY 11222
CITY OF NEW YORK	DEPT OF HEALTH & MENTAL HYGIENE 125 WORTH STREET ATTN: WILLIAM MARTIN, ESQ. NEW YORK NY 10013
COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.	ATTN: MICHAEL D. SIROTA & NEIL Y. SIEGEL (COUNSEL TO RUDIN DEVELOPMENT LLC) 25 MAIN STREET P.O. BOX 800 HACKENSACK NJ 07601
COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.	ATTN: MICHAEL D. SIROTA & NEIL Y. SIEGEL (COUNSEL FOR RUDIN DEVELOPMENT, LLC) 900 THIRD AVE., - 16TH FLOOR NEW YORK NY 10022
COOLEY GODWARD KRONISH LLP	COUNSEL TO MEDMAL TRUST MONITOR, M. KATZENSTEIN (OFFICIAL COMMITTEE OF UNSECURED CREDITORS) 1114 AVENUE OF THE AMERICAS ATTN: RICHARD S. KANOWITZ, ESQ. & SETH VAN AALTEN NEW YORK NY 10036
CORPORATE TRUST ADMINISTRATION	CHRISTIANA BANK & TRUST COMPANY 300 DELAWARE AVENUE, SUITE 714 ATTN: RAYE D. GOLDSBOROUGH, ASST. VICE PRESIDENT WILMINGTON DE 19801
EPSTEIN BECKER & GREEN, P.C.	ATTN: PHILIP M. GASSEL, STEVEN E. FOX AND WENDY G. MARCARI, ESQ. 250 PARK AVENUE, 11TH FLOOR (ON BEHALF OF APTIUM W. NEW YORK, INC.) NEW YORK NY 10017
GARFUNKEL WILD, P.C.	111 GREAT NECK ROAD SUITE 503 ATTN: ROBERT A. WILD, ESQ., BURTON WESTON, ESQ. GREAT NECK NY 11021
GOLDFARB & FLEECE	ATTN: NEAL A. WEINSTEIN (COUNSEL TO RUDIN DEVELOPMENT, LLC) 345 PARK AVENUE NEW YORK NY 10154
GRANT THORNTON	666 THIRD AVENUE, 13TH FLOOR ATTN: MARTI KOPACZ NEW YORK NY 10017
INTERNAL REVENUE SERVICE	SPECIAL PROCEDURES BRANCH ATTN: DISTRICT DIRECTOR 290 BROADWAY NEW YORK NY 10007
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION 11601 ROOSEVELT BLVD MAIL DROP N781 PHILADELPHIA PA 10154
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION PO BOX 21126 PHILADELPHIA PA 19114-0326
JEFFREY M. POHL, ESQ.	GENERAL COUNSEL DORMITORY AUTHORITY STATE OF NEW YORK 515 BROADWAY ALBANY NY 12207-2964
KRAMER LEVIN NAFTALIS & FRANKEL LLP	1177 AVENUE OF THE AMERICAS ATTN: KENNETH H ECKSTEIN, ESQ, ADAM C ROGOFF, ESQ P. BRADLEY O'NEILL, ESQ., GREGORY G. PLOTKO, ESQ. NEW YORK NY 10036
LAW OFFICE OF AVRUM J. ROSEN, PLLC	ATTN: AVRUM J. ROSEN (COUNEL TO NEW YORK STATE NURSE'S ASSOCIATION) 38 NEW STREET HUNTINGTON NY 11743
LEVY RATNER, P.C.	(ON BEHALF OF 1199 SEIU BENEFIT FUND) ATTN: RYAN J. BARBUR, SUZANNE HEPNER ATTN: NICOLE D. GRUNFELD 80 EIGHTH AVENUE, 8TH FLOOR NEW YORK NY 10011
LOCAL 803 HEALTH & WELFARE FUND	75 MAIDEN LANE NEW YORK NY 10038-4631
NEW YORK CITY LAW DEPARTMENT	100 CHURCH STREET ATTN: GABRIELA P. CACUCI, ASSISTANT CORP COUNSEL ATTORNEYS FOR THE CITY OF NEW YORK AND AGENCIES NEW YORK NY 10007



