

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN THE MATTER OF

Clinica Santa Rosa, INC

DEBTOR

CASE NO. 16-9033

CHAPTER 11

**URGENT MOTION REQUESTING AUTHORIZATION TO ENTER INTO PREMIUM
FINANCE AGREEMENT FOR DEBTOR INSURANCE POLICIES.**

TO THE HONORABLE COURT:

COMES NOW, Debtor, Clinica Santa Rosa, INC. represented by the undersigned attorney and very respectfully states and prays as follows:

1. The Instant case was filed on November 14, 2016.
2. That debtor insurance policy had to be renewed on December 2016.
3. That debtor does not have the full amount to pay the premium of the Insurance policies.
4. That debtor needs the premium finance in order to continue his Insurance Policies as required.
5. That debtor has made the arrangements to renew the Insurance Policy and has made the down payments of the same, to Fulero Insurance in the amount of \$ 88,566.30.
6. That the insurance company requests an order from this Honorable Court pursuant to section 364 (c) in order to enter the finance agreement of said Insurance Policy with IPFS corporation (IPFS) I down payment of \$88,566.30 (already made) with 9 payments of \$23,416.54 (see Exhibit I).
7. That section .364 (c) of Bankruptcy Code States:
“Section 364 Obtaining Credit.
 - A).
 - B).
 - C) If the trustee is unable to obtain unsecured credit allowable under

section 503 (b) (1) of this title as an administrative expense, the court after notice and hearing, may authorize the obtain of credit or the incurring of debt.

1- With priority over any or all administrative expenses of the kind specified in section 503 (b) or 507(b) of this title.

2- Secured by lien on property of the estates that is not otherwise subject to lien; or

3-Secured by a junior lien on property of the estates that is subject to a lien”.

8. That pursuant to section 364 (c) of title 11 of the United Code as amended (the Bankruptcy code) and the terms of the agreement, the debtor are authorized to grant to IPFS a first Priority security interest (the lien) in the Policies including (but only to the extent permitted by applicable law) (i) all money that is or may become due under the agreement because of a loss under the policies that reduces unearned premiums (subject to the interest of any applicable mortgage or loss payee) (ii) any return of premiums or unearned premiums under the policies and (iii) any dividends that may become due the debtors in connection with policies.
9. That it is requested that in the event that the debtor defaults under the terms of the agreements, IPFS, may in accordance with the terms of the agreement and without further order of the Court, cancel the policies listed in the agreement or any amendment thereto and receive and apply the unearned or the return premiums to the account of the debtor.
10. That the full rights of IPFS pursuant to the agreement controlling state law be and the same be fully preserved and protected and are and shall remain unimpaired by the pendency of this or any subsequent proceeding under the Bankruptcy code, the appointment of the a trustee in this case, or the conversion of the case to a

case under Chapter 7 of the Bankruptcy code.

11. It is also requested that in the event that returned or unearned premiums or the amount due under the Policies are insufficient to pay the total amount owing by the Debtor to IPFS, any remaining amount owing to IPFS, including reasonable attorneys' fees and costs, shall be an allowed claim in this case with priority as an administrative expense pursuant to Section 503(b) (1) of the Bankruptcy Code.
12. That, any monies due under the Agreement not otherwise satisfied through returned or unearned premiums or through payment of an allowed administrative claim filed by IPFS shall not be subject to discharge or release in this Chapter 11 proceeding or any corresponding Chapter 7 proceeding, notwithstanding any provision to the contrary set forth in any Chapter 11 Plan or Confirmation Order entered in the above captioned case.
13. That, notwithstanding anything to the contrary contained in any Order approving secured financing in this case, the Lien granted to IPFS hereunder in connection with the Policies shall be senior to any security interests and/or liens granted to any other secured creditors in the Debtor's case.
14. That, because IPFS has extended credit to the Debtor in good faith, the reversal or modification of this order on appeal shall not affect the validity of the debt owed to IPFS or the priority of its liens, as provided in Section 364(e) of the Bankruptcy Code.
15. That a proposed order is herein included Exhibit II.

