

# SCURA, MEALEY & SCURA, LLP

ATTORNEYS AT LAW  
1599 Hamburg Turnpike  
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Wayne, New Jersey 07470  
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[www.scuramealey.com](http://www.scuramealey.com)

JOHN J SCURA II ◊△  
RONALD P. MEALEY ◊  
JOHN J SCURA III ○

ROBERT J. STACK  
CHRISTOPHER HEYER ◊  
LEAH KRAUSE BOURNE ◊ □  
CATHERINE ROMANIA ◊  
JOSEPH J. REILLY ◊

△ Board Certified-Business Bankruptcy Law  
American Board of Certification  
○ Also admitted in Pennsylvania  
◊ Also admitted in New York  
□ Also admitted in Connecticut & Vermont

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PETER A. AXELROD  
OF COUNSEL  
Admitted in NY only

April 21, 2003

To: All Interested Parties on the Attached Service List

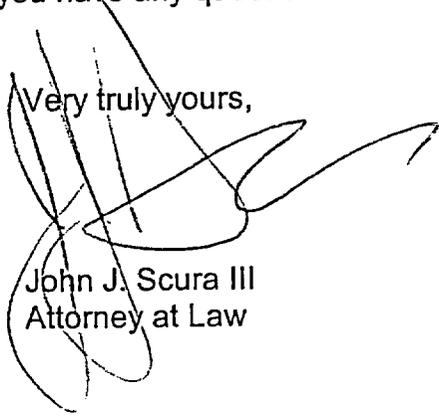
Re: Debtor: Kennedy Urgent Care, Inc.  
Case No.: 03-17909/NLW  
Creditor: 4801 Broadway, LLC

Enclosed please find copies of the following electronically filed documents:

- Notice of Motion for Relief from Stay
- Certification of Anthony LoConte
- Exhibit A to Certification of Anthony LoConte
- Brief In Support of Motion for Relief from Stay
- Proposed Order Vacating Stay
- Certification of Service by Meliton Cordero

Please feel free to contact the undersigned if you have any questions.

Very truly yours,



John J. Scura III  
Attorney at Law

JJSIII:mc  
Enclosure  
cc: Jerome M. Douglas, Esq.

NMS502  
public

**Service List for Creditor: 4801 Broadway, LLC**

**Case No. 03-17909**

**Page 1**

Jay Lubetkin, Esq., Trustee  
Booker, Rabinowitz, Trenk, et al  
100 Executive Drive  
Suite 100  
West Orange, NJ 07052

Dwight E Yellen  
Ballou, Stoll, Bader Nadler  
505 Main Street  
Hackensack, NJ 07601  
Attorney for Debtor

United States Trustee  
Office of the United States Trustee  
One Newark Center  
Suite 2100  
Newark, NJ 07102

4801 Broadway, LLC  
c/o John J. Scura III, Esq.  
Scura, Mealey & Scura, LLP  
1599 Hamburg Turnpike  
Wayne, NJ 07470

ATandT Customer Financial Serv  
PO Box 16700  
Mesa, AL 85211

Avaya  
Customer Care Center  
3795 Delta Drive  
Norcross GA 30092

Bergeline Medical Supply, Inc  
2115 Bergenline Ave  
Union City, NJ 07087

Service List for Creditor: 4801 Broadway, LLC

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Page 2

Bio Magnetics Ltd  
304 Commerce Drive  
Exton, PA 19341

BioMagnetics  
303-C Commerce Drive  
Exton, PA 19341

Blank Rome Cominsky  
1 Logan Square  
Philadelphia, PA 19103-6998

CW Design  
8427 JFK Boulevard  
Suite 1A  
North Bergen, NJ 07047

Caligor Physician and Hospital Supply  
Attn: Levy, Ehrlich, and Petriello  
60 Park Place  
Suite 1016  
Newark, NJ 07102

Cheryl Smith McInnis  
c/o Otto J Scerbo, Esq  
955 West Side Avenue  
Jersey City, NJ 07306

Clean Channel  
PO Box 60000  
San Francisco, CA 94160-0001

Coronet Funding Inc  
300 North Middletown Road  
Pearl River, NY 10965

Service List for Creditor: 4801 Broadway, LLC

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Page 3

Craig Mierzwa, Esq  
Pitney Hardin et al  
685 Third Avenue  
New York, New York 10017

Diagnostic Imaging Associates  
c/o Robert J Lenrow, Esq  
690 Kinderkamack Rd Ste 300  
Oradell, NJ 07649

Dr Medhat El-Amir  
333 Mill Road  
Saddle River, NJ 07458

EAB Leasing Corporation  
Middle Market Asset Finance  
540 Upland Avenue  
Reading, PA 19611

GE Medical Systems  
PO Box 640944  
Pittsburgh, PA 15264-0944

General Electric Company  
CO Craig Mierzwa, Esq  
685 Third Avenue  
New York, New York 10017-4024

General Electric Company  
PO Box 414 W 490  
Milwaukee, WI 53201

Georgette Bell  
Nusbaum, Stein, Goldstein, Bro  
20 Commerce Blvd  
Succasunna, NJ 07876

**Service List for Creditor: 4801 Broadway, LLC**

**Case No. 03-17909**

**Page 4**

Hudson Reporter  
PO Box 3069  
Hoboken, NJ

Internal Revenue Service  
30 Montgomery Street  
Jersey City, NJ 07302

Janic El-Amir  
333 Mill Road  
Saddle River, NJ 07458

Landauer  
2 Science Road  
Glenwood, IL 60425-1586

Levy Ehrlich and Petriello  
60 Park Place  
Suite 1016  
Newark, NJ 07102

Light Rock Beverages  
c/o Goldman and Warshaw, PC  
PO Box 106  
Pine Brook, New Jersey 07058

Marcap Corporation  
20 N Wacker Dr  
Ste 2720  
Chicago, IL 60606

Medhat El-Amir  
333 Mill Road  
Saddle River, NJ 07458

Service List for Creditor: 4801 Broadway, LLC

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Page 5

Medhat El-Amir  
333 Mill Road  
Saddle River NJ 07458

Medical Arts Press  
8500 Wyoming Avenue N  
Minneapolis, MN 55445-1825

Microwize Technology  
120 State Street  
Hackensack, NJ 07601

New Jersey Department of Labor  
Division of Temporary  
Disability Insurance POB 387  
Trenton, NJ 08625-0387

New Jersey Division of Taxatio  
Po Box 240  
Trenton, NJ 08695-0240

Nuclear Regulatory Commision  
Washington, DC 20555

Nycomed Amersham  
101 Carnegie Center  
Princeton, NJ 08540

PSEandG  
PO Box 790  
Evanford, NJ 07016-0790

Pitney, hardin Kipp and Szuch  
PO Box 1945  
Morristown, NJ 07962-1945

Service List for Creditor: 4801 Broadway, LLC

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Page 6

Pittney Bowes Credit Corporati  
27 Waterview Drive  
Shelton, CT 06484

Premium Finance Specialist  
PO Box 17327  
Baltimore, MD 21297

Quinton  
3303 Monte Villa Parkway  
Bothell, WA 98021-8906

Riss Business Systems  
23 Oak Tree Road  
Sayreville, NJ 08872

Rubin and Raine  
PO Box 384  
Hazlet, NJ 07730

Standard X-Ray Sales  
60 Coit Street  
Irvington, NJ 07111

Standish X-Ray Corp  
69 King Street  
Dover, NJ

State of New Jersey  
Division of Employer Accounts  
PO Box 379  
Trenton, New Jersey 08625-0379