## SERVICE LIST

Claim Name	Address Information
NEW YORK STATE DEPARTMENT OF HEALTH	ATTN: TOM JUNG 433 RIVER STREET, 6TH FLOOR TROY NY 12180
NEW YORK STATE DEPARTMENT OF HEALTH	OFFICE OF THE COMMISSIONER CORNING TOWER EMPIRE STATE PLAZA ROOM 2450, ATTN: JOSEPH BIERMAN ALBANY NY 12237
NEW YORK STATE DEPT. OF TAXATION & FINANCE	TAX COMPLIANCE DIVISION 55 HANSON PLACE ATTN: P. WILLIAMSON BROOKLYN NY 11217
NEW YORK STATE NURSES ASSOCIATION	ATTN: THOMAS JENNINGS (OFFICIAL COMMITTEE OF UNSECURED CREDITORS) 120 WALL ST. NEW YORK NY 10005
NYS DEPT. OF TAXATION & FINANCE	BANKRUPTCY/SPECIAL PROCEDURES SECTION P.O. BOX 5300 ALBANY NY 12205-0300
NYS UNEMPLOYMENT INSURANCE FUND	P.O. BOX 551 ALBANY NY 12201
NYSNA BENEFITS	1 PINE WEST BUILDING ALBANY NY 12205
OFFICE OF THE MEDICAID INSPECTOR GENERAL	800 NORTH PEARL STREET ATTN: JAMES G. SHEEHAN ALBANY NY 12204
OFFICE OF THE UNITED STATES ATTORNEY GENERAL	U.S. DEPARTMENT OF JUSTICE 950 PENNSYLVANIA AVENUE, NW ATTN: ERIC H. HOLDER, JR, ATTORNEY GENERAL WASHINGTON DC 20530-0001
OFFICE OF THE UNITED STATES TRUSTEE	FOR THE SOUTHERN DISTRICT OF NEW YORK 33 WHITEHALL STREET, 21ST FLOOR ATTN: SUSAN GOLDEN, ESQ. ATTN: SERENE NAKANO, ESQ. NEW YORK NY 10004
PENSION BENEFIT GUARANTY CORPORATION	ATTN: BRAD ROGERS, ESQ. & SUZANNE KELLY (OFFICIAL COMMITTEE OF UNSECURED CREDITORS) OFFICE OF THE GENERAL COUNSEL 1200 K STREET, N.W. SUITE 340 WASHINGTON DC 20005-4026
SAINT VINCENTS CATHOLIC MEDICAL CENTERS	OF NEW YORK ET AL 170 W. 12TH STREET, SMITH 5 ATTN: JENNIFER COFFEY, ESQ. DEPUTY GENERAL COUNSEL NEW YORK NY 10011
SIDLEY AUSTIN LLP	787 SEVENTH AVENUE ATTN: LEE S. ATTANASIO, ESQ. NEW YORK NY 10019
SPECIAL & SUPERIOR OFFICERS BENEVOLENT ASSOCIATION	200B WEST MAIN ST BABYLON NY 11702
STATE OF NEW YORK DEPARTMENT OF LABOR	UNEMPLOYMENT INSURANCE DIVISION GOVERNOR W. AVERELL OFFICE BUILDING CAMPUS BUILDING 12, ROOM 256 ALBANY NY 12240
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	ATTN: JOEL LERNER JACOB JAVITS FEDERAL BUILDING 26 FEDERAL PLAZA - SUITE 3312 NEW YORK NY 10278
WEISS & ZARETT, P.C.	(COUNSEL TO COMMITTEE OF INTERNS & RESIDENTS) ATTN: MICHAEL D. BROFMAN, ESQ. 3333 NEW HYDE PARK ROAD, SUITE 211 SUITE 211 NEW HYDE PARK NY 11042
WINSTON & STRAWN LLP	COUNSEL TO GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT 200 PARK AVENUE ATTN: DAVID NEIER, ESQ. NEW YORK NY 10166-4193
WINSTON & STRAWN LLP	COUNSEL TO GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT 101 CALIFORNIA STREET ATTN: RANDY ROGERS, ESQ. SAN FRANCISCO CA 94111-5802

<b>Total Creditor count 46</b>
--------------------------------



## **EXHIBIT C**



## SERVICE LIST

Claim Name	Address Information
BORAH, GOLDSTEIN, ALTSCHULER, NAHINS & GOIDEL,	P.C. ATTN: JEFFREY C. CHANCAS, ESQ. (COUNSEL TO DADOURIAN EXPORT CORP.) 377 BROADWAY NEW YORK NY 10013
EMPIRE BLUE CROSS BLUE SHIELD	ATTN: LOUIS BENZA, ESQ. ASSOCIATE GENERAL COUNSEL (ON BEHALF OF EMPIRE HEALTHCHOICE ASSURANCE, INC) 15 METRO TECH CENTER 4TH FLOOR BROOKLYN NY 11201
FARRELL FRITZ, P.C.	1320 RXR PLAZA ATTN: PATRICK COLLINS (COUNSEL TO MED WORLD ACQUIS. CORP & SHORE PHARMACEUTICAL PROVIDERS, INC.) UNIONDALE NY 11556-1320
FRENKEL, LAMBERT, WEISS, WEISMAN & GORDON, LLP	ATTN. LINDA P. MANFREDI, ESQ. (COUNSEL TO NOUVEAU ELEVATOR INDUSTRIES, INC.) 20 WEST MAIN STREET BAY SHORE NY 11706
LEVER & STOLZENBERG, LLP	ATTN: JAMES M. MARINO (ON BEHALF OF MARGARET GERNON) 303 OLD TARRYTOWN ROAD WHITE PLAINS NY 10603
MICHAEL G. MC AULIFFE, ESQ.	(COUNSEL TO HOSPITAL FINANCE SERVICES CORP. 48 SOUTH SERVICE ROAD, SUITE 102 MELVILLE NY 11747
MORRISON COHEN LLP	ATTN: MICHAEL R. DAL LAGO, ESQ. (ON BEHALF OF EMPIRE HEALTHCHOICE ASSURANCE, INC.) 909 THIRD AVENUE NEW YORK NY 10022
POLLACK & SHARAN, LLP	ATTN: ADAM PAUL POLLACK (ATTORNEYS FOR 13-15 SHERIDAN SQUARE LLC) 15 MAIDEN LANE, SUITE 1400 NEW YORK NY 10038
RAY QUINNEY & NEBEKER P.C.	ATTN: MICHAEL W. SPENCE & RICHARD H. MADSEN P.C. 36 SOUTH STATE STREET, SUITE 1400 P.O. BOX 45385 SALT LAKE CITY UT 84145-0385
SILBERSTEIN, AWAD & MIKLOS, P.C.	ATTN: PAUL N. NADLER, ESQ. 600 OLD COUNTRY ROAD, SUITE 412 COUNSEL TO FILIPPI, STEWART, MCCORD, INFANTINO, WARNER, SMITH & HICKMAN, WHITE GARDEN CITY NY 11530
THE JACOB D. FUCHSBERG LAW FIRM, LLP	(ATTORNEYS FOR JANETH PINTO) ATTN: BRADLEY S. ZIMMERMAN, ESQ. 500 FIFTH AVENUE, 45TH FLOOR NEW YORK NY 10110

