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November 25, 2003

VIA FEDERAL EXPRESS

Dwight E. Yellen, Esq.
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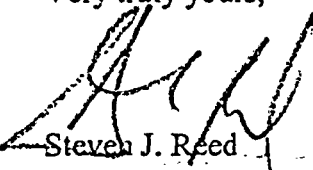
Re: In Re: Kennedy Urgent Care, P.C.
Case No.: 03-17909 (NLW)

Dear Mr. Yellen:

With regard to the above matter, enclosed please find a copy of an Amended Notice of Motion on behalf of Barrington Medical, L.L.C and Declaration of Service, which has been filed electronically with the Bankruptcy Court.

If you have any questions, please feel free to call me.

Very truly yours,


Steven J. Reed

SJR/hrs

Enclosures

cc: Jay L. Lubetkin, Esq., Trustee (via federal express w/encl.)
Service List (via reg. mail w/encl.)

BSKRP01

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:)
)
KENNEDY URGENT CARE, P.C.) Chapter 11
) Case No. 03-17909 (NLW)
Debtor.)
) Hearing Date: December 29, 2003
) Oral Argument Requested

**AMENDED NOTICE OF MOTION OF BARRINGTON MEDICAL IMAGING, LLC
FOR AN ORDER DIRECTING DEBTOR TO ASSUME OR REJECT
UNEXPIRED LEASE PURSUANT TO §§365(d)(2) AND 365(b)(1),
COMPELLING THE DEBTOR TO PAY POST-PETITION RENT,
AND FOR AN ORDER ALLOWING ADMINISTRATIVE CLAIM
PURSUANT TO §§365(d)(10), 363(e) AND 503 OR IN THE ALTERNATIVE
RELIEF FROM THE AUTOMATIC STAY PURSUANT TO §362**

TO: Attached Service Sheet

PLEASE TAKE NOTICE that on December 29, 2003 at 9:00 a.m., pursuant to the default provisions contained in the Agreed Order Requiring Adequate Protection and Modifying the Automatic Stay entered into by the Debtor and Barrington Medical Imaging, LLC ("Barrington"), Barrington will seek an Order from the Honorable Novalyn L. Winfield, U.S.B.J., at the United States Bankruptcy Courthouse, M.L. King Jr. Federal Bldg. & Courthouse, 3rd Floor, 50 Walnut Street, Newark, New Jersey terminating the automatic stay as provided pursuant to the Agreed Order approved on August 28, 2003 which can be found on the Court's docket designated as Document No. 111, a copy of which is attached to this Amended Notice.

GREGORY & REED, P.C.

By: /s/ Steven J Reed
Steven J. Reed
Attorneys for Barrington Medical
Imaging, LLC

Dated: November 25, 2003

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

BOOKER, RABINOWITZ, TRENK, LUBETKIN,
TULLY, DIPASQUALE & WEBSTER, P.C.
100 Executive Drive, Suite 100
West Orange, New Jersey 07052-3320
(973) 243-8600
Jay L. Lubetkin (JL6473)
Counsel for Jay L. Lubetkin,
Chapter 11 Trustee

In re:

KENNEDY URGENT CENTER, P.C.,

Debtor.



Case No.: 03-17909 (NLW)

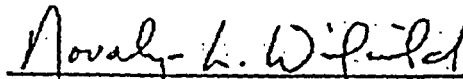
Chapter 11

Honorable Novalyn L. Winfield

**AGREED ORDER REGARDING ADEQUATE PROTECTION
AND MODIFYING THE AUTOMATIC STAY**

The relief set forth on the following pages, numbered two through six, is hereby ORDERED.