WHEREFORE, it is respectfully requested from this Honorable Court to enter an order authorizing debtor into a premium financial agreement for their Insurance Policies.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 11 day of January, 2017.

I HEARBY CERTIFY, that on this same date I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the parties appearing in said system, including U.S. Trustee.

NOTICE

Within fourteen (14) days after service as evidence by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; (iii) in the opinion of the Court, the interest of justice requires otherwise.



ANTONIO I. HERNÁNDEZ SANTIAGO, ESQ.
USDC-PR 201602
PO BOX 8509
SAN JUAN, PR 00910-0509
TELS.(787)250-0575 FAX: (787)753-7655
EMAIL:ahernandezlaw@yahoo.com


CERTIFICATE OF SERVICE

I DO HERBY CERTIFY that on this date I electronically filed a true and exact copy of the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

- MIGLISA L CAPO mcapo@metropaviahealth.com, mcapo@metropaviahealth.com
- REBECA CAQUIAS MEJIAS rcaquias@fgrlaw.com,
rcaquias@ecf.courtdrive.com;acordero@fgrlaw.com;lferran@fgrlaw.com;rcabrera@fgrlaw.com
- JOSE R CINTRON RODRIGUEZ j-cintron-djur@prepa.com, c-aquino@prepa.com
- AGNES I CORDERO agnes.cordero@usdoj.gov, leonel.albizu@usdoj.gov
- CHARLES ALFRED CUPRILL cacuprill@cuprill.com,
ccuprill@cuprill.com;docket@cuprill.com;luis@cpacarrasquillo.com
- BRISEIDA Y DELGADO MIRANDA delgadamirandalaw@gmail.com
- CARMEN PRISCILLA FIGUEROA BELL cfigueroa@crimpr.net,
cpfbkcy@gmail.com
- ALEXIS FUENTES HERNANDEZ alex@fuentes-law.com,
fuenteslaw@icloud.com;afuentes@lbrglaw.com
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- ARTURO GONZALEZ MARTIN agm017@yahoo.com, agm017@gmail.com
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- WILLIAM SANTIAGO SASTRE wssbankruptcy@gmail.com,
fbatallagarcia@gmail.com;allanosarboleda@gmail.com
- US TRUSTEE ustpreion21.hr.ecf@usdoj.gov

I DO HERBY FURTHER CERTIFY that on the same date a true and exact copy of the foregoing has been sent by regular United States mail to Debtors, Clinica Santa Rosa Po Box 10008 Guayama, PR 00785 Guayama PR.

In San Juan, Puerto Rico, this 11 day of January, 2017.



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250 AVENIDA MUÑOZ RIVERA
SUITE 1118
SAN JUAN, PR 00918-1816

IPFS CORPORATION

Telephone: (866)412-2430
Fax: (787)753-3280

**RETAIL INSTALLMENT CONTRACT
(INSURANCE PREMIUM FINANCING AGREEMENT)**

QUOTE NUM. 5673874 CUST. NUM. _____
 BUYER (INSURED) CLINICA SANTA ROSA &/OR HOSPITAL TEL. _____
 ADDRESS GENERAL MENONITA PO BOX 90238787 GUAYAMA, PR 00785
 SELLER (PRODUCER) FULCRO INSURANCE, INC.
 ADDRESS PO BOX 9024048 SAN JUAN PR 009024048 TEL. (787)725-5880
 GENERAL AGENT OR INSURANCE COMPANY SEE ADDENDUMS TEL. _____

TRUTH IN LENDING DISCLOSURES TO CONSUMER (FEDERAL DISCLOSURE BOX)