<b>Total Creditor count 11</b>
--------------------------------



## **EXHIBIT D**



## SERVICE LIST

Claim Name	Address Information
ADCO ELECTRICAL CORP	201 EDWARD CURRY AVE STATEN ISLAND NY 10314
ADEDIRAN, ADEBISI	51 PARK HILL CIRCLE STATEN ISLAND NY 10304
ADVANCED PLUMBING ENT	60-35 55TH STREET MASPETH NY 11378
ALAS, ROSA E	162-15 HIGHLAND AVE APT 4H JAMAICA NY 11432
ALBA, ESMERALDA	93 FEATHERBED LANE # 5E BRONX NY 10452
ALBINO, HARRY	70 PITT STREET APT 1F NEW YORK NY 10002
ALCIVAR, SOLANDAR	1562 UNION POST ROAD, APT 2D BRONX NY 10462
ALLSTATE INTERIOR DEMOLITION INC.	ADDRESS UNAVAILABLE AT TIME OF FILING
ALPINE CONSTRUCTION SERVICES	36-17 20TH AVE ASTORIA NY 11105
APOGEE DESIGN & CONSTRUCTION, INC	2593 BROAD ST YORKTOWN HEIGHTS NY 10598
APTIUM W. NEW YORK, INC.	8201 BEVERLY BOULEVARD LOS ANGELES CA 90048
ARIZANT HEALTHCARE INC.	10393 WEST 70TH STREET EDEN PRAIRIE MN 55344
ARRIAGA, ANA LAURA	506 FORT WASHINGTON AVE. APT. # 1E NEW YORK NY 10033
B. GUERRA, MARIA KARON	247-20 88TH ROAD BELLEROSE NY 11426
BADDAL, HYACINTH	131-55 227TH STREET LAURELTON NY 11413
BADDAL, HYACINTH	131-55 227TH STREET LAURELTON NY 11413-1738
BAEZ, EVELYN	50 DEBEVOISE AVE APT 2E BROOKLYN NY 11211
BAILEY, DONNA M.	10 HEMINWAY AVENUE NEW ROCHELLE NY 10801
BD DEVELOPMENT LLC	350 BROADWAY NEW YORK NY 10113
BEN OJEH	50 BIRCH ROAD STATEN ISLAND NY 10303
BENEDICT MD, LEONARD	433 UNIONDALE AVE UNIONDALE NY 11553
BENEDICT, LEONARD MD, MPH	433 UNIONDALE AVE UNIONDALE MY 11553
BILLY, JANET	50 KIMBERLY LANE # 33B STATEN ISLAND NY 10304
BLAKE, SARAH	22 MAPLE AVENUE HARRISON NY 10528
BOWERS, DONNA	69-47 78TH STREET MIDDLE VILLAGE NY 11379
BRENNER, SUSAN	140 THOMPSON STREET NEW YORK NY 10012
BREWER, DANA J	8205 15TH AVENUE BROOKLYN NY 11228
BUITRAGO, LUIS	90-10 149 STREET JAMAICA NY 11435
CALDWELL, ALESHA	APT. 3C 331 GRANDVIEW AVE. STATEN ISLAND NY 10303
CALLENDER, CATHERINE	392 NECKAL AVE STATEN ISLAND NY 10304
CAMBA, ANNA-MARIA	87-55 113TH STREET RICHMOND HILL NY 11418
CHEN, CHUN-LING	80-18 217TH STREET QUEENS VILLAGE NY 11427
CHING FONG, PO	39 JOYCE ROAD EASTCHESTER NY 10709
CHURCHILL CORP SERVICES	ATTN: LEA M. 56 UTTER AVENUE HAWTHORNE NJ 07506
CICHMINSKI, LUCILLE	372 PAGE AVENUE STATEN ISLAND NY 10307
CIROCCO &OZZIMO INC	125 VERDI ST. FARMINGDALE NY 11735
CITY OF NY DEPT OF FINANCE	DEP CASE 010539818 S ADDRESS UNAVAILABLE AT TIME OF FILING
CLAIMS TRUST MONITOR	GRAY & ASSOCIATES, LLC 20 SOUTH CHARLES STREET SUITE 402 BALTIMORE MD 21201
CLARK, STEVEN	105-36 FLAT LANDS 4TH STREET BROOKLYN NY 11236
COLE, OLIVE	29-19 21ST AVE APT. #D12 LONG ISLAND CITY NY 11105
DA SILVA BLACK CALCAGNI ARCHITECTS	37 WEST 28TH ST 5TH FL NEW YORK NY 10001
DANELUZZI, PATRICIA	59 COMSTOCK AVE STATEN ISLAND NY 10314
DAVIES, WENDY	242-12 135TH AVE ROSEDALE NY 11422
DAVIS, DEBORAH	355 EAST 184TH ST. #823 BRONX NY 10458
DECOR SERVICES, INC	26-12 BOROUGH PI WOODSIDE NY 11377
DELUCA, STEVEN	2636 CYPRESS AVE EAST MEADOW NY 11554
DHARAMDAS, PARAMDAI	94-26 116TH STREET RICHMOND HILL NY 11419
DOLCIN, MONZE	21 HARDEN STREET BROOKLYN NY 11234
DOOHER, PATRICIA	20 VALLEY ROAD COS COB CT 06807