DATED: 8/28/2003


Honorable Novalyn L. Winfield
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:)
)
KENNEDY URGENT CARE, P.C.,) Chapter 11
) Case No. 03-17909-NLW
Debtor.)
)
)

AGREED ORDER REGARDING ADEQUATE PROTECTION AND
MODIFYING THE AUTOMATIC STAY

THIS MATTER COMES BEFORE THE COURT on BARRINGTON MEDICAL IMAGING, LLC's ("BARRINGTON") Motion for an Order Directing Debtor to Assume or Reject Unexpired Lease Pursuant to §§365(d)(2) and 365(b)(1), Compelling the Debtor to Pay Post-Petition Rent, and for an Order Allowing Administrative Claim Pursuant to §§365(d)(10), 363(e) and 503 or in the Alternative Relief from the Automatic Stay Pursuant to §362 (the "Motion") the parties having come to an accommodation and settlement, the parties hereby request the entry of this Agreed Order jointly submitted by BARRINGTON and KENNEDY URGENT CARE, P.C., (the "Debtor"), the parties advise the Court that they have agreed as set forth in this Agreed Order Regarding Adequate Protection and Modifying the Automatic Stay (the "Agreed Order") as follows:

WHEREFORE, the Court has jurisdiction over this matter pursuant to Sections 157 and 1334 of Title 28 of the United States Code.

WHEREFORE, on or about March 3, 2002, Union City Diagnostic Center, an unincorporated division of the Debtor, executed and entered into Equipment Rental Agreement No. BMI 030402A ("Agreement") with BARRINGTON for the lease of certain equipment as more particularly described therein (the "Equipment"). A true and correct copy of the Agreement was attached to the Motion as Exhibit A.

WHEREAS, pursuant to the terms of the Agreement, the Debtor agreed to make monthly rental payments in the amount of \$7,850.00, plus applicable taxes, freight, insurance and maintenance charges for a term of thirty-six (36) months.

WHEREAS, the Equipment was received and fully accepted by the Debtor.

WHEREAS, on or about March 11, 2003 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code").

WHEREAS, on or about April 2, 2003, Mr. Jay Lubetkin was appointed as the Chapter 11 Trustee.

WHEREAS, from and after the Petition Date, the Debtor/Trustee has continued to use BARRINGTON's Equipment.

WHEREAS, the Debtor/Trustee has agreed to provide BARRINGTON with adequate protection of its interest in the Agreements and Equipment pending the Debtor/Trustee's determination whether to assume or reject the Agreement.

WHEREFORE, pursuant to the foregoing recitals which are an integral part hereof and the truth of which are hereby stipulated and agreed, the Debtor and BARRINGTON agree as follows:

- a. The Debtor/Trustee acknowledges that BARRINGTON is entitled to adequate protection for Debtor's use of BARRINGTON's Equipment.
- b. As adequate protection of BARRINGTON, Debtor/Trustee stipulates and agrees to pay or cause to be paid directly to BARRINGTON the sum of \$7,850.00 on or before August 10, 2003 and thereafter pay to BARRINGTON the sum of \$7,850.00 each succeeding month on or before the 10th day of each month in which payment is due (the "Monthly Lease Obligation").
- c. In addition to the Monthly Lease Obligation, as defined in paragraph (b) above, the

Debtor/Trustee also agrees to pay to BARRINGTON \$5,064.40 for the use of the Equipment from the Petition Date until March 31, 2003, \$7,850.00 for the use of the Equipment during the month of April and \$7,850.00 for the use of the Equipment during the month of May for a total of \$20,764.40 (the Post-Petition Arrearage"). The Post-Petition Arrearage shall be paid to BARRINGTON in four equal weekly installments of \$5,191.10 due as follows: \$5,191.10 due on or before August 9, 2003; \$5,191.10 due on or before August 16, 2003; due on or before August 23, 2003; and \$5,191.10 due on or before August 30, 2003.

d. The Debtor/Trustee stipulates and agrees that to the extent there is an Event of Default, as defined herein, and such default has continued for fifteen (15) calendar days after service of written notice of the default (by facsimile or otherwise) by BARRINGTON or its representatives or agents, that BARRINGTON shall be entitled to a hearing before the Bankruptcy Court on its request to be granted relief from the automatic stay of 11 U.S.C. §362 concerning the Equipment on three (3) days notice.

1. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") under this Agreed Order:

- a. The entry of an order converting the case to a case under Chapter 7 of the Bankruptcy Code, or dismissing this bankruptcy case, or any order which explicitly terminates this Agreed Order;
- b. The termination, expiration, lapse or reduction of insurance coverage on the Equipment;
- c. Failure to pay any payment required by this Agreed Order when due; and/or
- d. Failure by the Debtor/Trustee to comply with any term of this Agreed Order or failure by the Debtor/Trustee to comply with any material term of the Agreement, not modified by

this Agreed Order, if such default or violation continues for fifteen (15) calendar days after written notification thereof has been transmitted (by facsimile or otherwise) to counsel for the Debtor/Trustee.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

3. Nothing contained herein shall be construed to limit: (a) the right of BARRINGTON to seek further adequate protection, (b) file any motion to compel performance under this Agreed Order, (c) the right of BARRINGTON to file a motion to dismiss or convert this case, (d) assert any motion or objection in the Debtor's bankruptcy reorganization or liquidation; or (e) the rights of the Debtor/Trustee to object to any relief BARRINGTON may seek to assert that the subject lease is really an installment sale contract or any other rights.

4. Any notice required to be sent hereunder shall be deemed given if provided via telecopier, receipt confirmed; overnight delivery by a commercial carrier, or upon its deposit in the United States mail, postage prepaid or hand delivered, and addressed as follows:

(a) If to BARRINGTON:

Dennis A. Dressler, Esq.
Askounis & Borst, P.C.
303 East Wacker Drive, Suite 1000
Chicago, IL 60601
Fax: 312/861-0022

(b) If to the Debtor/Trustee:

Jay L. Lubetkin
Booker Rabinowitz, Trenk et al.
100 Executive Avenue, Suite 100
West Orange, NJ 07052
Fax: 973/243-8677

5. The parties have had the advice of counsel in negotiating this Agreed Order and this Agreed Order contains the complete agreement of the parties.

6. This Agreed Order may be executed by the parties in counterparts with facsimile

signatures and copies treated as if originals.

7. The Court, having jurisdiction hercof and having reviewed the files and records in this case, finds that due and proper notice has been given and that no other interested entities filed objections to the Motion, and finds that good cause exists for the entry of this Order. The Court further finds that the agreement of the parties is fair and reasonable under the circumstances of this case.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the agreement of the parties herein shall be and hereby is APPROVED as an Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the automatic stay of Section 362(a) and the stay afforded by Bankruptcy Rule 4001(a)(3) shall be and hereby are MODIFIED to permit BARRINGTON to enforce its rights.

IT IS SO ORDERED.

Dated: _____

Entered: _____

United States Bankruptcy Judge

Agreed: _____

Dennis A. Dressler
Counsel for BARRINGTON

Agreed: _____

Jay L. Lubetkin
Chapter 11 Trustee

SERVICE LIST

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Attorney for Debtor

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One Newark Center
Suite 2100
Newark, N.J. 07102

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2115 Bergenline Avenue
Union City, NJ 07087

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304 Commerce Drive
Exton, PA 19341

BioMagnetics
303-C Commerce Drive
Exton, PA 19341

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Middle Market Asset Finance
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Jersey City, NJ 07302

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Chicago, IL 60606

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Medical Arts Press
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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 Taxation
P.O. Box 240
Trenton, NJ 08695-0240

Nuclear Regulatory Commission
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Rockville, MD 20852

Nycomed Amersham
101 Carnegie Center
Princeton, NJ 08540

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Morristown, NJ 07962-1945

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Baltimore, MD 21297

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Bothell, WA 98021-8906

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23 Oak Tree Road
Sayreville, NJ 08872

Rubin and Raine
P.O. Box 384
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Standish X-Ray Corp
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State of New Jersey
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Trenton, NJ 08625-0379

State of New Jersey
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Trenton, NJ 08625-0077

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DECLARATION OF SERVICE

I, Steven J. Reed, declare pursuant to 28 U.S.C. §1746, as follows:

1. On November 25, 2003, my office sent by regular mail, a copy of the Amended Notice of Motion with attached Agreed Order to the persons listed on the attached service list. These documents were sent by Federal Express to Dwight E. Yellen, Esq. (debtor's attorney) and Jay L. Lubetkin, Esq., (Trustee).

I declare under the penalty of perjury that the foregoing is true and correct.

By: /s/ Steven J. Reed
Steven J. Reed

Executed on: November 25 , 2003

SERVICE LIST

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