ANNUAL PERCENTAGE RATE Cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	AMOUNT FINANCED (PRINCIPAL BALANCE) Amount of credit <u>provided to you</u> on your behalf	TOTAL OF PAYMENTS (DEFERRED BALANCE) The amount you will have paid after you have made all payments as scheduled.	TOTAL SALE PRICE Total cost of your purchase on credit including down payment of:
<u>4.730%</u>	<u>\$4,094.16</u>	<u>\$206,654.70</u>	<u>\$210,748.86</u>	<u>\$88,566.30</u> <u>\$299,315.16</u>

THE AGREED PAYMENT PLAN IS:	NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	DUE DATE OF EACH PAYMENT	MM	DD	YY	LAST PAYMENT		
							MM	DAY	YR
	9	\$23,416.54	MONTHLY COMMENCING ON: 12/17/2016	12	17	2016	08	17	2017

GUARANTY: This obligation is guaranteed by the Policies which have been assigned to IPFS Corporation (LENDER)
LATE CHARGES: The Buyer (Insured) will be charged 5% on each payment which is delayed more than 15 days.
PAYMENT IN ADVANCE: In the event the total of payments is received in advance of the obligation, the insured will be entitled to a discount of the Finance Charge computed based on the simple interest method.
 For additional information regarding default of payment, violations of the contract and the right to pay in advance, refer to the terms and conditions outlined in this contract.

TRANSACTION DETAIL

a) Total Premium	<u>\$295,221.00</u>
b) Cash Down Payment	<u>\$88,566.30</u>
c) Amount Financed (a-b)	<u>\$206,654.70</u>
d) Credit Charge	<u>\$4,094.16</u>
e) Total Installment Payment	<u>\$210,748.86</u>

PAYEE

For the amount received, and as a consequence of the financing provided by LENDER for the purchase of the policies mentioned above, the Buyer is obligated to pay LENDER the amount of \$ 23,416.54 in monthly installments according to the above payment plan and subject to the conditions outlined in this Retail Installment Contract (the "RIC").

NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT. UNDER THE PRESENT LAW YOU HAVE THE RIGHT TO PAYOFF IN ADVANCE THE BALANCE OWED UNDER THE CONTRACT. IN THOSE CASES THE PRINCIPAL OWED AS OF THE DATE OF PAYMENT, PLUS ANY BALANCE TO COVER CHARGES OR INTEREST ACCRUED TO THAT DATE, SHALL BE CANCELLED.

Place of Execution _____ Date: _____ 20____

RETAIL INSTALLMENT SALES CONTRACT

The Producer certifies the authenticity of the Insured's signature or of Authorized Officer

Name of the Buyer (Insured) _____
 Signature of Buyer (Insured) or Authorized Officer _____
 _____ (Producer) _____ Signature of Seller

LENDER

AGREEMENT WITH INSURANCE COMPANY AND/OR GENERAL AGENT

LENDER agrees to pay to the Insurance Company or General Agent, the Amount Financed indicated above within 30 days after inception of the policies. The Insurance Company and/or the General Agent and the Buyer accept all of the conditions contained on page 2 & 3 of this agreement.

ACCEPTED
 INSURANCE COMPANY AND/OR GENERAL AGENT: SEE ADDENDUMS

Date SEE ADDENDUMS _____ SEE ADDENDUMS _____
 Signature of Authorized Officer and Title

SEE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 AND 3

ADDITIONAL TERMS AND CONDITIONS OF INSURANCE PREMIUM FINANCING CONTRACT

For value received to the Insured's entire satisfaction, the Insured, through the named producer and/or General Agent, has agreed to the issuance by the insurance companies (hereinafter collectively and individually referred to as the "Insurer") of the insurance policies (hereinafter collectively and individually referred to as the "Policies" or the "Policy") set forth on page three of this contract, which are subject to premium payments in accordance with the applicable terms established by law and regulations.