## SERVICE LIST

Claim Name	Address Information
DORMITORY AUTHORITY OF STATE OF NEW YORK	ATTN: JEFFREY M. POHL, ESQ. 515 BROADWAY ALBANY NY 12207-2964
DOYLEY, HYACINTH L.	149-88 255TH STREET ROSEDALE NY 11422
DOYLEY, MARJORIE E	131-43 223 STREET LAURELTON NY 11413
E.B. DESIGN & PRINTING INC	2 MOTT STREET SUITE 803 NEW YORK NY 10013
EGUIGUIURENS, PHIL	143 BAY RIDGE PARKWAY BROOKLYN NY 11209
EMPIRE OFFICE INC	125 MAIDEN LANE NEW YORK NY 10038
ESSENTIAL ELECTRIC CORP	ADDRESS UNAVAILABLE AT TIME OF FILING
ESSILFIE, GALDYS	131 JERSEY STREET APT 3-A STATEN ISLAND NY 10301
ESSILFIE, GLADYS	131 JERSEY STREET APT 3-A STATEN ISLAND NY 10301
FAGBUYI, SUNDAY S.	98 ARNOLD STREET STATEN ISLAND NY 10301
FEVELO, BARBARA	143 BODINE STREET STATEN ISLAND NY 10310
FOFANAH, BINTU	124 BRABANT STREET APT. 5 F STATEN ISLAND NY 10303
FOLDI, JOHN W.	76 LENAPE DRIVE EAST STROUDSBURG PA 18302
FRANCIS, JOCELYN	295 MAPLE STREET APT 6F BROOKLYN NY 11225
FRANCISCO, LILIA	299 STEGMAN PARKWAY JERSEY CITY NJ 07305
FULLERTON, SARAH D	353 BRADFORD STREET BROOKLYN NY 11207
GALLARO, ANNA, AS ADMIN OF	ESTATE OF JOSEPH GALLARO C/O ROBERT B MARCUS, PC 203 STRAWTOWN RD NEW CITY NY 10956
GARZETTA, JOSEPH	29 BRIERWOOD LANE MILLERTON NJ 12546
GENERAL ELECTRIC CAPITAL CORP, AS AGENT	C/O: DAVID NEIER WINSTON & STRAWN LLP 200 PARK AVENUE NEW YORK NY 10166-4193
GIBSON, REGLA	198-04 120TH AVENUE ST ALBANS NY 11412
GLOVER FLOORS	ATTN: FRANK PRUDENTI 2413 KINGSLAND AVENUE BRONX NY 10469
GOOD, THOMAS	775 BRIGHTON AVE. STATEN ISLAND NY 10301
GRANDVIEW CONTRACTING	ADDRESS UNAVAILABLE AT TIME OF FILING
GREENIDGE, BERNARD	1382 ST JOHN'S PL APT 2 BROOKLYN NY 11213
GUERRIER, NESLIE RN	130-20 131 AVENUE SOUTH OZONE NY 11420
GUNN, LORI	16 GLORY ROAD WESTON CT 06883
GURDON, JEAN	5947 NW TELFORD AVENUE PORT ST. LUCIE FL 34983
GWC, INC.	P.O. BOX 5023 530 FALLING SPRING ROAD CAHOKIA IL 62206-5023
GYAMFI, HENRIETTA	350 VANDERBILT AVE 3 - V STATEN ISLAND NY 10304
HARRIS, ARLENE	345 MAIN STREET APT. 5F NEW ROCHELLE NY 10801
HASSANEIN, NANCY R	31 JARED BOULEVARD KENDALL PARK NJ 08824
HERNANDEZ, IVELISSE	247 SOUTH 3RD STREET APT#4C BROOKLYN NY 11211
HERRERA, LUISA	P.O. BOX 32427 JAMAICA NY 11431
HINKSON, VERONICA	3030 EMMONS AVENUE BROOKLYN NY 11235
HINTZ, RACHEL	25 PEARL STREET STATEN ISLAND NY 10304
HINTZ, RACHEL E.	25 PEARL STREET STATEN ISLAND NY 10304
HOLMES, MARILYN JOYCE	2688 3RD AVENUE BRONX NY 10454
INDUSTRIAL COOLING INC.	30 SOUTH OCEAN AVE SUITE 204 FREEPORT NY 11520
JACKSON, MERCEDES P.	133 WEST 144TH. ST. APT. 1-C NEW YORK NY 10030
JACKSON-CHESTER, HEATHER	719 SOUTH 19TH STREET NEWARK NJ 07103
JAMES, MARJORIE M	270 EAST 38TH STREET BROOKLYN NY 11203
KAMCO SUPPLY CORP	80 21ST STREET BROOKLYN NY 11232
KCM PLUMBING & HEATING CORP	125 LAKE AVENUE STATEN ISLAND NY 10303
KELLY INTERNATIONAL SECURITY SERVICE	2 SEABRO AVE AMITYVILLE NY 11701
KELLY, ANNE M, RN	135 MONTGOMERY STREET APT#17J JERSEY CITY NJ 07302
KENTUCKY LIMITED LIABLITY COMPANY	ADDRESS UNAVAILABLE AT TIME OF FILING
KHAN, MARYAM	1046 EAST 15TH ST APT 5 BROOKLYN NY 11230