Service List for Creditor: 4801 Broadway, LLC

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**Page 7**

State of New Jersey  
Division of Taxation  
PO Box 245  
Trenton, NJ 08695

The State of New Jersey  
Division of Employer Accounts  
Department of Labor POB 077  
Trenton, NJ 08625-0077

Verizon  
PO Box 1915  
Beltsville, MD 20704-1915

Web MD  
12016 Collections Center Drive  
Chicago, IL 60693

Dennis A. Dressler  
Askounis & Borst, PC  
303 East Wacker Drive  
Suite 1000  
Chicago, IL 60601

**Miscellaneous:**03-17909-NLW Kennedy Urgent Care, PC

U.S. Bankruptcy Court

District of New Jersey

## Notice of Electronic Filing

The following transaction was received from Bourne, Leah K. entered on 4/21/2003 at 3:40 PM EDT and filed on 4/21/2003

Case Name: Kennedy Urgent Care, PC

Case Number: 03-17909-NLWDocument Number: 49**Docket Text:**

Certificate of Service (related document:[46] Motion for Relief From Stay, filed by Creditor 4801 Broadway, LLC) filed by Leah K. Bourne on behalf of 4801 Broadway, LLC. (Bourne, Leah)

The following document(s) are associated with this transaction:

**Document description:**Mam Document

Original filename:G:\4801KENNEDY\Certificate of Service II.PDF

**Electronic document Stamp:**[STAMP bkecfStamp\_ID=1002741850 [Date=4/21/2003] [FileNumber=3138902-0  
][6a02fb19abb0f1f9549aae272077fcfb5e4c9b53686131e33149c83611ad18e17c2  
fdbec4fcd91e8b254181c23a590dc452d924e1d565a8b380c46eefa799088]]**03-17909-NLW Notice will be electronically mailed to:**

U.S. Trustees Office

Leah K. Bourne emckinnon@scuramealey.com,

Margaret Lambe Jurow margaret.jurow@usdoj.gov

Jay Lubetkin jlubetkin@brtlawfirm.com, lforman@brtlawfirm.com

Jay L. Lubetkin jlubetkin@brtlawfirm.com, ypalmeri@brtlawfirm.com;ldilorenzo@brtlawfirm.com

**03-17909-NLW Notice will not be electronically mailed to:**

Askounis &amp; Borst, PC

303 East Wacker Drive, Suite 1000

Chicago, IL 60601

Howard D. Bader

Ballou, Stoll, Bader &amp; Nadler

1450 Broadway

New York, NY 10018

Booker, Rabinowitz, Trenk, Lubetkin, et. al.

100 Executive Drive

Suite 100

West Orange, NJ 07052-3320

Levy, Ehrlich &amp; Petriello

Levy, Ehrlich &amp; Petriello

60 Park Place, Ste 1016

Newark, NJ 07102

Nusbaum Stein Goldstein Bronstein et al  
Nusbaum Stein Goldstein Bronstein et al  
20 Commerce Blvd.  
Succasunna, NJ 07876

Dwight E Yellen  
Ballou, Stoll, Bader Nadler  
505 Main Street  
Hackensack, NJ 07601

SCURA, MEALEY & SCURA, LLP  
JOHN J. SCURA III, ESQUIRE  
1510 HAMBURG TURNPIKE  
PO BOX 2031  
WAYNE, NJ 07470  
(973) 696-8391  
ATTORNEYS FOR DEBTOR

_____	:	UNITED STATES BANKRUPTCY COURT
In the matter of:	:	DISTRICT OF NEW JERSEY
	:	
KENNEDY URGENT CARE, PC	:	Case No. 03-17909/NLW
	:	Chapter 7
	:	
Debtor	:	<b>CERTIFICATION OF SERVICE</b>
_____	:	

I, MELITON CORDERO, being of full age certify as follows:

1. I am employed by Scura, Mealey & Scura LLP as a paralegal
2. On April 17, 2003, I sent by first class mail a notice to Kennedy Urgent Care, PC, 1856 Kennedy Blvd., Jersey City, NJ 07305 & Kennedy urgent Care, PC, 120-152 48<sup>th</sup> Street, Union City, NJ 07087 indicating the filing of: Notice of Motion for Relief from Stay, Certification of Anthony LoConte, Exhibit A to Certification of Anthony LoConte, Brief in Support of 4801 Broadway, LLC and Order Vacating Stay.

3. I hereby certify that the foregoing statements made by me are true to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Meliton Cordero

MELITON CORDERO

Dated: April 17, 2003

**File a Motion:**03-17909-NLW Kennedy Urgent Care, PC

U.S. Bankruptcy Court

District of New Jersey

## Notice of Electronic Filing

The following transaction was received from Bourne, Leah K. entered on 4/18/2003 at 4:20 PM EDT and filed on 4/18/2003

Case Name: Kennedy Urgent Care, PC

Case Number: 03-17909-NLWDocument Number: 46**Docket Text:**

Motion for Relief from Stay re: Leased premises Filed by Leah K. Bourne on behalf of 4801 Broadway, LLC. Hearing scheduled for 5/13/2003 at 09 00 AM at NLW - Courtroom 3D, Newark. (Attachments: # (1) Certification of Anthony Loconte# (2) Exhibit A to Certification of Anthony Loconte# (3) Brief in support of Motion to Vacate# (4) Proposed Order Vacating Stay) (Bourne, Leah)

The following document(s) are associated with this transaction:

**Document description:**Main Document**Original filename:**G:\4801KENNEDYNOTICEOFMOTION.PDF**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1002741850 [Date=4/18/2003] [FileNumber=3128422-0]  
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**Document description:**Certification of Anthony Loconte**Original filename:**G:\4801KENNEDY\Certification of LoConte.PDF**Electronic document Stamp:**

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**Document description:**Exhibit A to Certification of Anthony Loconte**Original filename:**G:\4801KENNEDY\Exhibit A to Certification pdf**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1002741850 [Date=4/18/2003] [FileNumber=3128422-2]  
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1f8c9a3c81702c734325b95d3e4b85cc281c291b8cf8563ca2cb190299fa1]]

**Document description:**Brief in support of Motion to Vacate**Original filename:**G:\4801KENNEDY\brief.PDF**Electronic document Stamp:**

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**Document description:**Proposed Order Vacating Stay**Original filename:**G:\4801KENNEDY\Order Vacating Stay.pdf**Electronic document Stamp:**