1. The Insured hereby authorizes and directs LENDER to pay the "Amount Financed" shown on page one hereof to the Insurer through the General Agent appearing herein.
2. As security for the indebtedness evidenced by this contract, the Insured hereby irrevocably transfers and assigns to LENDER the Policies and all rights of the Insured hereunder, including, but not limited to, all sums that may be or become payable to the Insured in connection with or on account of the Policies and any and all returned and unearned premiums resulting from cancellation or otherwise; provided that such transfer and assignment should not be interpreted as a total or partial release of the obligations of the Insured hereunder who shall in any event continue to be liable to LENDER for all obligations assumed hereunder until the same have been satisfied in full.
3. The Insured agrees to pay the late charges shown on the reverse hereof in the event of a failure to pay any installment over fifteen (15) days of the due date.
4. The Insured hereby agrees that in the event the Insured fails to pay any installment hereunder over fifteen (15) days after due date, the Insured shall be deemed to have waived coverage under the Policies and hereby irrevocably authorizes LENDER to request the total and/or partial cancellation of the Policies and to declare immediately due and payable all amounts due hereunder. The Insured hereby irrevocably authorizes and directs the Insurer to effect such cancellation of the Policies in the manner requested and when requested by LENDER; provided, however, that in no event shall LENDER be obligated to request such cancellation; and provided, further, that in no event shall LENDER be responsible or liable for any liability resulting from the cancellation, reduction or elimination of insurance coverage, nor for the non-cancellation of the Policies.
5. The Insured understands and agrees that in the event any draft or check received by LENDER for application to the Insured's account is returned unpaid by the drawee bank then, in such case, any request made by LENDER to the Insurer for reinstatement of the Policies shall immediately be deemed cancelled and any notice of cancellation to the Insurer delivered by LENDER prior to the receipt of such draft or check shall be deemed reinstated effective on the original date of such notice.
6. The Insured hereby irrevocably authorizes and directs the Insurer named herein to pay by check or draft to the sole order of LENDER any sums payable to the Insured and further authorizes LENDER, in the event of a default hereunder, to endorse in the name and on behalf of the insured any drafts or checks issued by the Insurer payable to order of or for the benefit of the Insured.
7. The Insured understands and agrees that LENDER, at its sole discretion, may claim the entirety of any amounts due hereunder directly from the Insured without first exercising its rights as assignee of the Policies.
8. The Insured understands and agrees that all amounts due hereunder, including penalties and charges, shall become immediately due and payable in the event the Policies (or any one of them) shall be cancelled for any reason whatsoever.
9. The Insured hereby authorizes LENDER to correct any errors relating to mathematical computations, dates and any other information contained in this contract without invalidating the obligations of the Insured hereunder provided such corrections are accepted by the Insured.
10. In the event of legal action for the collection of any amounts due hereunder through judicial proceedings, the charge for legal fees if referred to an attorney who is not an employee of LENDER shall be fifty \$50.00 or five per cent 5% of the balance of the debt, whichever is the greater.
11. The Insured agrees that none of the rights and authorizations granted to LENDER or the Insurer under this contract may be revoked while any amounts due hereunder remain outstanding.
12. The Insured understands and agrees that no waiver on the part of LENDER shall be deemed a waiver of any subsequent breach or default on the part of the Insured whether of the same or different nature.
13. If any clause or provision of this contract shall be determined by a court of law to be unenforceable for any reason, such unenforceability shall not affect the validity and enforceability of the remaining provisions of this contract.
14. This contract contains the entire agreement between the Insured and LENDER, and there are no other agreements or understandings between the parties.
15. In the event the obligation under this contract is paid off prior to the maturity date, the Insured shall pay the principal and any other balance owed to cover interest as of the date of such payment.
16. LENDER may sell, transfer or assign its rights under this contract or any Policy to anyone without Insured's consent. All agreements made by the Insured hereunder, and all of LENDER's rights and benefits hereunder, shall inure to the benefit of LENDER's successors and assigns (and any assignees thereof).
17. The acceptance by LENDER of one or more late payments from the Insured shall not estop LENDER or waive LENDER's rights to exercise all of its rights hereunder in the event of any subsequent late payment.
18. If an Insured's check or electronic funding is dishonored for any reason, the Insured will pay to LENDER a fee of the maximum amount permitted by law.
19. Any payments made to LENDER after LENDER's notice of cancellation of the insurance Policy(ies) has been mailed may be credited to the Insured's account without any obligation on the part of LENDER to request reinstatement of the Policy. Any money LENDER receives from an Insurer shall be credited to the balance due LENDER with any surplus refunded to whomever is entitled to the money. In the event that LENDER requests a reinstatement of the Policy on behalf of the Insured, such a request does not guarantee that coverage under the Policy will be reinstated or continued. Only the Insurer has authority to reinstate the Policy. The Insured agrees that LENDER has no liability to the Insured if the Policy is not reinstated.
20. The Insured agrees that: the Producer soliciting the Policies or through whom the Policies were issued is not the agent of LENDER; and the Producer named on the front of this contract is neither authorized by LENDER to receive installment payments under this contract nor is to make representations, orally or in writing, to the Insured on LENDER's behalf (except to the extent expressly required by applicable law).
21. The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance.
22. The Insured represents that the Insured is not insolvent or presently the subject of any insolvency proceeding (or if the Insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction); if the Insured is not an individual, that the signatory is authorized to sign this contract on behalf of the Insured, and all parties responsible for payment of the premium are named and have signed this contract.
23. The parties to this Agreement intend that this Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature may be used in the formation of this Agreement, and the signatures of the Lender, the Insured, the Producer, the Insurance Company and General Agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper of this Agreement shall have the same legal effect as a manually signed copy. The Lender, the Insured, the Producer, the Insurance Company and the General Agent hereby expressly consent to: (i) reading this Agreement in electronic form prior to executing the same, (ii) executing this Agreement electronically, including using electronic or digital signatures and (iii) receiving an electronic copy of this Agreement once executed.
24. The Insured agrees not to assign this contract or any policy listed herein or any interest therein without the written consent of LENDER.