## SERVICE LIST

Claim Name	Address Information
KIDGER, RENEE	143A BAY RIDGE PKWY. BROOKLYN NY 11209
KING & SPALDING LLP	ATTN: ARTHUR STEINBERG 1185 AVENUE OF THE AMERICAS NEW YORK NY 10036
KING, JANETTE	1066 FURTH ROAD VALLEY STREAM NY 11581
KIRWAN SURGICAL PRODUCTS	P.O. BOX 427 MARSHFIELD MA 02050
KONNEH, MAWA	55 BOWEN STREET 408 STATEN ISLAND NY 10304
LAB PLUMBING & HEATING CO INC	530 W 50TH ST NEW YORK NY 10019
LABAN, GRACIA	50 ROOSEVELT AVE JERSEY CITY NJ 07304
LACEWELL, GREGORY G.	108 EDGEcombe AVENUE APT # 2R NEW YORK NY 10030
LANDGRAF, MAE ANNE	117 TYSEN ST STATEN ISLAND NY 10301
LAUDANI, ANNA	25 FOURTH STREET WHITE PLAINS NY 10606
LEE, BETTY	668 BRITTON AVENUE STATEN ISLAND NY 10304
LEE, TONY	668 BRITTON AVENUE STATEN ISLAND NY 10304
LENANE, TIMOTHY J.	3333 OLD YORKTOWN RD YORKTOWN NY 10598
LESSIE-THOMAS, GLORIA	565 EAST 83RD STREET TOP FLOOR BROOKLYN NY 11236
LINDAIN-ORENA, TERESITA	20 STUYVESANT OVAL APT. #2D NEW YORK NY 10009
LMA ASSOCIATES, LLC	P.O. BOX 856 YONKERS NY 10703
LUMBER, BAYWAY	400 ASHTON AVENUE LINDEN NJ 07036
MANNEH, LYDIA L.M.	240 PARKHILL AVE APT. 4N STATEN ISLAND NY 10304
MARIDO INDUSTRIES INC	PO BOX 7665 EAST RUTHERFORD NJ 07073
MARTIN, DORRET D	1153 EAST 87TH STREET BROOKLYN NY 11236
MARTINEZ, RICHARD	16 TEN EYCK STREET APT 15B BROOKLYN NY 11206
MASSA, DEBRA	81 ONEIDA AVENUE STATEN ISLAND NY 10310
MCCARTHY, THOMAS	225 AVENUE T APT. #6H BROOKLYN NY 11223
MCDERMOTT, LEYLA	1012 CENTRAL AVE SOUTH HEMPSTEAD NY 11550
MCGUIRE WILBERT, MARION	110 OLD ORCHARD LN OCEAN NJ 07712
MED ONE CAPITAL FUNDING, LLC	MICHAEL W. SPENCE, RICHARD H. MADSEN, II RAY QUINNEY & NEBEKER P.C. 36 SOUTH STATE STREET, SUITE 1400 SALT LAKE CITY UT 84111
MENEFEE, CONNIE	APT. # 3A 60 W. 104TH STREET NEW YORK NY 10025
MICHAEL E. KATZENSTEIN	MEDMAL TRUST MONITOR FOR MEDMAL TRUST-BQ MEDMAL TRUST-MW; AND MEDMAL TRUST-SI 5956 CHERRY LANE, SUITE 1000 DALLAS TX 75225
MOHAMOD, KHONEAHMATI	133-15 LEFFERTS BLVD SOUTH OZONE PARK NY 11420
MONTALBANO, BRENDA	89 FIELDSTONE ROAD STATEN ISLAND NY 10314
MONTERO, LEONA	HAMILTON GEORGE STA. PO BOX 99 NEW YORK NY 10031
MORRIS, YOLANDA FOR EST. GARNETT MORRIS	C/O RANDAZZO & GIFFORDS, P.C. ATTN: NORMA GIFFORDS 3000 MARCUS AVENUE, SUITE 1E11 LAKE SUCCESS NY 11042
MURPHY, NOREEN	91 TULIP AVENUE NE1 FLORAL PARK NY 11001-3015
NATIONS ROOF EAST, LLC	70 CASINIR AVENUE YONKER NY 10701
NETWORK VOICE AND DATA COMM.	45 WEST 36TH STREET 5TH FLOOR NEW YORK NY 10018
NEW YORK CITY DEPT. OF FINANCE	345 ADAMS STREET, 3RD FLOOR BROOKLYN NY 11201
NEW YORK CITY WATER BOARD	DEPARTMENT OF ENVIRONMENTAL PROTECTION BANKRUPTCY UNIT 13TH FLOOR 59-17 JUNCTION BLVD. FLUSHING NY 11373-5108
NEW YORK DIALYSIS SERVICES, INC.	ALAN D HALPERIN, ESQ. HALPERIN BATTAGLIA RAICHT, LLP 555 MADISON AVENUE NEW YORK NY 10022
NEW YORK DIALYSIS SERVICES, INC.	HALPERIN BATTAGLIA RAICHT, LLP ATTN: ALAN D. HALPERIN, ESQ. 555 MADISON AVENUE NEW YORK NY 10022
NEW YORK DIALYSIS SERVICES, INC.	C/O JUSTIN SERGIO, ASST GENERAL COUNSEL SHARON CENTAMORE, SENIOR LIT. PARALEGAL FRESENIUS MED CARE., 920 WINTER STREET WALTHAM MA 02451-1457
NEW YORK REPLACEMENT PARTS	ADDRESS UNAVAILABLE AT TIME OF FILING
NEW YORK STATE OFFICE OF ALCOHOLISM	AND SUBSTANCE ABUSE SERVICES - OASIS 501 FASHION AVENUE NEW YORK NY 10018
NEW YORK STATE OFFICE OF MENTAL HEALTH	MENTAL HEALTH 44 HOLLAND AVENUE 6TH FLOOR ALBANY NY 12229



