

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

**IN RE:**

**HUSKY, INC.**

**Debtors in Possession**

**CASE NO.: 17-02559 (ESL)**

**CHAPTER 11**

**IN RE:**

**CHRISTIAN ELDERLY HOME, INC.**

**Debtors in Possession**

**CASE NO.: 17-02561 (ESL)**

**CHAPTER 11**

**DEBTORS' AMENDED AND RESTATED SECOND AMENDED CONSOLIDATED  
PLAN OF REORGANIZATION**

**ARTICLE I  
DEFINITIONS**

On April 6, 2018, the Debtors filed their *Second Amended Consolidated Plan of Reorganization*, hereinafter "The Second Amended Plan", (Docket No. 125) which provided, among other matters a revised treatment to Scotiabank Puerto Rico (SBPR) under Class 5, 7 and 8. The Debtors and Scotiabank of Puerto Rico has been in negotiations for the treatment of Claims No. 3 and 6 for several months. Since no agreements were reached prior to the Confirmation Hearing, the Debtors submitted the Second Amended Plan where the Debtors proposed to surrender the collateral in payment to Scotiabank de Puerto Rico, as the indubitable equivalent, under Class 5, and any deficiency to be paid under Class 7. The Debtors also created a new Class 8, with the intent of subordinating Scotiabank's deficiency claim, if allowed by the Court. On April 10, 2018, the Court held the Confirmation Hearing (Docket Nos. 129 and 130) wherein the Debtors and Scotiabank had the opportunity to discuss for the last time a possible agreement, which is described in detail in this revised and amended Plan. The agreement as stated by the Debtors and confirmed by Scotiabank before the Court on the Confirmation Hearing, is incorporated into this Amended and Restated Second Amended Consolidated Plan of Reorganization. ( See Exhibit 1, Payment Schedule)

For the purposes of this Amended and Restated Second Amended Plan of Reorganization, the following terms shall have the respective meanings set forth. A term used but not defined herein, which is also used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code.

Wherever from the context it appears appropriate, each term stated shall include both the singular and the plural, and pronouns shall include the masculine, feminine and neuter, regardless of how stated. The words "herein", "hereof", "hereto", "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular Section, sub-section or clause contained in the Plan. The rules of construction contained in Section 102 of the

Bankruptcy Code shall apply to the terms of this Plan. The headings in the plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

*“Administrative Creditor”* shall mean a person entitled to payment of an Administrative Expense Claim.

*“Administrative Expense Claim”* shall mean any Claim constituting a cost or expense of administration of the Chapter 11 proceeding allowed under 11 U.S.C. Sec. 503(b) and 507(a)(1).

*“Affiliated Debtor Party”* means Edgardo R. Garcia Rosario and Elba Nydia Perez Rios.

*“Allowed Claim”* shall mean any Claim, proof of which was properly filed on or before the Bar Date set by the Bankruptcy Court, namely August 17, 2017, for all creditors except governmental units and October 16, 2017, for a governmental unit, or if no proof of claim has been so filed, any claim which has been or hereafter is listed by the Debtors in their Schedules (as they may be amended or supplemented from time to time in accordance with the Bankruptcy Rules) and is not listed as disputed, contingent or unliquidated and, in either case, a claim to which no objection to the allowance thereof has been interposed within the applicable period of limitation (if any) fixed by the Bankruptcy Court, or as to which any objection has been determined by a Final Order. Unless otherwise provided for in this Plan, *“Allowed Claim”* shall not include interest, costs, fees, expenses or other charges on the principal amount of such Claim from and after the Petition Date.

*“Allowed Secured Claim”* shall mean any Allowed Claim which is a Secured Claim and shall include in the amount thereof - unless otherwise stated in this Plan - all interest accrued on or after the Petition Date, fees, costs, and charges as may be allowed.

*“Bankruptcy Code”* or *“Code”* shall mean the provision of Title 11 of the United States Code, 11 U.S.C. Sections 1101 et seq., as amended from time to time.

*“Bankruptcy Court”* or *“Court”* shall mean the United States Bankruptcy Court for the District of Puerto Rico, having jurisdiction over this Chapter 11 proceeding, or such other court as may be exercising jurisdiction over this Chapter 11 proceeding.

*“Bankruptcy Rules”* or *“Rules”* shall mean the Federal Rules of Bankruptcy Procedure, as amended from time to time, as promulgated under 28 U.S.C. §2075, and any local rules of the Bankruptcy Court.

*“Bar Date”* shall mean the deadline August 17, 2017, for all creditors except governmental units and October 16, 2017, for a governmental unit, after which any proof of claim filed will have no effect on this Plan and will not entitle its holder to participate with other Claims in distributions under this Plan or to vote on the Plan.

*“Cash”* shall mean lawful currency of the United States of America (including wire transfers, cashier’s checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks and money orders).

