

BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale"), dated as of December 15, 2023, is executed and delivered by **CENTRO MEDICO DEL TURABO, INC.**, a Puerto Rico corporation, **HIMA • SAN PABLO PROPERTIES, INC.**, a Puerto Rico corporation (collectively, the "Sellers"); and **AM ACQUISITION I, LLC**, a Puerto Rico not-for-profit limited liability company (the "Purchaser" and, together with the Sellers, the "Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Stalking Horse Asset Purchase Agreement dated as of September 18, 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 the Assets, free and clear of all Encumbrances other than the Permitted Exceptions.

NOW, THEREFORE, in consideration of the execution of the Purchase Agreement, the payment of the Purchase Price, 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, but not the Excluded Assets or the Excluded Liabilities, as of the Effective Time, and the Purchaser hereby acquires and assumes the Assets, but not the Excluded Assets or the Excluded Liabilities, from the Sellers, as of the Effective Time, free and clear of all Encumbrances other than the Permitted Exceptions.

2. 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, are hereby incorporated by this reference and reinstated as if the same had been made on and as of this date.

3. 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.

4. 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.

5. 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.


6. **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.

7. **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.

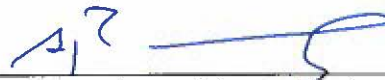
[signature pages follow]

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 MEDICO DEL TURABO, INC.
as Seller


By: 
Name: Armando Rodríguez Benitez
Title: Authorized Representative

HIMA • SAN PABLO PROPERTIES, INC.
as Seller

By: 
Name: Armando Rodríguez Benitez
Title: Authorized Representative


Affidavit No.: 476

Acknowledged and subscribed before me in San Juan, Puerto Rico on this 15th day of December, 2023, by the following person who is personally known to me: Armando Rodríguez Benitez, of legal age, married, executive and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of Centro Medico del Turabo, Inc. and HIMA•San Pablo Properties, Inc.


Notary Public




AM ACQUISITION I, LLC
as Purchaser

By: 
Name: Jorge L. Matta Serrano, MHSA, FACHE
Title: Authorized Representative

Affidavit No.: 1921

Acknowledged and subscribed before me in San Juan, Puerto Rico on this 15th day of December, 2023, by the following person who is personally known to me: Jorge L. Matta Serrano, of legal age, married, executive and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of AM Acquisition I, LLC.




Notary Public

[Signature Page-Bill of Sale]