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cc9a3e1ca3cd11b8747a09db14a5f236145ef65a6b1f80e646317287d9dd5]]

**03-17909-NLW Notice will be electronically mailed to:**

U S Trustees Office

Leah K. Bourne emckinnon@scuramealey.com,

Margaret Lambe Jurow margaret.jurow@usdoj.gov

Jay Lubetkin jlubetkin@brtlawfirm.com, lforman@brtlawfirm.com

Jay L. Lubetkin jlubetkin@brtlawfirm.com, ypalmeri@brtlawfirm.com;ldilorenzo@brtlawfirm.com

**03-17909-NLW Notice will not be electronically mailed to:**

Askounis & Borst, PC  
303 East Wacker Drive, Suite 1000  
Chicago, IL 60601

Howard D. Bader  
Ballon, Stoll, Bader & Nadler  
1450 Broadway  
New York, NY 10018

Booker, Rabinowitz, Trenk, Lubetkin, et. al.  
100 Executive Drive  
Suite 100  
West Orange, NJ 07052-3320

Levy, Ehrlich & Petriello  
Levy, Ehrlich & Petriello  
60 Park Place, Ste. 1016  
Newark, NJ 07102

Nusbaum Stein Goldstein Bronstein et al  
Nusbaum Stein Goldstein Bronstein et al  
20 Commerce Blvd  
Succasunna, NJ 07876

Dwight E Yellen  
Ballon, Stoll, Bader Nadler  
505 Main Street  
Hackensack, NJ 07601

SCURA, MEALEY & SCURA, LLP  
JOHN J. SCURA III, ESQUIRE  
P.O. BOX 2031  
1510 HAMBURG TURNPIKE  
WAYNE, NJ 07470  
(973) 696-8391  
ATTORNEYS FOR DEBTOR

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IN RE: : UNITED STATES BANKRUPTCY COURT  
: DISTRICT OF NEW JERSEY  
KENNEDY URGENT CARE, PC :  
: Debtor. :  
: Chapter 7  
: Case No.: 03-17909 (NLW)

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**NOTICE OF MOTION FOR RELIEF FROM AUTOMATIC STAY OF LANDLORD,  
4801 BROADWAY LLC, AS TO LEASED PREMISES LOCATED AT 120-152 48<sup>th</sup>  
STREET, UNION CITY, NEW JERSEY**

**PLEASE TAKE NOTICE** that on May 13, 2003, at 9:00 a.m. or as soon thereafter as counsel may be heard, the undersigned counsel for 4801 Broadway, as Landlord will move for and Order granting relief from the automatic stay before the Honorable Novalyn L. Winfield, United States Bankruptcy Judge in the United States Bankruptcy Court, 50 Walnut Street, Newark, New Jersey so that it may proceed with eviction proceedings on the debtor's leased property located at 120-152 48<sup>th</sup> Street, Union City, New Jersey

**PLEASE TAKE FURTHER NOTICE** that oral argument is requested.

**PLEASE TAKE FURTHER NOTICE** that the undersigned will rely on the attached certification of the Anthony LoConte, managing member of 4801 Broadway, LLC, Brief in Support of Motion and proposed order in support of the motion.

**PLEASE TAKE FURTHER NOTICE** that any opposition must be in writing and filed within seven days of the scheduled hearing.

April 17, 2003

SCURA, MEALEY & SCURA, LLP  
Attorneys for Debtor

By:     /s/ John J. Scura III      
John J. Scura, III, Esq.

SCURA, MEALEY & SCURA, LLP  
JOHN J. SCURA III, ESQUIRE  
P.O. BOX 2031  
1510 HAMBURG TURNPIKE  
WAYNE, NJ 07470  
(973) 696-8391  
ATTORNEYS FOR DEBTOR

---

IN RE: : UNITED STATES BANKRUPTCY COURT  
: DISTRICT OF NEW JERSEY  
KENNEDY URGENT CARE, PC :  
: Debtor. : CERTIFICATION OF ANTHONY LOCONTE  
: IN SUPPORT OF MOTION FOR RELIEF  
: FROM THE AUTOMATIC STAY  
: Chapter 7  
: Case No.: 03-17909 (NLW)

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1. I am the managing member of 4801 Broadway, LLC in this matter and am fully familiar with the facts cited herein.
2. On March 11, 2003, the above-named debtor filed a voluntary petition in Bankruptcy under Title 11, Chapter 11 in the United States Bankruptcy Court of the District of New Jersey.
3. 4801 Broadway, as Landlord, and the debtor, as tenant, entered into a commercial lease regarding the property known as 120-152 48<sup>th</sup> Street, Union City, New Jersey on or about December 6, 1991, at a monthly base rent of \$5,304.17, payable in advance on the 1<sup>st</sup> day of each month. A copy of pertinent portions of the written lease dated December 6, 1991, together with a copy of the lease addendum thereto extending the lease another 6 years and naming 4801 Broadway, LLC as the new landlord are

attached hereto as **EXHIBIT A**.

4. Pursuant to Section 3c of the lease, the debtor is also required in addition of the base rent, a late penalty of 5% of the monthly payment paid by the Tenant.
5. The debtor is presently three months behind, including February, March and April 2003 as well as owing a late fee from January 2003 along with a returned check fee. The total outstanding balance that the debtor is in arrears under the lease is \$23,684.33. The breakdown is as follows:

Jan. 2003	\$10.00	(returned check fee)
Jan. 2003	\$265.21	(late fee)
Feb. 2003	\$265.21	(late fee)
Feb. 2003	\$5,304.17	(base rent)
Feb. 2003	\$967.79	(tax escalation)
Feb. 2003	\$765.87	(CAM charges)
Mar. 2003	\$265.21	(late fee)
Mar. 2003	\$5,304.17	(base rent)
Mar. 2003	\$967.79	(tax escalation)
Mar. 2003	\$765.87	(CAM charges)
Apr. 2003	\$265.21	(late fee)
Apr. 2003	\$5,304.17	(base rent)
Apr. 2003	\$967.79	(tax escalation)
Apr. 2003	\$765.87	(CAM charges)

Total Due: \$22,184.33

Pre-Petition Attorney Fees: \$1,500

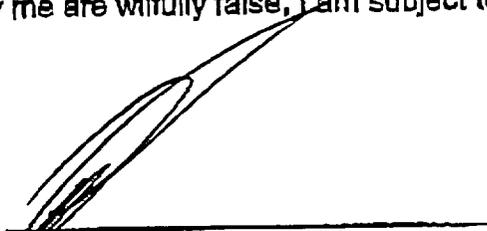
6. Demand through my attorney has also been made for proof of insurance coverage as required under 9c of the lease. The debtor has failed to provide proof of insurance naming the 4801 Broadway as an additional insured as required under the terms of the lease.
7. 4801 Broadway as landlord is entitled to possession of the premises in the

event of default under terms of the lease.