*“Cash Contribution Amount”* means the contribution of \$86,140.11 for the payments to be made under this Plan, by Edgardo R. Garcia Rosario and Elba Nydia Perez Rios, the 100% owners of all equity and ownership interest of Husky, Inc., and their children Edgardo García Pérez or Karen Marie García Pérez pursuant to their agreement under sworn statement attached hereto as Exhibit 1-b to the Plan, which amount has been determined by the Bankruptcy Court under the Confirmation Order to be sufficient to make all necessary distributions regarding Administrative Expense Claim, Secured Claim Hacienda (Class 2), Secured Claim Hacienda (Class 3), Secured Claim IRS (Class 4), SBPR Deficiency Claim (Class 7), Unsecured Government Claims (Class 6), and Other General Unsecured Claims (Class 7) that are Allowed Claims on or after the Effective Date.

*"Claim"* shall mean any right to payment whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or any right to an equitable remedy for breach of performance if such breach causes a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

*"Class"* shall mean a category of holders of Claims or Interests as those classes are designated in Article II of this Plan.

*"Collateral"* shall mean any property or interest in property of the Estate subject to a lien to secure the payment or performance of a Claim, which lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

*"Confirmation Date"* shall mean the date the Confirmation Order in this Chapter 11 proceeding made under 11 U.S.C. Section 1129 becomes a Final Order.

*"Confirmation Hearing"* means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

*"Confirmation Objection Deadline"* means the deadline to be established by the Bankruptcy Court under the Confirmation Scheduling Order, for the filing and service by any and all parties in interest of objections to confirmation of this Plan.

*"Confirmation Order"* shall mean the order of the Bankruptcy Court confirming the Plan under the Bankruptcy Code.

*"Confirmation Scheduling Order"* means the order to be entered by the Bankruptcy Court scheduling the Confirmation Hearing and establishing the Confirmation Objection Deadline, and such other matters the Bankruptcy Court provides in such order.

*"Cramdown"* shall mean the confirmation of the Plan under 11 U.S.C. §1129 (b).

*"Credit Documents"* means the Credit Agreement, dated as of May 29, 2006, by and among Husky, Inc., as borrower, Christian Elderly Housing, Inc. and Edgardo R. Garcia Rosario and Elba Nydia Perez Rios, as the other borrower parties, and SBPR (as successor to the Federal Deposit Insurance Corporation, as receiver of R-G Premier Bank of Puerto Rico), as lender, and all "Loan Documents" as defined in such Credit Agreement (in each case, as amended, supplemented, or otherwise modified from time to time).

*"Creditor"* shall mean any Person with a Claim against the Debtors which arose on or before the Petition Date or a Claim of any kind specified in 11 U.S.C. Sections 502(g), 503(h) or 502(l).

*"Creditors' Committee"* shall mean the elected committee which represents the Creditors in a proceeding under 11 U.S.C. Section 705. A creditor's committee was not appointed.

*"Critical Vendors"* shall mean those creditors which are critical for debtor's operations and reorganization process, which were so declared by the Bankruptcy Court. No Critical Vendors have been named or declared at this time.

*"Debtors"* shall mean Husky Inc. and Christian Elderly Home Inc.

*"Disclosure Statement"* shall mean the Disclosure Statement filed by the Debtors with the Bankruptcy Court in this Chapter 11 Proceeding under 11 U.S.C. Section 1125, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court and notified to all Creditors and parties in interest, under the Bankruptcy Code and Rules.

*"Distribution Agent"* means Edgardo R. Garcia Rosario and Elba Nydia Perez Rios, the principal shareholders of Husky, Inc.

*"Effective Date"* shall mean thirty (30) days after the Order entered by the Court confirming Debtor's Plan of Reorganization, is final. This shall be the date in which all initial cash payments under the plan will commence.

*"Equity Interest"* means the legal, equitable, contractual and other rights of a holder of an ownership interest in the Debtors, including, without limitation, any interest evidenced by common or preferred stock, limited liability company interests, membership interests and options or other rights to purchase or otherwise receive any ownership interest in the Debtors.

*"Estate"* shall mean the Property owned by the Debtors which comprises the Chapter 11 estate of the Debtors in the above-captioned Chapter 11 proceeding under Section 541 of the Bankruptcy Code.

*"Final Order"* shall mean an Order of the Bankruptcy Court (or other Court of appropriate jurisdiction) which shall not have been reversed, stayed, modified or amended and the time to appeal from or to seek review or rehearing of such order shall have expired, and as to which no appeal or petition for review or rehearing or certiorari proceeding is pending, as a result of which such Order shall have become final under Rule 8002 of the Rules of Bankruptcy Procedure, as such Rule may be amended from time to time; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed regarding such order shall not cause such order not to be a Final Order.

*"Lien"* shall mean a mortgage, pledge, judgment lien, security interest, charging order, or other charge or encumbrance on Property as is effective under applicable law as of the Petition Date.