SCHEDULE OF POLICIES (Continue Schedule on Attachment If Necessary)					
COVERAGE	PREMIUM	POLICY NUMBER	EFFECTIVE DATE	POLICY TERM	INSURANCE COMPANY
PKG	\$55,407.00	CP81089850	11/17/2016	12	TRIPLE-S PROPIEDAD INC SEGUROS N. COLON, INC.
CAUTO	\$5,484.00	CA46095614	11/17/2016	12	TRIPLE-S PROPIEDAD INC SEGUROS N. COLON, INC.
MEDMAL	\$208,100.00	HM72001178	11/17/2016	12	TRIPLE-S PROPIEDAD INC SEGUROS N. COLON, INC.
BLDRSK	\$13,770.00	CIM0923530	11/17/2016	12	AGCS MARINE INSURANCE CO CIM SPECIALTY INSURANCE AGENCYSEGUROS N. COLON, INC.
INLMAR	\$12,460.00	CIM923531	11/17/2016	12	AGCS MARINE INSURANCE CO CIM SPECIALTY INSURANCE AGENCYSEGUROS N. COLON, INC.

ADDENDUM TO RETAIL INSTALLMENT CONTRACT

This ADDENDUM is being entered into pursuant to that certain RETAIL INSTALLMENT CONTRACT (the "RIC") between CLINICA SANTA ROSA &/OR HOSPITAL (the "Insured") and IPFS Corporation ("LENDER"), dated _____;

Pursuant to the terms set forth in the RIC, the Insured desires to finance the premiums due under the insurance policy(ies) specified below;

SCHEDULE OF POLICIES (Continue Schedule on Attachment If Necessary)					
COVERAGE	PREMIUM	POLICY NUMBER	EFFECTIVE DATE	POLICY TERM	INSURANCE COMPANY
BLDRSK	\$13,770.00	CIM0923530	11/17/2016	12	AGCS MARINE INSURANCE CO CIM SPECIALTY INSURANCE AGENCY SEGUROS N. COLON, INC.
INLMAR	\$12,460.00	CIM923531	11/17/2016	12	AGCS MARINE INSURANCE CO CIM SPECIALTY INSURANCE AGENCY SEGUROS N. COLON, INC.