8. An eviction action in the state court had been instituted and immediately prior to the 4801 Broadway, LLC obtaining a judgment of possession the debtor filed the present bankruptcy.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: April 16, 2003

  
\_\_\_\_\_  
Anthony LoConte

Union City Shopping Center, L.P.  
237 South Street, P.O. Box 2049  
Morristown, N.J. 07962-2049

December 31, 2002

Re: Lease ("Lease"), dated 12/6/91, as amended on 3/11/92, 7/1/93, and 4/16/2002, by and between Union City Shopping Center, L.P., as landlord, ("Landlord") and Kennedy Urgent Care Center, Inc., as tenant, ("Tenant") with respect to premises at Union Hill Shopping Center, Union City, New Jersey

Dear Tenant:

Please be advised that on this date, Union City Shopping Center L.P., your landlord under the Lease, sold the above-referenced property to 4801 Broadway, L.L.C., a New Jersey limited liability company. The Lease and the rights of the landlord thereunder were assigned to 4801 Broadway, L.L.C., a New Jersey limited liability company.

Commencing immediately, all rent payments under the Lease for the period commencing January 1, 2003 should be made payable to the new owner, 4801 Broadway, L.L.C. and sent to it at 4801 Broadway, L.L.C., P.O. Box 1657, Hoboken, NJ 07030, or as the new owner may hereafter direct. Furthermore, all notices to the Landlord pursuant to your Lease are to be sent to 4801 Broadway, L.L.C.; P.O. Box 1657, Hoboken, NJ 07030.

Your contact person for the new landlord is Manuel D'Ippolito, whose phone number is (201) 223-5242 and whose address is 4801 Broadway, L.L.C., P.O. Box 1657, Hoboken, NJ 07030.

Any rent owed for the period before January 1, 2003, still belongs to your prior landlord, Union City Shopping Center, L.P. and should be paid to it at 237 South Street, P.O. Box 2049, Morristown, NJ 07962-2049.

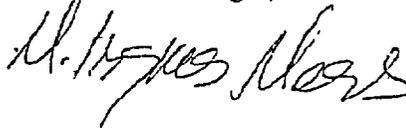
Very truly yours,

Union City Shopping Center L.P.

By: United States Land Resources, L.P., general partner

By: United States Realty Resources, Inc., general partner

By: \_\_\_\_\_  
Lawrence S. Berger, President





United States Land Resources, L.P.

April 16, 2002

Kennedy Urgent Care, Inc.  
120 48<sup>th</sup> Street  
Union City, NJ

*Re: Lease dated December 6, 1991 by and between United States Land Resources, L.P. (successor in interest to Union City Shopping Center, L.P.) as Landlord and Kennedy Urgent Care, Inc. as Tenant, as amended by first amendment to Lease dated March 11, 1992 and second amendment to Lease date July 1, 1993 (collectively, "the Lease") in respect of premises located in the Union Hill Shopping Plaza, 120-152 48<sup>th</sup> Street, Union City, Hudson County, New Jersey*

Dear Dr. El-Amir:

Landlord and Tenant hereby agree that the Lease is amended as follows:

1. Term. The term of the Lease is hereby extended for six years (the "Extension Period") so that the termination date of the Lease shall be May 31, 2008.
2. Rent. Tenant shall pay fixed annual rent for the Extension Period in accordance with the following schedule.

<u>Period</u>	<u>Fixed Annual Rent</u>	<u>Monthly Installment</u>
6/1/02 - 5/31/04	\$63,650.00	\$5,304.17
6/1/04 - 5/31/05	\$67,000.00	\$5,583.35
6/1/05 - 5/31/06	\$70,350.00	\$5,862.50
6/1/06 - 5/31/08	\$73,700.00	\$6,141.67
6/1/07 - 5/31/08	\$77,050.00	\$6,420.83

3. No further changes. Except as specifically modified above, the Lease remains unchanged and in full force and effect.

Very truly yours,

UNION HILL SHOPPING CENTER, L.P.

By: United States Land Resources, L.P.

By: United States Realty Resources, Inc.

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

Lawrence S. Berger

Agreed and accepted  
Kennedy Urgent Care, Inc.

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

Name:

Title:

1993 11:30AM FROM L. FINLEY 201007201

(2)

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made the 1st day of July,

1993, by and between:

UNITED STATES LAND RESOURCES, L.P.  
a New Jersey limited partnership  
having an address c/o  
Berger & Bornstein, P.A.  
237 South Street  
Morristown, New Jersey 07962-2049  
(hereinafter referred to as "Landlord")

and

KENNEDY URGENT CARE, INC.  
a New Jersey corporation  
having an address at  
120-152 48th Street  
Union City, New Jersey  
(hereinafter referred to as "Tenant")

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease dated December 6, 1991 ("Lease") for an approximate 2,000 square foot portion ("Original Demised Premises") of a building which is part of a shopping center commonly known as Union Hill Plaza located at 120-152 48th Street, Union City, Hudson County, New Jersey ("Shopping Center"); and

WHEREAS, Landlord and Tenant entered into a First Amendment to Lease dated March 11, 1992 pursuant to which the Demised Premises was expanded by an additional approximate 850 square feet of space adjacent to the Original Demised Premises ("Expanded Premises"); and

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant an additional approximate 500 square feet of space adjacent to the Expanded Premises.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Demised Premises. The term "premises" or "demised premises" as used in the Lease, as of the date hereof, shall be deemed to include, in addition to the

Expanded Premises, that approximate 500 square foot portion of the Shopping Center outlined in red on Exhibit A annexed hereto.

2. Rent. The rent schedule in paragraph 3a of the Lease is hereby deleted and, as of the date hereof, is replaced with the following:

<u>Lease Year</u>	<u>Fixed Annual Rental</u>	<u>Monthly Installment</u>
1	\$40,200.00	\$3,350.00 <sup>7/3</sup>
2	42,210.00	3,517.50 <sup>8/4</sup>
3	44,220.00	3,685.00 <sup>9/5</sup>
4	46,230.00	3,852.50 <sup>10/6</sup>
5	48,240.00	4,020.00 <sup>11/7</sup>
6	50,250.00	4,187.50 <sup>12/8</sup>
7	52,260.00	4,355.00 <sup>13/9</sup>
8	54,270.00	4,522.50 <sup>14/10</sup>
9	56,280.00	4,690.00 <sup>15/11</sup>
10	58,290.00	4,857.50 <sup>16/12</sup>

3. Proportionate Share. Paragraph 4a of the Lease is amended to reflect that Tenant's Proportionate Share, as of the date hereof, shall be nine and 20/100 (9.2%) percent.

4. Cost of Operating Shopping Center. Paragraph 6c of the Lease is amended to reflect that, as of the date hereof, the estimated monthly installment of Tenant's Proportionate Share of the Shopping Center's Operations Cost, insurance, utilities and taxes shall be ONE THOUSAND SEVEN HUNDRED SIXTY THREE and 16/100 (\$1,763.16) DOLLARS, subject to adjustment pursuant to the terms of the Lease.

5. Security. Upon execution of this Second Amendment to Lease, Tenant shall deposit with Landlord, as additional Security, the amount of NINE HUNDRED (\$900.00) DOLLARS.

