

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

LASER SPINE INSTITUTE, LLC,

Assignor,

Case No. 2019-CA-2762

to

SONEET KAPILA,

Assignee.

_____ /

**ASSIGNEE'S MOTION FOR ORDER AUTHORIZING REJECTION
OF WAYNE, PA LEASE EFFECTIVE AS OF JANUARY 25, 2019**

Soneet Kapila of KapilaMukamal, in his capacity as assignee (“**Assignee**”) of Laser Spine Institute, LLC (the “**Applicable Assignor**”), respectfully requests, pursuant to the provisions of §§ 727.108(5) and 727.110(3) of the Florida Statutes, the entry of an order authorizing the rejection of the Lease (defined below) effective as of January 25, 2019. In support of this motion, the Assignee states as follows:

Background

1. On March 14, 2019, the Applicable Assignor executed and delivered an assignment for the benefit of creditors to the Assignee. The Assignee filed a Petition with the Court on March 14, 2019, commencing an assignment for the benefit of creditors proceeding pursuant to Section 727 of the Florida Statutes (the “**Applicable Assignment Case**”).¹

¹ Simultaneous with the filing of the Applicable Assignment Case, the Assignee filed fifteen other Petitions commencing assignment for the benefit of creditors’ proceedings for affiliates of the Applicable Assignor. By separate motion, the Assignee will be seeking to administratively consolidate the sixteen affiliated assignment cases under the assignment case of Laser Spine Institute, LLC, Case No. 2019-CA-2762.

2. On or about September 3, 2009, the Applicable Assignor, as tenant, and 676 and 656 Swedesford Associates, L.P., as landlord (the “**Landlord**”), entered into a Lease Agreement for commercial real property located at the Valley Forge Office Center, 676 and 656 Swedesford Road, Wayne, Pennsylvania 19087 (the “**Leased Property**”). The Lease Agreement was amended by that certain Amendment to Lease Agreement dated November 2, 2010, Second Amendment to Lease Agreement dated January 20, 2011, Third Amendment to Lease Agreement dated April 10, 2012, Fourth Amendment to Lease Agreement dated June 4, 2012, Fifth Amendment to Lease Agreement dated February __ [no date listed], 2014, and Sixth Amendment to Lease Agreement dated June 2, 2016. The Lease Agreement, as amended, shall collectively be referred to as the “**Lease.**”

3. On January 25, 2019, the Landlord, through counsel, delivered a notice terminating the Lease effective immediately.

Relief Requested

3. Section 727.108 of the Florida Statutes provides that one of the Assignee’s duties is, “[t]o the extent reasonable in the exercise of the assignee’s business judgment, reject an unexpired lease of nonresidential real property or of personal property under which the assignor is the lessee.” Fla. Stat. § 727.108(5). Further, § 727.108 expressly grants the Court the power to “[a]uthorize the assignee to reject an unexpired lease of nonresidential real property or of personal property under which the assignor is the lessee pursuant to s. 727.108(5).” Fla. Stat. § 727.109(6).

4. The Lease was terminated prior to the Assignment Date. In an abundance of caution, however, the Assignee files this motion for an order authorizing the rejection of the Lease effective as of January 25, 2019.

5. The Lease and the Leased Property are financially burdensome to the estate. The Leased Property was abandoned prior to the Assignment Date.

6. Entry of an order authorizing rejection of the Lease effective as of January 25, 2019, will conserve estate resources, which ultimately benefits creditors.

WHEREFORE, the Assignee respectfully requests the Court enter an order granting this motion, authorizing rejection of the Lease effective as of January 25, 2019, and providing such other relief as is just and proper.

Dated: March 15, 2019

/s/ Amy Denton Harris
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing has been sent by either electronic mail or U.S. mail on this 15th day of March, 2019 to:

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