

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c) SILLS CUMMIS EPSTEIN & GROSS, P.C. Jack M. Zackin (JZ-2540) Simon Kimmelman (SK-3654) Valerie A. Hamilton (VH-5697) One Riverfront Plaza Newark, NJ 07102 (973) 643-7000 Proposed Attorneys for Debtor and Debtor-in-Possession	
In re: PASCACK VALLEY HOSPITAL ASSOCIATION, INC. <div style="text-align: center;">Debtor.</div>	Case No. 07-23686 (RG) Hon. Rosemary Gambardella Chapter 11

Recommended Local Form: <input checked="" type="checkbox"/> Followed <input type="checkbox"/> Modified
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APPLICATION FOR RETENTION OF PROFESSIONAL

1. The applicant, Pascack Valley Hospital Association, Inc., is the (check all that apply):
- Trustee Chap. 7 Chap. 11 Chap. 13
 Debtor Chap. 11 Chap. 13
 Official Committee of _____
2. The applicant seeks to retain the following professional, Cushman & Wakefield of New Jersey, Inc., to serve as (check all that apply):
- Attorney for: Trustee Debtor in Possession
 Official Committee of _____

- Accountant for: Trustee Debtor in Possession
 Official Committee of _____
- Other Professional:
 Realtor Appraiser Special Counsel
 Auctioneer Other (specify): _____

3. The employment of the professional is necessary because the Debtor has determined that the most effective way to maximize its assets for the benefit of its creditors, is to hold an auction sale of its real property as soon as possible. Cushman & Wakefield will provide assistance and expertise to the Debtor and its counsel with respect to the proposed sale

4. Cushman & Wakefield has been selected because it has extensive experience, in-depth local property knowledge, and technology platform provided by our worldwide professionals. Total portfolio expertise, including hi-rise properties, multi-tenant buildings, business and office parks and mixed used projects. The Debtor believes that Cushman & Wakefield is well qualified to market the Debtor's real property for sale.

5. The services that the Debtor may request include any services necessary and appropriate to the marketing of the Debtor's real property for sale.

6. The proposed arrangement for compensation is 3% of the total sale price of real property marketed and sold by Cushman & Wakefield. A copy of the engagement letter between the Debtor and Cushman & Wakefield is annexed hereto as Exhibit A.

7. To the best of the applicant's knowledge, the professional's connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

- None
- Describe connection: As set forth in the Affidavit submitted by Cushman

& Wakefield filed in support of this Application.

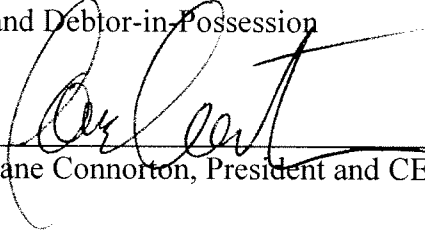
8. To the best of the applicant's knowledge, the professional (check all that apply):

- does not hold an adverse interest to the estate.
- does not represent an adverse interest to the estate.
- is disinterested under 11 U.S.C. § 101(14).
- does not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).
- Other; explain: _____

8. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

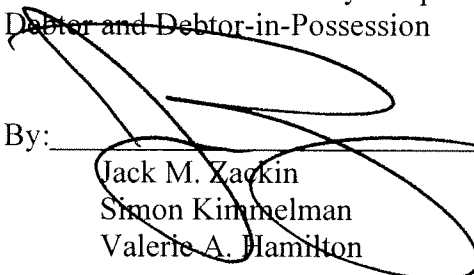
WHEREFORE, the applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may hereafter determine and allow.

PASCACK VALLEY HOSPITAL ASSOCIATION, INC.
Debtor and Debtor-in-Possession

By: 
Jane Connorton, President and CEO

- and -

SILLS CUMMIS EPSTEIN & GROSS, P.C.
Counsel for Pascack Valley Hospital Association, Inc.
~~Debtor and Debtor-in-Possession~~

By: 
Jack M. Zackin
Simon Kimmelman
Valerie A. Hamilton

Date: October 10, 2007



**Pascack
Valley
Hospital**

October 9, 2007

Cushman & Wakefield of New Jersey, Inc.
One Meadowlands Plaza, 7th Floor
East Rutherford, New Jersey 07073

**Re: In re Pascack Valley Hospital Association, Inc., Case No. 07-23686 (RG)
250 Old Hook Road, Westwood, New Jersey**

Ladies and Gentlemen:

Subject to the approval of the Bankruptcy Court, Pascack Valley Hospital Association, Inc. ("PVH") hereby appoints Cushman & Wakefield of New Jersey, Inc. ("C&W") as its sole agent and grants to C&W the exclusive right to market all or any portion of the Property, as more fully described on Schedule 1 (the "Property"). At the request of PVH and the Trustee, C&W may also market, on a non-exclusive basis, all personal property, excluding accounts receivable and related general intangible property, associated with the Property.