6. Original Lease. Except as set forth herein, all terms of the original Lease shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

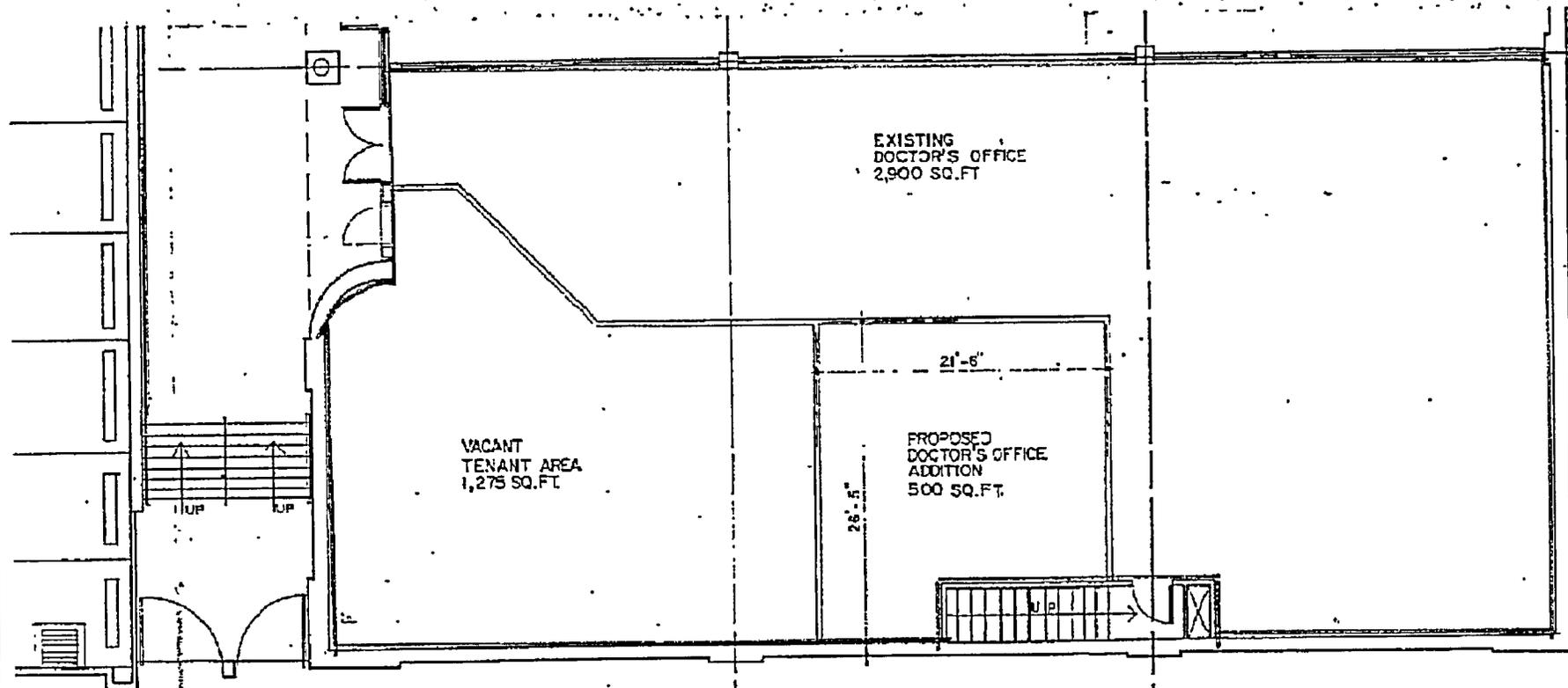
LANDLORD:  
UNITED STATES LAND RESOURCES, L.P.  
BY: UNITED STATES REALTY  
RESOURCES, INC., General Partner

BY: LAWRENCE S. BERGER, President

TENANT:  
KENNEDY URGENT CARE, INC.

BY: MADHAT EL-AMIR, M.D., Pres.

BDN-830W(Lease2W)



COND FLOOR PLAN

3/8" = 1'-0"

EXHIBIT "A"  
DEMISED PREMISES

LEASE

THIS LEASE, made as of this day of , 1991,

by and between:

UNITED STATES LAND RESOURCES, L.P.,  
a New Jersey limited partnership  
having an address c/o Berger & Bornstein,  
237 South Street,  
Morristown, New Jersey 07960, or its  
assigns (hereinafter referred to as  
"Landlord")

and

KENNEDY URGENT CARE, INC.  
a corporation  
having an address at 120-152 48th Street,  
Union City, New Jersey  
(hereinafter referred to as "Tenant")

W I T N E S S E T H

1. Demised Premises. Landlord has demised and leased, and by these presents does hereby demise and lease to the Tenant, and Tenant has hired and by these presents does hereby hire from Landlord, that certain premises consisting of an approximate 2,000 gross square foot portion of a building which is part of a shopping center commonly known as Union Hill Plaza located at 120-152, 48th Street, Union City, Hudson County, New Jersey ("Shopping Center"), which premises is more particularly delineated in red on Exhibit A attached hereto and made a part hereof (the premises being leased hereunder to Tenant being hereinafter referred to as "premises" or "demised premises"), along with the non-exclusive right to use, in common with other tenants of the aforesaid Shopping Center, the portions of the Shopping Center intended to be or hereafter designated by the Landlord for common use, including, but not limited to, parking lots, roads, streets, drives, passageways, landscaped areas, open and enclosed malls, exterior ramps, entrances, exits, stairways, walks and arcades (hereinafter collectively referred to as "Common Area"). Landlord reserves the right, at its sole discretion, to modify or make changes to the Common Areas from time to time, provided that such modifications or changes shall not unreasonably interfere

With: (i) the visibility of the demised premises; and (ii) Tenant's access and use and enjoyment of the demised premises.

2. Term.

a. The term of this Lease shall be for ten (10) lease years beginning on the "Commencement Date", as defined hereinafter, and ending on the last day of the tenth lease year thereafter, hereinafter the "Termination Date", except if sooner terminated (hereinafter sometimes referred to as the "Term"). The words "lease year" shall mean a period of twelve (12) successive months. The initial lease year shall begin from the Commencement Date, with each succeeding lease year beginning immediately after the prior lease year. The first anniversary of the Commencement Date shall be the first day of the second lease year.

b. The "Commencement Date" of this Lease shall be the date Tenant receives written notice from Landlord that Landlord has substantially completed the improvements set forth on Exhibit B annexed hereto ("Landlord's Work") so as to permit Tenant to commence and complete "Tenant's Work" (defined below). All improvements not shown on Exhibit B shall be Tenant's responsibility and shall be constructed at Tenant's cost, hereinafter "Tenant's Work". The obtaining of a certificate of occupancy shall be solely Tenant's responsibility.