Aggregate Premium \$26,230.00
Down Payment \$7,869.00

AGREEMENT WITH THE INSURANCE COMPANY AND/OR MANAGING GENERAL AGENT

The Insurer (itself or as represented by the Managing General Agent whose signature appears herein) certifies, guarantees and agrees as follows:

- A. The Insurer certifies and guarantees to LENDER that:
 1. The Policies described herein have been issued and are in full force on this date.
 2. That all the information pertaining to the Policies set forth above is true and correct.
 3. None of the Policies are subject to audit.
 4. The sum indicated herein as "Down Payment" has been paid in full.
 5. Except for the "Down Payment", no other sum has been received in total or partial payment of the premiums on the Policies.
 6. The Policies have not been previously assigned and are not subject to any lien or right of set-off.
 7. Direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the Policies.
- B. The Insurer consents to the assignment to LENDER of all the rights of the Insured under the Policies pursuant to the RIC between Insured and LENDER.
- C. The Insurer agrees not to consent to any other assignment of the Policies by the Insured without the prior written authorization of LENDER, and further agrees to promptly comply with the written instructions of LENDER in accordance with the terms of the RIC.
- D. The Insurer agrees to pay to LENDER within fifteen (15) days of the notice of LENDER requesting the cancellation of the Policies any amounts due and payable to the Insured, and the Insurer further agrees not to deduct from said payments any amount for premiums or increase of premiums not set forth above on the Schedule of Policies (or applicable attachment).
- E. LENDER agrees to pay to the Insurer and/or the Managing General Agent named herein, the aggregate Premium minus the Down Payment, in each case as reflected above, within thirty (30) days of the effective date of the Policies.

NOTICE TO THE ASSIGNEE: THE ASSIGNEE RECEIVING OR ACQUIRING THIS RETAIL INSTALLMENT CONTRACT SHALL BE SUBJECT, UNDER EQUAL CONDITIONS, TO ANY CLAIM OR DEFENSE THAT THE BUYER MAY INITIATE AGAINST THE SELLER. THE ASSIGNEE OF THE CONTRACT SHALL BE ENTITLED TO FILE AGAINST THE SELLER ALL THE CLAIMS AND DEFENSES THAT THE BUYER MAY RAISE AGAINST THE SELLER OF THE GOODS AND SERVICES.

NOTICE TO THE INSURER: IPFS has sold or will sell the Retail Installment Contract to which this notice relates and all rights thereunder to its affiliate, PFS Financing Corp., which in turn has collaterally assigned and granted a security interest in this contract to Wells Fargo Bank, National Association, as trustee for the benefit of various secured parties (such trustee, its successors and designees herein called "Trustee"). IPFS will continue to act as a servicer under the contract (with full right to cancel the policy) until the Trustee notifies you that a new servicer has been appointed. Until such time, all unearned premiums are payable to IPFS at the address provided. After such time, if the Insured defaults, the Trustee shall have the right to cancel the Policy, and all unearned premiums and loss payments shall be payable as directed by the Trustee.

The Insurance Company and/or the Managing General Agent accept all of the above conditions.

ACCEPTED

INSURANCE COMPANY AND/OR MANAGING GENERAL AGENT: CIM SPECIALTY INSURANCE AGENCY

Date _____

Signature of Authorized Officer and Title

INSURED ACKNOWLEDGMENT: _____ DATE: _____

ADDENDUM TO RETAIL INSTALLMENT CONTRACT

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Pursuant to the terms set forth in the RIC, the Insured desires to finance the premiums due under the insurance policy(ies) specified below;

SCHEDULE OF POLICIES (Continue Schedule on Attachment If Necessary)					
COVERAGE	PREMIUM	POLICY NUMBER	EFFECTIVE DATE	POLICY TERM	INSURANCE COMPANY
PKG	\$55,407.00	CP81089850	11/17/2016	12	TRIPLE-S PROPIEDAD INC SEGUROS N. COLON, INC.
CAUTO	\$5,484.00	CA46095614	11/17/2016	12	TRIPLE-S PROPIEDAD INC SEGUROS N. COLON, INC.
MEDMAL	\$208,100.00	HM72001178	11/17/2016	12	TRIPLE-S PROPIEDAD INC SEGUROS N. COLON, INC.