C&W's appointment as PVH's sole and exclusive agent to market the Property shall be upon the following terms and conditions:

1. The term of this agreement shall commence on the date hereof and shall continue in effect through April 30, 2008, subject to renewal thereafter upon agreement by the parties and The Bank of New York, as indenture trustee (the "Indenture Trustee") and The Bank of New York as successor master trustee (the "Master Trustee" and collectively with the Indenture Trustee, the "Bank of New York" or the "Trustee" and each Trustee, a "Trustee"), for those certain New Jersey Health Care Facilities Financing Authority Revenue Bonds Pascack Valley Hospital Association Issue, Series 1998 and those certain New Jersey Health Care Facilities Financing Authority Revenue Bonds Pascack Valley Hospital Association Series 2003.

2. C&W agrees that it will enlist its commercially reasonable efforts to secure a satisfactory purchaser for the Property, and if C&W deems it necessary, C&W will also solicit the cooperation of other licensed real estate brokers.

3. C&W shall prepare a marketing brochure or offering package which must be approved by PVH and the Trustee prior to its use. Cushman & Wakefield, Inc. will be reimbursed for all third party expenses including marketing and advertising on a pre-approved budget not to exceed \$18,000. Cushman & Wakefield, Inc. will be reimbursed at the time of closing or termination of the assignment.

4. During the term of this agreement, PVH will refer to C&W all inquiries and offers received by PVH with respect to the Property, regardless of the source thereof, and all negotiations shall be conducted by C&W or under C&W's direction, subject to PVH's review and final approval.

5. In the event that: (i) at any time during the term of this agreement a sale of all or any portion of the Property, upon terms acceptable to PVH and the Trustee, shall be made with any purchaser to whom the Property was submitted by C&W, or by PVH, or by any other person; or (ii) at any time up to six (6) months after the expiration or termination of this agreement a contract of sale or option to purchase

agreement for the Property or any portion thereof is entered into with any purchaser to whom the Property was submitted by C&W, or by PVH, or by any other person during the term of this agreement; then, and in either such event, PVH agrees to pay to C&W one full commission computed and payable in accordance with the annexed Schedule.

6. If a licensed real estate broker other than C&W is the effective procuring cause of any sale covered by this agreement, C&W shall have no obligation to compensate such broker out of the commission PVH pays C&W, it being understood that any such broker shall be compensated solely by its client and in no event shall PVH or any other party be responsible for such compensation..

7. Subject to full disclosure by C&W and, if necessary, approval of the Bankruptcy Court, PVH acknowledges that C&W may represent potential investor or purchaser prospects and PVH hereby consents to such dual representation. C&W represents that it will immediately disclose the dual agency relationship to PVH, the Trustee and any potential investor or purchaser.

8. PVH is a debtor in possession in a Chapter 11 proceeding (Case No. 07-23686 (RG)) pending in the United States Bankruptcy Court for the District of New Jersey. C&W acknowledges that no payment may be made by PVH to C&W unless and until such payment is approved by the Bankruptcy Court and proceeds of the sale of the Property are actually received by PVH. C&W agrees to waive any fees or commissions that are in excess of the amount approved by the Bankruptcy Court.

9. PVH warrants and represents to C&W, that PVH, and all persons and entities owning (directly or indirectly) an ownership interest in PVH: (a) is not, and shall not become a person or entity with whom PVH are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (b) and is not knowingly engaged in, and shall not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above; and (c) is not, and shall not become, an entity whose activities are regulated by the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder.

10. This agreement shall be binding upon the parties hereto (but with respect to PVH, only after approval by the Bankruptcy Court), their respective successors and assigns. PVH represents that it is the fee simple owner of the Property and the signatory represents that he or she is duly authorized to execute this agreement on behalf of PVH.

11. PVH hereby consents to C&W's publicizing its role in any transaction PVH enter into, subject to PVH's reasonable editorial approval of such publicity.

12. C&W represents and warrants to PVH that it is a duly licensed real estate broker in the State of New Jersey and that it has all other necessary licenses and permits to allow it to enter into and perform under this Agreement.

13. PVH and the Trustee shall have the right to terminate this Agreement upon the (a) voluntary or involuntary termination (for any reason whatsoever, including death, disability, change of duty,

assignment or office) of Andrew J. Merin or Jose R. Cruz, (b) dissolution or termination of corporate existence of C&W, (c) cessation of C&W to do business, (d) termination or suspension of C&W's real estate broker's license, (e) gross negligence, willful misconduct or fraud by C&W, or (f) the failure of C&W to satisfy its duties and obligations under this Agreement.