3. Rent.

a. Rent shall commence on the one hundred twentieth (120th) day following the Commencement Date. Tenant hereby covenants and agrees to pay Landlord, during the Term of this Lease, a fixed annual rental for the demised premises pursuant to the following schedule:

<u>Lease Year</u>	<u>Rental</u>	<u>Installment</u>
1	\$24,000.00	\$ 2,000.00.
2	25,200.00	2,100.00
3	26,400.00	2,200.00
4	27,600.00	2,300.00
5	28,800.00	2,400.00
6	30,000.00	2,500.00
7	31,200.00	2,600.00
8	32,400.00	2,700.00
9	33,600.00	2,800.00
10	34,800.00	2,900.00

b. Except as otherwise provided, all payments of fixed and additional rent shall be made by the Tenant to the Landlord, without notice or demand, in equal monthly installments, in advance, without set-off or deduction of any kind, and shall be due and payable on the first day of each and every calendar month of each lease year. In the event the Commencement Date shall not be the first day of the month, then for that partial month in which rent shall commence and the partial month at the end of the Term, Tenant shall pay a proportionate part of the monthly fixed and additional rent installment.

c. In the event Tenant shall fail to pay, within ten (10) days of the date due, any rent or additional rent installment as provided herein, Landlord may impose a late charge of five (5%) percent of the installment due, said late charge to be immediately due and payable with the installment. It is agreed that this late charge has been reasonably calculated to offset Landlord's added expense in handling the late payment and other costs to Landlord, including, but not limited to, the costs Landlord may incur for late charges on its mortgages.

d. Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the fixed annual rent reserved hereunder, said additional sum shall be deemed additional rent and shall be payable, except as otherwise set forth herein, with the next monthly installment of fixed annual rent thereafter falling due. Nothing contained in this subparagraph shall be deemed to suspend or delay the obligation of Tenant to pay any and all other sums as and when due hereunder, nor otherwise limit or circumscribe any other remedy of Landlord.

4. Real Estate Taxes and Assessment.

a. The Tenant agrees during the Term of this Lease to pay monthly, as additional rent, together with the monthly installment of fixed annual rent, an amount equal to its

thereafter violate such injunctive relief, Landlord may, upon ten (10) days' notice to Tenant, terminate this Lease.

9. Insurance.

a. As additional rent, Tenant agrees to pay monthly, together with the monthly installment of fixed annual rent, its Proportionate Share of all insurance the Landlord maintains for the Shopping Center, including, but not limited to, all insurance for loss or damage by fire and all other casualties ordinarily included in extended coverage, public liability, insurance for the payment of rent, personal injury, property damage or all other insurance of any type, kind or description which may be reasonably required for the demised premises.

b. Tenant shall not do or permit to be done any act or thing on the demised premises which shall invalidate, increase the cost of, or be in conflict with any fire insurance policies insuring the Shopping Center.

c. Tenant shall, during the entire term hereof, at its sole cost and expense, keep in full force and effect a policy of Comprehensive General Liability Insurance, with contractual liability endorsement, with respect to the demised premises and its appurtenances, as to which the limits of liability shall not be less than ONE MILLION (\$1,000,000.00) DOLLARS per person and THREE MILLION (\$3,000,000.00) DOLLARS per accident or occurrence, and in which the property damage liability shall not be less than FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS. The policy shall name the Landlord and its mortgagee(s) as additional insureds, and shall contain clauses: (i) that all provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured; and (ii) that the insurer will not change, modify or cancel the insurance without first giving the Landlord thirty (30) days' prior written notice. No insurance policy required to be carried by Tenant under this Lease shall contain a "deductible" threshold of more than One Thousand (\$1,000.00) dollars. A

copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the Commencement Date, together with proof of premium paid.

d. Tenant shall maintain plate glass insurance, which may be self-insured.

e. Tenant shall maintain fire and extended coverage insurance on Tenant's personal property, decorations, trade fixtures, furnishings, equipment and all contents at the demised premises in an amount equal to eighty (80%) percent of the value thereof.

f. Landlord shall have the right, at its discretion, to increase, alter, modify, amend, add to or replace the insurance requirements for Tenant set forth in this Lease, provided such requirements are customary for a Shopping Center of similar location and character.

10. Fire Damage.

a. If, after the date hereof, the demised premises or any part of the demised premises is damaged by fire, enemy action, or other casualty (such damage being hereafter called "fire damage"), Landlord shall restore said premises, except that Landlord shall have the option not to restore: (i) if said damage shall be to more than twenty (20%) percent of the demised premises or Shopping Center; (ii) if there shall be remaining less than four (4) lease years of the Term; (iii) if the fire damage shall be uninsured or if insured, any mortgagee shall not release to Landlord sufficient insurance proceeds to restore; (iv) if Landlord is unable to obtain any necessary governmental approvals necessary to restore within ninety (90) days of its application for same, after using reasonable diligence to obtain same during said ninety (90) day period.

b. If Landlord shall, in accordance with paragraph 10a above, elect not to repair or restore said premises, this Lease shall terminate upon Landlord's written notice to Tenant of its election not to repair or restore. Landlord shall

d. Tenant shall furnish Landlord, within ten (10) days of its request, an estoppel certificate relating to the Lease, setting forth the following: (i) that the Lease is in full force and effect, and if not, in what respect it is not; (ii) that the Lease has not been modified, or the extent to which it has been modified; (iii) the amount of monthly rent and date last paid; and (iv) that to the best of Tenant's knowledge, there are no existing defaults, or if so, specifying the default. Tenant's failure to timely supply said estoppel certificate shall be deemed a material default under this Lease.

e. Tenant does hereby agree to Landlord, now or hereafter, assigning the rentals under this Lease to a mortgagee, and all extensions, renewals, modifications and replacements thereof.

15. Defaults, Remedies and Bankruptcy.

a. The following shall constitute events of default under this Lease:

(1) failure to pay when due any installment of rent or additional rent reserved herein, or any part of either;

(2) failure in the performance of or compliance with any of the other covenants, conditions and/or terms of this Lease, which failure shall continue for more than fifteen (15) days after written notice thereof to Tenant, provided that if such default is of a kind that cannot be reasonably cured within fifteen (15) days, then there shall be no default so long as Tenant commences cure within fifteen (15) days and diligently pursues completion of cure thereafter;

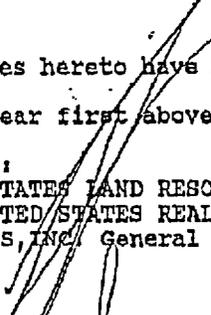
(3) abandonment, vacation or desertion of the premises or suspension of business at the demised premises for more than (30) days;

(4) if this Lease shall be assigned or sublet, except as herein provided;

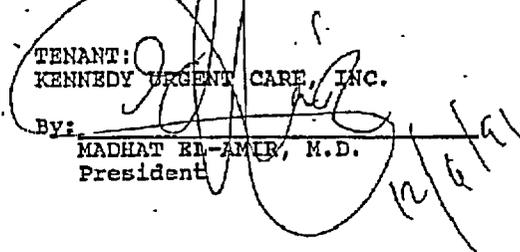
time fixed as the expiration of the Term herein, provided that the Tenant has fully, faithfully and timely carried out all of the terms, covenants and conditions on its part to be performed. Tenant shall pay additional Security at the time of each fixed annual rent increase during the Term so that the Security shall equal three months of the then current fixed annual rent payment throughout the Term of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:  
UNITED STATES LAND RESOURCES, L.P.  
BY: UNITED STATES REALTY  
RESOURCES, INC. General Partner

By:   
LAWRENCE S. BERGER, Pres.