Aggregate Premium \$268,991.00
Down Payment \$80,697.30

AGREEMENT WITH THE INSURANCE COMPANY AND/OR MANAGING GENERAL AGENT

The Insurer (itself or as represented by the Managing General Agent whose signature appears herein) certifies, guarantees and agrees as follows:

A. The Insurer certifies and guarantees to LENDER that:

1. The Policies described herein have been issued and are in full force on this date.
2. That all the information pertaining to the Policies set forth above is true and correct.
3. None of the Policies are subject to audit.
4. The sum indicated herein as "Down Payment" has been paid in full.
5. Except for the "Down Payment", no other sum has been received in total or partial payment of the premiums on the Policies.
6. The Policies have not been previously assigned and are not subject to any lien or right of set-off.
7. Direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the Policies.

B. The Insurer consents to the assignment to LENDER of all the rights of the Insured under the Policies pursuant to the RIC between Insured and LENDER.

C. The Insurer agrees not to consent to any other assignment of the Policies by the Insured without the prior written authorization of LENDER, and further agrees to promptly comply with the written Instructions of LENDER in accordance with the terms of the RIC.

D. The Insurer agrees to pay to LENDER within fifteen (15) days of the notice of LENDER requesting the cancellation of the Policies any amounts due and payable to the Insured, and the Insurer further agrees not to deduct from said payments any amount for premiums or increase of premiums not set forth above on the Schedule of Policies (or applicable attachment).

E. LENDER agrees to pay to the Insurer and/or the Managing General Agent named herein, the aggregate Premium minus the Down Payment, in each case as reflected above, within thirty (30) days of the effective date of the Policies.

NOTICE TO THE ASSIGNEE: THE ASSIGNEE RECEIVING OR ACQUIRING THIS RETAIL INSTALLMENT CONTRACT SHALL BE SUBJECT, UNDER EQUAL CONDITIONS, TO ANY CLAIM OR DEFENSE THAT THE BUYER MAY INITIATE AGAINST THE SELLER. THE ASSIGNEE OF THE CONTRACT SHALL BE ENTITLED TO FILE AGAINST THE SELLER ALL THE CLAIMS AND DEFENSES THAT THE BUYER MAY RAISE AGAINST THE SELLER OF THE GOODS AND SERVICES.

NOTICE TO THE INSURER: IPFS has sold or will sell the Retail Installment Contract to which this notice relates and all rights thereunder to its affiliate, PFS Financing Corp., which in turn has collaterally assigned and granted a security interest in this contract to Wells Fargo Bank, National Association, as trustee for the benefit of various secured parties (such trustee, its successors and designees herein called "Trustee"). IPFS will continue to act as a servicer under the contract (with full right to cancel the policy) until the Trustee notifies you that a new servicer has been appointed. Until such time, all unearned premiums are payable to IPFS at the address provided. After such time, if the Insured defaults, the Trustee shall have the right to cancel the Policy, and all unearned premiums and loss payments shall be payable as directed by the Trustee.

The Insurance Company and/or the Managing General Agent accept all of the above conditions.

ACCEPTED

INSURANCE COMPANY AND/OR MANAGING GENERAL AGENT: SEGUROS N. COLON, INC.

