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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	**Chapter 11**
ST. FRANCIS' HOSPITAL, POUGHKEEPSIE, NEW YORK, *et al.*,[1]	:	**Case No. 13-37725**
	:	**(Joint Administered)**
Debtors.	:	**Hearing Date: July 23, 2014**
	:	**Hearing Time: 11:00.m. (EDT)**

SIEMENS MEDICAL SOLUTIONS USA, INC.'S
MOTION FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE

Siemens Medical Solutions USA, Inc. ("Siemens Medical") hereby submits its motion for allowance and payment of an administrative expense claim under 11 U.S.C. § 503 (the "Motion"). In support of the Motion, Siemens Medical respectfully states as follows:

1. Prior to and during this Bankruptcy Case, Siemens Medical and St. Francis' Hospital, Poughkeepsie, New York (the "Debtor") were parties to a Master Agreement (as amended from time to time, the "Health Services Agreement") under which the Debtor agreed to purchase certain software applications, services and related items. The Health Services

[1] The debtors in these chapter 11 cases are: St. Francis' Hospital, Poughkeepsie, New York, St. Francis Home Care Services Corporation, SFH Ventures, Inc., St. Francis Health Care Foundation, Inc., and Saint Francis Hospital Preschool Program.

Agreement contains confidential and proprietary information, all of which is in the Debtor's possession and of which the Debtor is aware.

2. On December 17, 2013 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York.

3. On February 24, 2014, the Bankruptcy Court entered an Order, located at Docket No. 355 in the Bankruptcy Case, approving the sale of certain of Debtor's assets and further approving the assumption by Debtor of certain contracts and assignment of those contracts to Purchaser (the "Sale Order"), all in accordance with the provisions of the Sale Order.

4. In accordance with the Sale Order, Westchester County Health Care Corporation ("Purchaser") designated the Health Services Agreement as a contract assumed by Debtor and assigned to Purchaser in accordance with Section 365(b) of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq*. (the "Bankruptcy Code") and by operation, and pursuant to the terms, of the Sale Order. However, such assumption and assignment was contingent on Debtor and Purchaser satisfying Section 365 of the Bankruptcy Code's requirements of default cure and adequate assurance of future performance.

5. Siemens Medical and Purchaser entered into an Amendment to the Health Services Agreement (the "Amendment"), which Amendment was agreed to and acknowledged by the Debtor regarding a portion of the cure amount required to be paid under Bankruptcy Code Section 365, and pursuant to which the Debtor agreed to pay Siemens Medical all amounts due under the Health Services Agreement that accrued after the Debtor filed the Bankruptcy Case and remained unpaid as of the Closing Date (as that term is defined in the Sale Order)

(collectively, the "Siemens Allowed Administrative Claim"). The Debtor further agreed that the Siemens Allowed Administrative Claim is and shall be deemed to be under the Plan (as that term is defined in the Findings of Fact and Conclusions of Law Regarding the Debtors' Modified First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated April 23, 2014 [and located on the docket in the Bankruptcy Case as Docket No. 635]) an Allowed Administrative Claim to be paid in accordance with the Plan.

6. As of the date of this Motion, the Siemens Allowed Administrative Claim totals $16,299.68, as further detailed in the invoices attached hereto as **Exhibit A** (the "Invoices").

7. Siemens Medical believes that the Debtor intends to pay the Invoices as required under the Amendment but has not done so by the date of this Motion. Siemens Medical, therefore, files this Motion out of an abundance of caution.

NOTICE

8. Notice of this Motion has been given to the parties entitled to receive service through the Court's Electronic Case Filing System and those on the Master Service List for this Bankruptcy Case. In light of the nature of the relief requested, Siemens Medical respectfully submits that no further notice is necessary.

WHEREFORE, for the foregoing reasons, Siemens Medical requests that this Court: (i) grant the relief requested herein; (ii) enter the Order attached hereto as **Exhibit B** awarding Siemens Medical Solutions USA, Inc. an allowed administrative expense claim pursuant to 11 U.S.C. §§ 365 and 503, and in accordance with the Amendment, in the amount of $16,299.68, to

be paid immediately; and (iii) grant such other and further relief as this Court deems just and proper.

Dated: June 6, 2014

Respectfully submitted,

VEDDER PRICE P.C.

By: /s/ Michael L. Schein

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