TENANT:  
KENNEDY URGENT CARE, INC.

By:   
MADHAT EL-AMIR, M.D.  
President

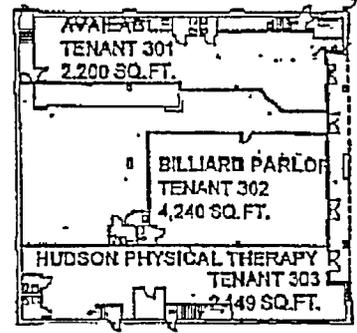
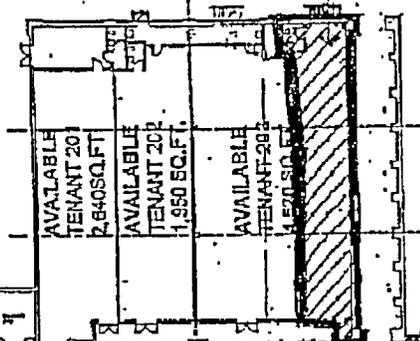
BDN-3562(Lease 1)

Owned and  
Managed by:

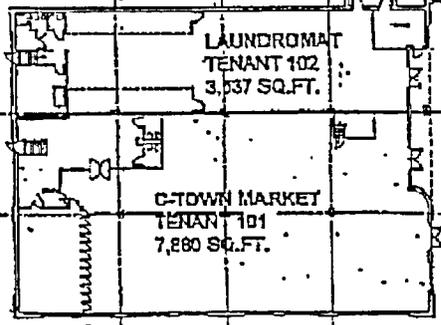
**USLR**

United States  
Land Resources, L.P.  
217 South Street  
Montatown  
New Jersey 07960  
(201) 893-8600  
6/1/95

1,553 SQ. FT.

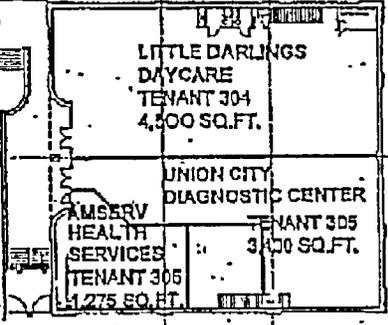


LOWER LEVEL  
BUILDING 3



BUILDING 1

BUILDING 2



BUILDING 3

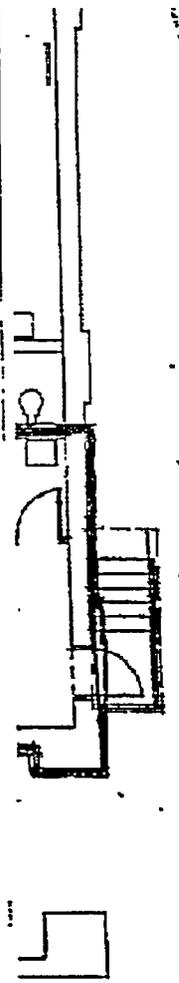
**UNION HILL PLAZA**  
120-152 48TH STREET  
UNION CITY, NEW JERSEY

FRANKS SHOULD BE  
CHECKED IN FIELD.

EXHIBIT A

SL-4

EXHIBIT A





United States Land Resources, L.P.

April 16, 2002

Kennedy Urgent Care, Inc.  
120 48<sup>th</sup> Street  
Union City, NJ

*Re: Lease dated December 6, 1991 by and between United States Land Resources, L.P. (successor in interest to Union City Shopping Center, L.P.) as Landlord and Kennedy Urgent Care, Inc. as Tenant, as amended by first amendment to Lease dated March 11, 1992 and second amendment to Lease date July 1, 1993 (collectively, "the Lease") in respect of premises located in the Union Hill Shopping Plaza, 120-152 48<sup>th</sup> Street, Union City, Hudson County, New Jersey*

Dear Dr. El-Amir:

Landlord and Tenant hereby agree that the Lease is amended as follows:

1. Term. The term of the Lease is hereby extended for six years (the "Extension Period") so that the termination date of the Lease shall be May 31, 2008.
2. Rent. Tenant shall pay fixed annual rent for the Extension Period in accordance with the following schedule.

<u>Period</u>	<u>Fixed Annual Rent</u>	<u>Monthly Installment</u>
6/1/02 - 5/31/04	\$63,650.00	\$5,304.17
6/1/04 - 5/31/05	\$67,000.00	\$5,583.35
6/1/05 - 5/31/06	\$70,350.00	\$5,862.50
6/1/06 - 5/31/08	\$73,700.00	\$6,141.67
6/1/07 - 5/31/08	\$77,050.00	\$6,420.83

3. No further changes. Except as specifically modified above, the Lease remains unchanged and in full force and effect.

Very truly yours,

UNION HILL SHOPPING CENTER, L.P.

By: United States Land Resources, L.P.

By: United States Realty Resources, Inc.

By: \_\_\_\_\_  
Lawrence S. Berger

Agreed and accepted  
Kennedy Urgent Care, Inc.

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

Name:

Title:

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made this 11<sup>th</sup> day  
of *May*, 1992, by and between:

UNITED STATES LAND RESOURCES, L.P.  
a New Jersey limited partnership  
having an address c/o  
Berger & Bornstein, P.A.  
237 South Street  
Morristown, New Jersey 07962-2049  
(hereinafter referred to as "Landlord")

and

KENNEDY URGENT CARE, INC.  
a New Jersey corporation  
having an address at  
120-152 48th Street  
Union City, New Jersey  
(hereinafter referred to as "Tenant")

W I T N E S S E T H

WHEREAS, Landlord and Tenant entered into a Lease dated December 6, 1991 ("Lease") for an approximate 2,000 square foot portion ("Original Demised Premises") of a building which is part of a shopping center commonly known as Union Hill Plaza located at 120-152 48th Street, Union City, Hudson County, New Jersey ("Shopping Center"); and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to Lease to Tenant, an additional approximately 850 square feet of space adjacent to the Original Demised Premises.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Demised Premises. The term "premises" or "demised premises" as used in the Lease, as of the date hereof, shall be deemed to include, in addition to the Original Demised Premises, that approximate 850 square foot portion of the Shopping Center outlined in red on Exhibit A annexed hereto.

2. Term. Paragraph 2 of the Lease is amended to reflect that the "Commencement Date" shall be ~~May~~ <sup>JUNE</sup> 1, 1992.

