



## BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale"), effective as of December 19, 2023 (the "Effective Time"), is executed and delivered by **CENTRO MÉDICO DEL TURABO, INC.**, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico ("CMT"), **CMT DEVELOPMENT, L.L.C.**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico ("CMT Dev"), **PORTAL DE CAGUAS, INC.** a corporation organized and existing under the laws of the Commonwealth of Puerto Rico ("PDC"), **I.A. DEVELOPERS CORP.**, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico ("IAD") and **HIMA • SAN PABLO PROPERTIES, INC.**, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico ("HSPP," and together with CMT, CMT Dev, PDC and IAD, each a "Seller," and collectively, the "Sellers"), and **METRO CAGUAS INCORPORATED**, a corporation formed and existing under the laws of the Commonwealth of Puerto Rico (the "Purchaser" and, together with the Sellers, the "Parties").

## WITNESSETH



**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of October 3, 2023 (the "Purchase Agreement"; all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement), the Sellers agreed to sell, transfer, convey and deliver to Purchaser all of the Assets described in the Purchase Agreement, free and clear of all liens and encumbrances;



**WHEREAS**, the sale of the Assets includes, but is not limited to, the health facilities known as Hospital HIMA San Pablo Caguas located at #100 Luis Munoz Marin Avenue and the Ambulatory Center (HIMA Surgi Center), located at Muñoz Rivera 1-A, both in the Municipality of Caguas; and

**WHEREAS**, the sale of the Assets was approved by the U.S. Bankruptcy Court pursuant to an "*ORDER APPROVING PURCHASE AND SALE AGREEMENTS OF GRUPO HIMA CAGUAS ASSETS PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES*" issued on November 14, 2023, in Case Number 23-02510 (ESL) (In Re: Grupo HIMA San Pablo, Inc.), jointly administered with Case Numbers 23-02513 (ESL) (In re: Centro Médico del Turabo, Inc.), 23-02515 (ESL) (In re: HIMA San Pablo Properties, Inc.), 23-02516 (ESL) (In re: Portal de Caguas, Inc.), 23-02517 (ESL) (In re: General Contracting Services, Inc.), 23-02519 (ESL) (In Re: I.A. Developers Corp.), 23-02520 (ESL) (In re: CMT Development, LLC), 23-02521 (ESL) (In re: Jocar Enterprises, Inc.), 23-02522 (ESL) (In re: Jersuallem Home Ambulance, Inc.), and 23-02523 (ESL) (In re: Host Security Services, Inc.), having a total of one hundred eleven (111) pages, and signed by United States Bankruptcy Judge Enrique S. Lamoutte, Docket Entry Number 476, as amended pursuant to that certain "*JOINT MOTION TO SUBMIT AMENDED AND SUPERSEDED EXHIBITS TO THE CAGUAS SALE ORDER AT DOCKET NO. 476*" filed on December one (1), two thousand twenty-three (2023), having a total of forty-one (41) pages, Docket Entry Number 515, and the corresponding "*ORDER*" issued on December four (4), two

thousand twenty-three (2023) by the United States Bankruptcy Court for the District of Puerto Rico, having a total of two (2) pages, and signed by United States Bankruptcy Judge Enrique S. Lamoutte, Docket Entry Number 527.

**NOW, THEREFORE**, in consideration of the execution of the Purchase Agreement, the payment of the Purchase Price stipulated in the Purchase Agreement, and the premises and mutual covenants contained therein, the Parties hereby agree as follows:

1. **Transfer of the Assets.** Subject to the terms of the Purchase Agreement, the Sellers hereby sell, assign, convey, grant, transfer, set over, alienate, and deliver unto the Purchaser, its successors and assignees, forever, all of the Sellers' rights, title and interests in and to the Assets as of the Effective Time, and the Purchaser hereby acquires and assumes the Assets, but not the Excluded Liabilities, from the Sellers, as of the Effective Time, free and clear of all liens and encumbrances.

2. **Effective Time.** The Effective Time of the transaction shall be December 20<sup>th</sup>, 2023, at 12:00:01 a.m.

3. **Representations, Warranties, and Indemnities.** All of the representations, warranties, and indemnity provisions of the Sellers pertaining to the Assets contained in the Purchase Agreement continue to be in full force and effect and are hereby incorporated by this reference and reinstated as if the same had been made on and as of this date.

4. **Modifications, Successors and Assigns.** This Bill of Sale may be modified only in writing, signed by the Sellers and the Purchaser, or their respective successors and assigns, and shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

5. **Counterparts.** The Parties may execute this Bill of Sale in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., telecopier, scanned PDF by e-mail, etc.) is as effective as executing and delivering this Bill of Sale in the presence of the other parties to this Bill of Sale. In proving this Bill of Sale, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this Bill of Sale by facsimile also shall deliver a manually executed counterpart of this Bill of Sale, but the failure to do so does not affect the validity, enforceability, or binding effect of this Bill of Sale.

6. **Choice of Law.** The laws of the Commonwealth of Puerto Rico (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Bill of Sale and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

7. **Further Assurances.** Each Seller hereby covenants that it will, at any time and from time to time, upon the request of Purchaser, without the assumption of any additional

liability, execute and deliver such further documents and do such further acts as Purchaser may reasonably request in order to fully effect the purpose of this Bill of Sale.

**8. No Additional Rights or Obligations; Inconsistencies.** Nothing in this Bill of Sale shall be construed to create, increase, modify, limit, discharge, mitigate or release any obligation or otherwise affect any right of any party set forth or provided for in the Purchase Agreement. In the event of any inconsistency between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed and delivered by their duly authorized officers as of the date first above written.

**CENTRO MÉDICO DEL TURABO, INC.**

**CMT DEVELOPMENT, L.L.C.**

By: AR \_\_\_\_\_  
Name: Armando Rodríguez Benítez  
Title: Authorized Representative

By: AR \_\_\_\_\_  
Name: Armando Rodríguez Benítez  
Title: Authorized Representative

**PORTAL DEL CAGUAS, INC.**

**I.A. DEVELOPERS CORP.**

By: AR \_\_\_\_\_  
Name: Armando Rodríguez Benítez  
Title: Authorized Representative

By: AR \_\_\_\_\_  
Name: Armando Rodríguez Benítez  
Title: Authorized Representative

**HIMA • SAN PABLO PROPERTIES, INC.**

**METRO CAGUAS INCORPORATED**

By: AR \_\_\_\_\_  
Name: Armando Rodríguez Benítez  
Title: Authorized Representative

By: Ka \_\_\_\_\_  
Name: Karen Z. Artau Feliciano  
Title: President

Affidavit Number 4,643

Acknowledged and subscribed to before me by Armando Rodríguez Benítez, of legal age, married, executive and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of **CENTRO MÉDICO DEL TURABO, INC., CMT DEVELOPMENT, L.L.C., PORTAL DE CAGUAS, INC., I.A. DEVELOPERS CORP., and HIMA • SAN PABLO PROPERTIES, INC.**, and by Karen Artau Feliciano, of legal age, married, executive and resident of San Juan, Puerto Rico, in her capacity as President of **METRO CAGUAS INCORPORATED**, both of whom are personally known to me, in San Juan, Puerto Rico, on this 19<sup>th</sup> day of December, 2023.



Carlos M. Lamoute Navas  
NOTARY