

In re:
Wordsworth Academy
Wordsworth Academy
Debtors

Case No. 17-14463-amc
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0313-2

User: PaulP
Form ID: pdf900

Page 1 of 1
Total Noticed: 3

Date Rcvd: Jul 27, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 29, 2017.

db +Wordsworth Academy, 2101 Pennsylvania Avenue, Ft. Washington, PA 19034-2994
db +Wordsworth Academy, MAILING ADDRESS:, 3300 Henry Avenue, Bldg. 4, 2nd Floor,
Philadelphia, PA 19129-1121
clagnt +Donlin, Recano & Company, Inc., 6201 15th Avenue, Brooklyn, NY 11219-5411

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 29, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 27, 2017 at the address(es) listed below:

ANNE M. AARONSON on behalf of Debtor Wordsworth Academy aaaronson@dilworthlaw.com,
mdolan@dilworthlaw.com;cchapman-tomlin@dilworthlaw.com;mferrier@dilworthlaw.com
CARLA ARIAS on behalf of Commonwealth of PA UCTS carias@pa.gov
DANIEL R. UTAIN on behalf of Creditor List Associates, L.P. dutain@kaplaw.com,
llapenna@kaplaw.com
HOLLY ELIZABETH SMITH on behalf of Creditor Children's Choice, Inc. hsmith@gsbblaw.com
JAMES J. HOLMAN on behalf of PUBLIC HEALTH MANAGEMENT CORPORATION jjholman@duanemorris.com
JEFFREY KURTZMAN on behalf of Creditor Unit Four Falls Center, L.P.
Kurtzman@kurtzmansteady.com
JEFFREY S. CIANCIULLI on behalf of Creditor Official Committee of Unsecured Creditors of
Wordsworth Academy, et al jcianciulli@weirpartners.com, thall@weirpartners.com
JENNIFER P. KNOX on behalf of M&T BANK jknox@reedsmith.com
KEVIN P. CALLAHAN on behalf of U.S. Trustee United States Trustee kevin.p.callahan@usdoj.gov
LAWRENCE G. MCMICHAEL on behalf of Debtor Wordsworth Academy lmc michael@dilworthlaw.com,
cpappas@dilworthlaw.com;mdolan@dilworthlaw.com;amelli-mirza@dilworthlaw.com;mferrier@dilworthlaw.com
MEGAN N. HARPER on behalf of Creditor City of philadelphia megan.harper@phila.gov,
james.feighan@phila.gov
MICHAEL R LASTOWSKI on behalf of PUBLIC HEALTH MANAGEMENT CORPORATION
mlastowski@duanemorris.com
MONICA MATHEWS REYNOLDS on behalf of General Healthcare Resources, Inc.
mreynolds@highswartz.com
PETER C. HUGHES on behalf of Debtor Wordsworth Academy phughes@dilworthlaw.com,
mdolan@dilworthlaw.com;amelli-mirza@dilworthlaw.com
STANTON M. LACKS on behalf of Creditor Debra Lacks blackslaw@comcast.net
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM J. BURNETT on behalf of Interested Party Learn and Play t/a Play and Learn
william.burnett@flastergreenberg.com, william.burnett@ecf.inforuptcy.com

TOTAL: 17

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 11
	:	
Wordsworth Academy, <i>et al.</i> , ¹	:	Case No. 17- 14463 (AMC)
	:	
Debtors.	:	Jointly Administered
	:	

ORDER AUTHORIZING ASSUMPTION OF UNEXPIRED LEASE

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order authorizing the Debtors to assume an unexpired lease between Debtor, Wordsworth Academy, and Learn and Play t/a Play and Learn; it appearing that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors and other parties in interest; the Court having reviewed the Motion and having considered the statements of counsel and evidence adduced with respect to the Motion at a hearing before the Court (the “Hearing”); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) and it appearing that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and (d) due and proper notice of this Motion having been provided; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefore, it is hereby **ORDERED**:

1. The Motion is granted on the terms set forth herein.
2. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Wordsworth Academy (9031); Wordsworth CUA 5, LLC (0983); and Wordsworth CUA 10, LLC (5980). Wordsworth Academy has an address at 3300 Henry Ave., Philadelphia, PA 19129.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

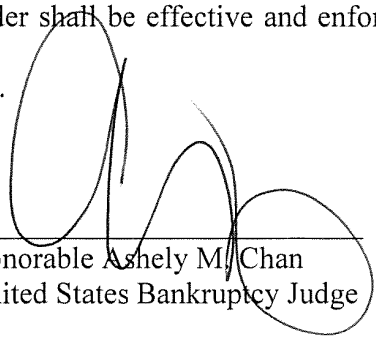
3. The Debtors are authorized to assume the Lease between Debtor, Wordsworth Academy, and Learn and Play Inc., t/a Play and Learn, as of the Petition Date.

4. The Lease is hereby amended as follows:

- (a) In Section 1 (PREMISES), the phrase “ingress/egress areas to said building” shall mean the non-exclusive use by Tenant of the existing driveway from the subject building to Camp Hill Road and all public (Wenner Way and Camp Hill Road) and private access roads (Gay Way) and pathways to the subject building.
- (b) In Section 1 (PREMISES), the phrase “twenty (20) parking spaces adjacent to the building” shall mean the exclusive right to use 20 identified parking spaces mutually acceptable to the Debtor and Tenant.
- (c) Section 13 of the Lease provides that, subject only to the prior written approval of Lessor which approval must not be unreasonably withheld, Tenant is entitled to construct additions and renovations within the land set aside as the Premises. Such acceptable improvements have been constructed during the term of the Lease to date. Further, it is understood that Lessor approves Lessee’s option to construct additional improvements substantially similar to the Floor Plan design drawing by Modular Space Corporation, Inc., dated 4/3/2012, last revised 5/15/12 for approximately 6,000 square feet that is intended to be program operational. Any further additions or improvements to the Premises shall be otherwise Subject to Section 13 of the Lease.

5. The terms and conditions of this Order shall be effective and enforceable on the day that is thirty (30) days from the date it is entered.

Dated: July 26, 2017
Philadelphia, Pennsylvania



Honorable Ashley M. Chan
United States Bankruptcy Judge