Date _____

Signature of Authorized Officer and Title

INSURED ACKNOWLEDGMENT: _____ DATE: _____

EXHIBIT IV

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:CLINICA SANTA ROSA,INC

CASE NO.16-09033

ORDER APPROVING AUTHORITY TO ENTER INTO PREMIUM FINANCE AGREEMENT

Upon Motion of the Debtor requesting authorization to enter into certain premium finance agreement between the Debtor, and IPFS Corporation ("IPFS"), which agreement finances the payment of premiums paid upon the Debtor's insurance policies (the "Policies") named therein (a copy of said agreement being annexed to an Affidavit filed in support of the Motion and hereinafter referred to as the "Agreement"); it is

ORDERED that, the Debtor is hereby authorized to enter into and to perform under the Agreement and to execute and deliver such documents and amendments to the Agreement that the Debtor and IPFS may deem reasonably necessary or desirable to carry out the Agreement; and it is further

ORDERED that, pursuant to Section 364(c) of Title 11 of the United States Code, as amended (the "Bankruptcy Code") and the terms of the Agreement, the Debtors are authorized to grant to IPFS a first priority security interest (the "Lien") in the Policies including (but only to the extent permitted by applicable law); (i) all money that is or may become due under the Agreement because of a loss under the Policies that reduces unearned premiums (subject to the interest of any applicable mortgagee or loss payee); (ii) any return of premiums or unearned premiums under the Policies; and (iii) any dividends that may become due the Debtors in connection with the Policies; and it is further

ORDERED that, in the event that the Debtor defaults under the terms of the Agreement, IPFS, may, in accordance with the terms of the Agreement, and without further order of the court, cancel the Policies listed in the Agreement or any amendment thereto and receive and apply the unearned or return premiums to the account of the Debtor; and it is further

ORDERED that, the full rights of IPFS pursuant to the Agreement and controlling state law be and the same hereby are fully preserved and protected and are and shall remain unimpaired by the pendency of this or any subsequent proceeding under the Bankruptcy Code, the appointment of a trustee in this case, or the conversion

of the case to a case under Chapter 7 of the Bankruptcy Code.

ORDERED that, in the event that returned or unearned premiums or other amounts due under the Policies are insufficient to pay the total amount owing by the Debtor to IPFS, any remaining amount owing to IPFS, including reasonable attorneys' fees and costs, shall be an allowed claim in this case with priority as an administrative expense pursuant to Section 503(b) (1) of the Bankruptcy Code; and it is further

ORDERED that, any monies due under the Agreement not otherwise satisfied through returned or unearned premiums or through payment of an allowed administrative claim filed by IPFS shall not be subject to discharge or release in this Chapter 11 proceeding or any corresponding Chapter 7 proceeding, notwithstanding any provision to the contrary set forth in any Chapter 11 Plan or Confirmation Order entered in the above captioned case(s); and it is further

ORDERED that, notwithstanding anything to the contrary contained in any Order approving secured financing in this case, the Lien granted to IPFS hereunder in connection with the Policies shall be senior to any security interests and/or liens granted to any other secured creditors in the Debtor's case; and it is further

ORDERED that, because IPFS has extended credit to the Debtor in good faith, the reversal or modification of this Order on appeal shall not affect the validity of the debt owed to IPFS or the priority of its liens, as provided in Section 364(e) of the Bankruptcy Code.

ORDERED that the Debtor is hereby authorized to enter into financing agreements in the future with IPFS without further court order under the following terms:

- A. Copies of the proposed financing agreement will be forwarded to counsel for the Official Committee of Unsecured Creditors (the "Committee"), and counsel to the Debtor's Senior Lenders ("Senior Lenders"); and
- B. Unless the Debtor receives notice in writing from the Committee and/or the Senior Lenders within five (5) business days of receipt by the Committee and the Senior Lenders of the Financing Agreement, the Debtor will proceed to enter into said Financing Agreement;

and it is further

ORDERED that any future financing agreements entered into by the Debtor and IPFS, pursuant to the procedure outlined above, will be subject to the same requirements of this Order.

IN SAN JUAN PUERTO RICO, THIS ___ DAY JANUARY, 2017

UNITED STATES BANKRUPTCY JUDGE