## SERVICE LIST

Claim Name	Address Information
NICODEMO, AMY M	25 WEST 68TH STREET APT. 6H NEW YORK NY 10023
NOUVEAU ELEVATOR INDUSTRIES, INC.	ADDRESS UNAVAILABLE AT TIME OF FILING
NOUVEAU ELEVATOR INDUSTRIES, INC., ITS	SUCCESSORS AND/OR ASSIGNS., FRENKEL LAMBERT WEISS WEISMAN & GORDON, LLP 20 WEST MAIN STREET BAY SHORE NY 11706
ONG, MARIA MAY C	15 WARREN STREET APT.#336 JERSEY CITY NJ 07302
ORENA, NONATO	20 STUYVESANT OVAL APT. # 2D NEW YORK NY 10009
OTIS ELEVATOR COMPANY	ADDRESS UNAVAILABLE AT TIME OF FILING
PALLADINO, RENEE	94 ELWOOD PLACE STATEN ISLAND NY 10301
PAPE, RAYMOND G	80 BAY ST LANDING, APT. 7-F STATEN ISLAND NY 10301
PAUL, JOEL SEBASTIAN	40 WASHINGTON ST. APT 4A EAST ORANGE NJ 07017
PEI COBB FREED & PARTNERS ARCHITECTS LLP	C/O SILVERMANACAMPORA LLP 100 JERICHO QUADRANGLE, SUITE 300 JERICHO NY 11753
PENSION BENEFIT GUARANTY CORPORATION	ATTN: BRAD ROGERS, ESQ. OFFICE OF THE GENERAL COUNSEL SUITE 340 1200 K STREET, N.W. WASHINGTON DC 20005-4026
PETERSON, ELIZABETH RN	1015 EAST 101 STREET BROOKLYN NY 11236
PFEFFER, STUART L.	385 OAK KNOLL DR MANALAPAN NJ 07726
PHILLIPS, CAROL	97 SEAVIEW AVE. STATEN ISLAND NY 10304
PICULICH, GLORIA	25 WRIGHT AVE STATEN ISLAND NY 10303
POWER-FLO TECHNOLOGIES	UNITED ELECTRIC POWER ADDRESS UNAVAILABLE AT TIME OF FILING
POWER-FLO TECHNOLOGIES	ADDRESS UNAVAILABLE AT TIME OF FILING
PRECISION PNEUMATICS SERVICES	PO BOX 368 MALVERNE NY 11565-0368
PRU FLOORING DBA GLOVER FLOORS	ADDRESS UNAVAILABLE AT TIME OF FILING
QUEENSBROOK INSURANCE LIMITED	PO BOX 1363, BUILDING 3, 2ND FLOOR GOVERNORS SQUARE, 23 LIME TREE BAY AVE GRAND CAYMAN CAYMAN ISLAND
QUEENSBROOK INSURANCE LIMITED	C/O CAPTIVE MANAGEMENT, LTD PO BOX 1363, BUILDING 3, 2ND FLOOR GOVERNORS SQUARE, 23 LIME TREE BAY AVE GRAND CAYMAN CAYMAN ISLANDS
RAMIREZ STIEBEL, ELSIE	18 LOUISIANA ST. LONG BEACH NY 11561
REYES, RICARDO	36 SANDHILL ROAD KENDALL PARK NJ 08824
REYES, ROBERT	11 RUE MATISSE SOMERSET NJ 08873
REYES, TERESITA A	36 SAND HILL ROAD KENDALL PARK NJ 08824
RICHARDS, COLLWEEN	40 ELLA STREET VALLEY STREAM NY 11580
RIVIERE, WAYNE	1466 EAST 93 ST BROOKLYN NY 11236
ROBERT LEWIS GROUP, LLC, THE	438 WEST 51ST STREET NEW YORK NY 10019
ROCHESTER, BERNADETTE E.	755 PROSPECT PLACE APT. 2A BROOKLYN NY 11216
ROMAN, EUGENIA	516 54 STREET BROOKLYN NY 11220
SAMPAGA, DARLENE	161 FRANKLIN AVE STATEN ISLAND NY 10301
SANJON INC	420 LEXINGTON SUITE 258 NEW YORK NY 10170
SARTI, MAY	201 EAST 36TH STREET APT # 10A NEW YORK NY 10016
SAUNDERS, CARMEN S.	226 WEST 140TH STREET APT # 4C NEW YORK NY 10030
SCARLINO, WILLIAM A.	14 EMMET AVENUE STATEN ISLAND NY 10306
SEGARRA, ALIDA S.	225 ST PAULS AVENUE APT. # 6-S JERSEY CITY NJ 07306
SETH, ASHISH	15 SOUTH LANE HUNTINGTON NY 11743
SETTECASI, FRANK	1369 77TH STREET BROOKLYN NY 11228
SIMPLEXGRINNELL	1040 44TH DR LONG LONG ISLAND CITY NY 11101
SOSA, ADALGISA	2527 VALENTINE AVE APT. D4 BRONX NY 10458
SOURCE NEW YORK	45 W 25TH ST 8TH FL NEW YORK NY 10016
STEUER, WILMA	165 WEST END AVE #25M NEW YORK NY 10023
STONEHILL & TAYLOR ARCHITECTS	31 W 27TH ST NEW YORK NY 10001
SUN LIFE ASSURANCE COMPANY OF CANADA	ATTN: SCOTT M. DAVIS VICE PRESIDENT & GENERAL COUNSEL 60 EAST 42ND STREET, SUITE 1115 NEW YORK NY 10165