3. Rent. Paragraph 3a of the Lease is amended to reflect that payment of fixed rent shall commence on the Commencement Date. The rent schedule in paragraph 3a of the Lease is hereby deleted and replaced with the following:

<u>Lease Year</u>	<u>Rental</u>	<u>Monthly Installment</u>
1	\$34,200.00	\$ 2,850.00
2	35,910.00	2,992.50
3	37,620.00	3,135.00
4	39,330.00	3,277.50
5	41,040.00	3,420.00
6	42,750.00	3,562.50
7	44,460.00	3,705.00
8	46,170.00	3,847.50
9	47,880.00	3,990.00
10	49,590.00	4,132.50

4. Proportionate Share. Paragraph 4a of the Lease is amended to reflect that Tenant's Proportionate Share shall be seven and 90/100 (7.9%) percent.

5. Cost of Operating Shopping Center. Paragraph 6c of the Lease is amended to reflect that the initial monthly installment of Tenant's Proportionate Share of the Shopping Center's Operations Cost, insurance, utilities and taxes shall be NINE HUNDRED TWENTY SIX and 25/100 (\$926.25) DOLLARS.

6. Security. Upon execution of this First Amendment to Lease, Tenant shall deposit with Landlord, as additional Security, the amount of SEVENTEEN HUNDRED (\$1,700.00) DOLLARS.

7. Original Lease. Except as set forth herein, all terms of the original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD  
 UNITED STATES LAND RESOURCES, L.P.  
 BY: UNITED STATES REALTY  
 RESOURCES INC., General  
 Partner

BY: LAWRENCE S. BERGER, President

TENANT  
 KENNEDY URGENT CARE, INC.

BY: MADHAT EL-AMIR, M.D., President

SCURA, MEALEY & SCURA, LLP  
JOHN J. SCURA III, ESQUIRE  
P.O. BOX 2031  
1510 HAMBURG TURNPIKE  
WAYNE, NJ 07470  
(973) 696-8391  
ATTORNEYS FOR DEBTOR

---

IN RE: : UNITED STATES BANKRUPTCY COURT  
: DISTRICT OF NEW JERSEY  
  
KENNEDY URGENT CARE, PC :  
:   
:   
Debtor. :   
:   
: Chapter 7  
: Case No.: 03-17909 (NLW)

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**BRIEF IN SUPPORT OF 4801 BROADWAY, LLC's MOTION TO VACATE  
AUTOMATIC STAY AS TO LEASED PREMISES LOCATED AT  
120-152 48<sup>TH</sup> STREET, UNION CITY, NEW JERSEY**

## STATEMENT OF FACTS

On March 11, 2003, the above-named debtor filed a voluntary petition in Bankruptcy under Title 11, Chapter 11 in the United States Bankruptcy Court of the District of New Jersey. 4801 Broadway, as Landlord, and the debtor, as tenant, entered into a commercial lease on the premises located at 120-152 48<sup>th</sup> Street, Union City, New Jersey on or about December 6, 1991, at a monthly base rent of \$5,304.17, payable in advance on the 1<sup>st</sup> day of each month.

Pursuant to Section 3c of the lease, the debtor is also required in addition to the base rent, a late penalty of 5% of the monthly payment paid by the Tenant. The debtor is presently three months behind, including February, March and April 2003 as well as owing a late fee from January 2003 along with a returned check fee. The total outstanding balance that the debtor is in arrears under the lease is \$23,684.33.

Demand has also been made for proof of insurance coverage as required under 9c of the lease. The debtor has failed to provide proof of insurance naming the 4801 Broadway as an additional insured as required under the terms of the lease. 4801 Broadway as landlord is entitled to possession of the premises in the event of default under terms of the lease. An eviction action in the state court had been instituted and immediately prior to the 4801 Broadway, LLC obtaining a judgment of possession the debtor filed the present bankruptcy.

## LEGAL ARGUMENT

As demonstrated by the debtor's default under the commercial lease provisions, 4801 Broadway is entitled to an order granting relief from the automatic stay under Bankruptcy Code Sections 362(d)(1) and (2). Section 362(d)(1) requires that the stay be vacated "for cause, including the lack of adequate protection of an interest in property of such party in interest. . . ." Furthermore under 362(d)(2) provides that the Court should lift the stay if:

- (A) the debtor does not have an equity in such property; and
- (B) such property is not necessary to an effective reorganization.

See also United Savings Assoc. of Texas v. Timbers of Inwood Forest Assoc., Ltd., 484 U.S. 365 (1988). Under Section 362(g), 4801 Broadway has the burden of proof on the issue of the Debtor's equity, and the Debtor has the burden on all other issues.

Application of these principles to this matter compel the conclusion that the stay should be vacated in order to permit 4801 Broadway to go forward with its eviction of the debtor at the premises located at 120-152 48<sup>th</sup> Street, Union City, New Jersey. Cause exists for 4801 Broadway to obtain relief from the stay as the debtor is in arrears for over three months and the total is now \$23,684.33. The debtor has failed to provide proof of insurance as required under the lease. For those reasons alone the landlord has shown the requisite cause under 363(d)(1) entitling it to relief from the stay. This is a commercial lease and the debtor has no equity in the premises or the lease and the substantial amount of arrears demonstrate that the landlord is entitled to relief under 363(d)(2). It does not appear that this lease is necessary to the debtor's reorganization as the Chapter 11 Trustee has now moved to convert the case to a Chapter 7.

## CONCLUSION

Based upon the foregoing, it is respectfully requested that the Court grant the landlord 4801 Broadway, LLC relief from the stay entitling it to proceed with its eviction action against the debtor with respect to the leased premises located at 120-152 48<sup>th</sup> Street, Union City, New Jersey.

Respectfully submitted,

/s/ John J. Scura III, Esq.  
John J. Scura III, Esq.

Dated: April 17, 2003

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

In Re:  
  
Kenney Urgent Care, PC

Case No.: 03-17909  
Hearing Date: \_\_\_\_\_  
Judge: Novalyn L. Winfield

**ORDER VACATING STAY**

The relief set forth on the following pages, numbered two (2) through two (2) is hereby **ORDERED**.

(Page 2)

Debtor:

Case No:

Caption of Order: ORDER VACATING STAY

---

Upon the motion of 4801 Broadway, LLC, under Bankruptcy Code section 362(a) for relief from the automatic stay as to certain property as hereinafter set forth, and for cause shown, it is

ORDERED that the automatic stay is vacated to permit the movant to institute or resume and prosecute to conclusion one or more actions in the court(s) of appropriate jurisdiction to pursue the movant's rights in the following:

- Real property more fully described as:  
120-152 48th Street, Union City, New Jersey  
To recommence eviction proceedings
- Personal property more fully described as:

It is further ORDERED that the movant may join the debtor and any trustee appointed in this case as defendants in its action(s) irrespective of any conversion to any other chapter of the Bankruptcy Code.

The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

#### CERTIFICATE OF MAILING

I hereby certify that on \_\_\_\_\_, 20\_\_\_\_, a copy of the foregoing Order was served on each of the following: Movant.

JAMES J. WALDRON, Clerk