If the foregoing accurately sets forth our agreement, please sign and return the enclosed copies of this letter.

Very truly yours,

**PASCACK VALLEY
HOSPITAL ASSOCIATION, INC.**

By: 

Name: Jane Conerton

Title: President, CEO

Address: 250 Old Hook Road

Westwood, NJ 07675

AGREED:

**CUSHMAN & WAKEFIELD OF
NEW JERSEY, INC.**

By: 

Name: Kimberly L. Brennan
Managing Director

Title: _____

CUSHMAN & WAKEFIELD OF NEW JERSEY, INC.
SCHEDULE OF COMMISSIONS FOR
SALES TRANSACTIONS IN THE STATE OF NEW JERSEY

1. **RATES**

Three (3%) percent of the total sales price.

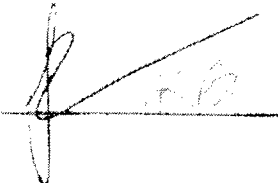
2. **TIME OF PAYMENT**

The commission shall be earned, due and payable in full at the time of the closing or transfer of title to the property upon receipt by PVH of the proceeds of the sale of the property and pursuant to Bankruptcy Court approval.

3. **COMPUTATION OF SALES PRICE**

The commission shall be computed in accordance with the above rates based upon the total sales price, which shall include any mortgages, loans or other obligations of the seller which may be assumed by the purchaser or which the purchaser takes title "subject to", any purchase money loans or mortgages taken back by the seller, the sales price of any fixtures or other personal property sold by separate agreement between the seller and purchaser as part of the overall sale of the real property.

Please initial:

A handwritten signature and initials are written over a horizontal line. The signature is a stylized cursive name, and the initials are "PVH".

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c) SILLS CUMMIS EPSTEIN & GROSS, P.C. Jack M. Zackin (JZ-2540) Valerie A. Hamilton (VH-5697) One Riverfront Plaza Newark, New Jersey 07102 (973) 643-7000 Proposed Attorneys for Debtor and Debtor-in-Possession	
In re:	Case No.: <u>07-23686 (RG)</u>
PASCACK VALLEY HOSPITAL ASSOCIATION, INC.,	Judge: <u>Hon. Rosemary Gambardella</u>
Debtor.	Chapter: <u>11</u>

Recommended Local Form:	<input checked="" type="checkbox"/> Followed	<input type="checkbox"/> Modified
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**CERTIFICATION OF PROFESSIONAL IN SUPPORT OF
APPLICATION FOR RETENTION OF PROFESSIONAL**

I, JOSE R. CRUZ, being of full age, certify as follows:

1. I submit this Certification in support of the Debtor's application for authority to retain Cushman & Wakefield of New Jersey, Inc. as real estate broker for the Debtor.

2. My professional credentials include a bachelor's degree in Financial Economics and Real Estate Development from Rutgers University. I obtained my MBA in Finance at Fordham University, with concentrations in Real Estate and Investments, and have a Master of Science degree in Real Estate from Columbia University. My *curriculum vitae* is annexed hereto as Exhibit A.

3. I am the Senior Director of the Capital Markets Group of Cushman & Wakefield of New Jersey, Inc., which has an office location at One Meadowlands Plaza, East Rutherford, New Jersey 07073.

4. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows: Cushman & Wakefield will file an application for compensation and reimbursement of expenses pursuant to 11 U.S.C. § 330. By agreement with the Debtor, Cushman & Wakefield will request payment of a commission equal to three percent (3%) of the total sale price. Subject to the approval of the Bankruptcy Court, the arrangement for compensation is as set forth in the Engagement Letter annexed as Exhibit A to the Debtor's Application filed in support hereof.

5. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

- None
- Describe connection:

6. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

- None
- Describe connection: Cushman & Wakefield (or one of its affiliated

companies) maintains, or has maintained a business relationship with the following entities (or one of their affiliated companies): Hess Corporation, GE Medical Systems, and Beckman Coulter, Inc. Those business relationships are unrelated to the matter for which Cushman & Wakefield is currently being retained. The Debtor has not filed a complete list of creditors, and I have no knowledge regarding the identity of their respective attorneys or accountants. I have not

been provided with a list of employees of the Office of the United States Trustee, and therefore cannot comment on any connection between Cushman & Wakefield and any such creditors, attorneys, accountants or U.S. Trustee employees. In the event a connection requiring disclosure is later discovered, Cushman & Wakefield will promptly make such disclosure to the Court.

7. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

- do not hold an adverse interest to the estate.
- do not represent an adverse interest to the estate.
- are disinterested under 11 U.S.C. § 101(14).
- do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).
- Other; explain: _____

8. If the professional is an auctioneer,

a. A surety bond in accordance with D.N.J. LBR 2014-1(B)(2) is attached.

Yes No

b. My qualifications and previous experience as an auctioneer include:

c. Have you or any member of your firm ever been convicted of any criminal offense, other than motor vehicle violations?

Yes No

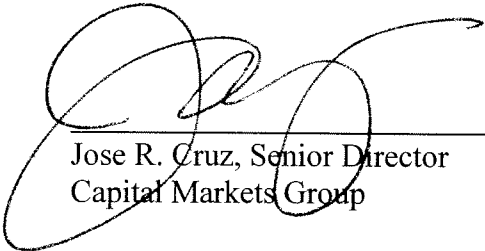
If yes, explain: _____

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

I 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.

CUSHMAN & WAKEFIELD OF
NEW JERSEY, INC.

Date: October 5, 2007



Jose R. Cruz, Senior Director
Capital Markets Group



JOSE R. CRUZ

SENIOR DIRECTOR, CAPITAL MARKETS GROUP

Mr. Cruz serves as a Senior Director of C&W's East Rutherford, New Jersey Investment Sales Group. He is responsible for marketing investment property, valuing institutional quality real estate, and property tours. Mr. Cruz is also responsible for providing analytical support, reviewing financial statements and examining lease information. Since 1997, Mr. Cruz has been involved in more than \$12.0 billion of office, industrial, retail, multifamily and land sales.

Mr. Cruz has been involved in several notable transactions including the sale of the 1.3 million square foot Starwood retail portfolio for \$135 million to Inland Real Estate; the sale of the 1.2 million square foot Rockpoint/Allegiance Office Portfolio for \$115 million to LaSalle, and the \$75 million sale of 201-multifamily units from Korman Communities to Investcorp. Mr. Cruz and his partners have been the recipients of the 2000, 2001, 2004, 2005 and 2006 New Jersey NAIOP "Deal of the Year Award."

Prior to joining the Investment Sales Group, Mr. Cruz was the Northeast Area Manager for the Research Services Department within C&W. He was responsible for overseeing a staff of twelve individuals that compiled detailed quarterly and yearly analytical market reports on the New York and New England areas. Prior to joining C&W, Mr. Cruz was a real estate analyst with PaineWebber, Inc.

Mr. Cruz graduated from Rutgers University in 1991 with a bachelor's degree in Financial Economics and Real Estate Development. He obtained his MBA in Finance at Fordham University, with concentrations in Real Estate and Investments. Mr. Cruz has also received his Master of Science degree in Real Estate from Columbia University. He is currently a member of Pension Real Estate Association (PREA), International Council of Shopping Centers (ICSC), and National Multifamily Housing Council (NMHC). Mr. Cruz is also listed in the 2005 New Jersey Real Estate Rising Stars "40 under 40".

BIOGRAPHY

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

SILLS CUMMIS EPSTEIN & GROSS, P.C.

Jack M. Zackin (JZ-2540)

Valerie A. Hamilton (VH-5697)

One Riverfront Plaza

Newark, NJ 07102

(973) 643-7000

Attorneys for Debtor and Debtor-in-Possession

In Re:

PASCACK VALLEY HOSPITAL
ASSOCIATION, INC.

Debtor.

Case No.: 07-23686 (RG)

Judge: Rosemary Gambardella

Chapter: 11

Recommended Local Form:

Followed

Modified

**ORDER AUTHORIZING
RETENTION OF CUSHMAN & WAKEFIELD**

The relief set forth on the following pages, numbered two (2) and three (3) is hereby
ORDERED.

In re: Pascack Valley Hospital Association, Inc.

Case No.: 07-23686 (RG)

Applicant: Pascack Valley Hospital Association, Inc.

(check all that apply) Trustee: Chap. 7 Chap. 11 Chap. 13.
 Debtor: Chap. 11 Chap. 13
 Official Committee of _____

Name of Professional: Cushman & Wakefield of New Jersey, Inc.

Address of Professional: One Meadowlands Plaza

East Rutherford, NJ 07073

Attorney for (check all that apply):
 Trustee Debtor-in-Possession
 Official Committee of _____

Accountant for:
 Trustee Debtor-in-Possession
 Official Committee of _____

Other Professional:
 Realtor Appraiser Special Counsel Auctioneer
 Other (specify): _____

Upon the applicant's request for authorization to retain the professional named above,

It is hereby ORDERED as follows:

1. The applicant is authorized to retain the above party in the professional capacity noted.

2. Compensation shall be paid in such amounts as may be allowed by the Court upon proper application(s) therefor.
3. The effective date of the retention is the date the application was filed with the Court.