## SERVICE LIST

Claim Name	Address Information
SUN LIFE ASSURANCE COMPANY OF CANADA	ERIC R. WILSON, ESQ., STACIA A. NEELEY, ESQ. KELLEY DRYE & WARREN LLP 101 PARK AVENUE NEW YORK NY 10178
SUN LIFE ASSURANCE COMPANY OF CANADA	ATTN: JEANNE IRWIN, ESQ. ONE SUN LIFE EXECUTIVE PARK WELLESLEY HILLS MA 02481
TARCON GENERAL CONTRACTING CO., INC	(STERLING INDUSTRIES INC) ADDRESS UNAVAILABLE AT TIME OF FILING
TASNAPHUN, YUPIN	1729 LINDEN ST APT 3 RIDGEWOOD NY 11385
TAUB, BARRY	35 PHEASANT RUN ROAD PLEASANTVILLE NY 10570
THOMAS, PATRICIA RN	15 IVANHOE PLACE VALLEY STREAM NY 11580
TOWN-VILLAGE OF HARRISON	1 HEINEMAN PLACE HARRISON NY 10528
TRAVELERS CASUALTY	AND SURETY COMPANY OF AMERICA 1 TOWER SQUARE HARTFORD CT 06183
UNIQUE STATEMENT IN WOOD	ADDRESS UNAVAILABLE AT TIME OF FILING
UNITED ELECTRIC POWER INC	PO BOX 1170 GARDEN CITY PARK NY 11040
VAZQUEZ, AURELIO	178 BLACKFORD AVENUE STATEN ISLAND NY 10302
VIII SV5556 LENDER, LLC	RICHARD LEVIN, ESQ. CRAVATH, SWAINE & MOORE LLP WORLDWIDE PLAZA 825 EIGHTH AVENUE NEW YORK NY 10019
VIII SV5556 LENDER, LLC	P.O. BOX 1908 HOBE SOUND FL 33475
VIII SV5556 LENDER, LLC	KASHIF Z. SHEIKH, ESQ. AND AVI BANYASZ P.O. BOX 1908 HOBE SOUND FL 33475
WALLACE, JUDY	8912 GLENWOOD ROAD BROOKLYN NY 11236
WALLACE, RUEL	1059 EAST 59TH STREET 1F BROOKLYN NY 11234
WEATHER CHAMPIONS	158 DIKEMAN ST BROOKLYN NY 11231
WELLEKENS, DIANE	8362 DANBURY BLVD. NAPLES FL 34120
WHITE, MARVINE	20 MARSHALL STREET APT. #5F IRVINGTON NJ 07111
WILLIAMS, CONNY	100-8 CASALS PLACE BRONX NY 10475
WILLIAMS, MILTON W	4737 CARPENTER AVE BRONX NY 10470
WILLIAMS, ROBIN	2831 EXTERIOR # 1C BRONX NY 10463
WILSON, AGNES	906 EAST 86 STREET BROOKLYN NY 11236
ZIMMERMAN, GARY	152 BROADWAY #16 DOBBS FERRY NY 10522

<b>Total Creditor count 207</b>
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## SERVICE LIST

Claim Name	Address Information
BAXTER HEALTHCARE CORPORATION	ONE BAXTER PARKWAY DEERFIELD IL 60015
CITICORP LEASING INC.	450 MAMARONECK AVENUE HARRISON NY 10528
COMMERCE COMMERCIAL LEASING, LLC	2059 SPRINGDALE ROAD CHERRY HILL NJ 08003
COMPREHENSIVE HABILITATION SERVICE	C/O JOHN W. CLARKE HARRIS BEACH, PLLC (NYC) 100 WALL STREET 23RD FLOOR NEW YORK NY 10005
DASNY	STATE OF NY 515 BROADWAY ALBANY NY 12207
DIASORIN INC.	1951 NORTHWESTERN AVENUE STILLWATER MN 55082
FLEET CAPITAL LEASING HEALTHCARE FINANCE	A DIVISION OF FLEET BUSINESS CREDIT, LLC 299 CHERRY HILL ROAD PARSIPPANY NJ 07054
GE CAPITAL PUBLIC FINANCE, AS LESSOR,	8400 NORMANDALE LAKE BLVD. SUITE 470 MINNEAPOLIS MN 55437
GENERAL ELECTRIC CAPITAL CORP.	HEALTHCARE FINANCIAL SERVICES 2 BETHESDA METRO CENTER SUITE 600 BETHESDA MD 20814
GENERAL ELECTRIC CAPITAL CORP., AS AGENT	2 BETHESDA METRO CENTER, SUITE 600 BETHESDA MD 20814
GENERAL ELECTRIC CAPITAL CORPORATION	P.O. BOX 414, W-490 MILWAUKEE WI 53201
JANINE E. S. BILDSTEIN	6 BRYANT CRESCENT APT. 2H WHITE PLAINS NY 10605
JANINE SMITH	23 CAROLINA AVENUE HEMPSTEAD NY 11550
JOHNSON & JOHNSON FINANCE CORPORATION	501 GEORGE STREET NEW BRUNSWICK NJ 08901
MALLINCKRODT, INC.	675 MCDONNELL BLVD. HAZELWOOD MO 63042
MED ONE CAPITAL FUNDING- NEW YORK, L.P.	10712 SOUTH 1300 EAST SANDY UT 84094
MEDIRAD, INC.	100 GLOBAL VIEW DRIVE WARRENDALE PA 15086
ORIX FINANCIAL SERVICES, INC.	600 TOWN PARK LANE KENNESAW GA 30144
PENSION BENEFIT GUARANTY CORPORATION	BRAD ROGERS, ESQ. 1200 K STREET, NW WASHINGTON DC 20005-4026
REPUBLIC BANK	1560 S. RENAISSANCE TOWNE DRIVE SUITE 260 BOUNTIFUL UT 84010
REPUBLIC BANK	801 NORTH 500 WEST SUITE 183 BOUNTIFUL UT 84087
SUSAN PEREZ, AS ADMINISTRATRIX	OF THE ESTATE OF ANASTACIO PEREZ A/K/A ANASTACIO PEREZ VELAZQUEZ, DECEASED C/O ELLEN S. DAVIS NATHAN L. DEMBIN & ASSOCIATES, P.C. NEW YORK NY 10007
TRIPATH IMAGING, INC.	780 PLANTATION DRIVE BURLINGTON NC 27215

<b>Total Creditor count 23</b>
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## **EXHIBIT E**



**Email**

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jkim@coleschotz.com  
jbarbiere@coleschotz.com  
rwild@garfunkelwild.com  
bweston@garfunkelwild.com  
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rrogers@winston.com  
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Dtatge@ebglaw.com  
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askdoj@usdoj.gov  
pgassel@ebglaw.com  
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Kelly.Suzanne@PBGC.gov  
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progers@aptiumoncology.com  
dbotter@akingump.com  
sschultz@akingump.com  
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blaylocka@akingump.com  
neal.mann@oag.state.ny.us  
shepner@levyratner.com  
Rbarbur@levyratner.com  
Ngrunfeld@levyratner.com  
ajrlaw@aol.com



[gcacuci@law.nyc.gov](mailto:gcacuci@law.nyc.gov)

[timothy.wells@1199funds.org](mailto:timothy.wells@1199funds.org)



## **EXHIBIT F**



Email

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mbrofman@weisszarett.com  
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KDWBankruptcyDepartment@kelleydrye.com  
Jeanne.Irwin@Sunlife.com  
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ikallick@manatt.com  
ihernandez@manatt.com  
wschrag@duanemorris.com  
wheuer@duanemorris.com  
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dladdin@agg.com  
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cspringer@reedsmith.com  
emcgovern@reedsmith.com  
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kmiller@skfdelaware.com  
david.boyle@airgas.com  
ffm@bostonbusinesslaw.com  
igoldstein@dl.com  
pbrodnicki@dl.com  
rrich2@hunton.com  
sbernstein@hunton.com  
bstrickland@wtplaw.com  
khroblak@wtplaw.com  
jdt@jdthompsonlaw.com  
adrienne.Sturges@sodexo.com  
jonathan.alter@bingham.com  
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dcohen@halperinlaw.net  
Fred@Seemanlaw.com  
Peter@Seemanlaw.com  
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jrutsky@triefandolk.com  
MenerL@ConEd.com  
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