*"Liquidation Analysis"* shall mean the analysis of the assets and liabilities of the Debtors, in order to determine the Liquidation Value of the Debtors' Property.

*"Liquidation Value"* shall mean the value which any item of the Debtors' property could be expected to bring at liquidation.

*"Person"* shall mean any individual, corporation, partnership, association, joint stock company, trust, unincorporated organization, government or any political subdivision thereof, or other entity.

*"Petition Date"* shall mean April 12, 2017, the date on which the instant Chapter 11 proceeding was commenced by the Debtors' filing of their Voluntary Petitions.

*"Plan"* shall mean this Amended and Restated Second Amended Consolidated Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated May 9, 2018, including, without limitation, all exhibits, supplements, appendices and schedules hereto and thereto, either in their present form or as the same may be altered, amended or modified from time to time.

*"Policy"* means the insurance policy issued by MAPFRE PRAICO Insurance Company under the flood insurance policy no. 1555159000095 with an effective date of August 5, 2017 in favor of Christian Elderly Home, Inc. which names SBPR as an additional insured and any other insurance policy obtained by either of the Debtors which includes as additional insured SBPR related to the Transferred Assets.

*"Priority Claim"* shall mean any Allowed Claim, other than an Administrative Expense Claim or Priority Tax Claim, to the extent entitled to priority in payment under 11 U.S.C. Section 507(a).

*"Priority Creditor"* shall mean any Creditor which is the holder of a Priority Claim.

*"Priority Tax Claim"* shall mean any Allowed Claim of any Person who is entitled to a priority in payment under 11 U.S.C. Section 507(a)(8).

*"Priority Wage Claim"* shall mean any Allowed Claim of any Person who is entitled to a priority in payment under 11 U.S.C. Section 507(a)(4).

*"Property"* shall mean the property of the Estate which shall be administered by the Debtors.

*"Pro Rata"* shall mean in the same proportion that a Claim or Interest in a given Class bears to the aggregate amount of all Claims (including disputed Claim until allowed or disallowed) or the aggregate number of all Interests in such Class.

*"Releases"* means the releases provided by the Debtors, SBPR, and the Affiliated Debtors Party in the Settlement Agreement.

*"Released Parties"* means, collectively, the "Debtor Released Parties," "SBPR Released Parties," and "Affiliated Debtor Released Parties," as each such term is defined in the Settlement Agreement.

*"SBPR"* means Scotiabank de Puerto Rico.

*"SBPR Deficiency Claim"* has the meaning ascribed to such term in Article II - Summary of the Plan Classification and Treatment of Claims under Paragraph B, to be paid under Class 7 of the Plan..

*"SBPR Secured Claim"* has the meaning ascribed to such term in Article II - Summary of the Plan Classification and Treatment of Claims under Paragraph B, under Class 5 of the Plan.

*"SBPR Transferred Assets"* means, the (i) 11 properties of Christian Elderly Home, Inc. located at Pozo Hondo Ward in Guayama, Puerto Rico, identified by the Puerto Rico Registry of the Property, Section of Guayama as properties no. 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9308, 9294, 10468 and 10469 all of Guayama; (ii) the property of Husky, Inc. located at Rincon Ward, Carr #943 Km 0.2, Gurabo, Puerto Rico identified by the Puerto Rico Registry of the Property, Second Section of Caguas as property number 1,427, recorded at page 152 of volume 39 of Gurabo; (iii) all rights, title and interest of Debtors to the proceeds of any claim made under the Policy; and (iv) all rights, title and interest of Debtors to the proceeds of any claim made under the SBPR force-placed hazard insurance policy with either Caribbean American Property Insurance Company or Integrand Assurance Company or any other insurance company.

*"Schedules"* shall mean the schedules of assets and liabilities, the list of holders of interests and the statement of financial affairs filed by the Debtors under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules, lists and statements have been or may be supplemented or amended from time to time.

*"Secured Claim"* shall mean a Claim, the holder of which is vested with a perfected, non-voidable Lien on Property in which the Debtors have an interest, which Lien is valid, perfected, and enforceable under applicable law and not subject to avoidance under the Code or other applicable non-bankruptcy law, and is duly established in this case, to the extent of the value of such holder's interest in the Debtors' interest in such Property, as determined under 11 U.S.C. Section 506.

*"Secured Creditor"* shall mean a Creditor with a Secured Claim.

*"Settlement Agreement"* means that certain Settlement Agreement by and among SBPR, the Debtors, and Edgardo R. Garcia Rosario and Elba Nydia Perez Rios, dated as of May 9th, 2018, as approved by the Court, which is attached as Exhibit 2 to this Plan.

*"Subordinated Claim (s)"* shall mean the subordination in payment to a creditor's claim under equitable subordination under 11 U.S.C. Sec. 510.

*"Substantial Consummation"* of this Plan shall mean the commencement of any of the events provided for in 11 U.S.C. Sec. 1101.

*"Superpriority"* shall mean the rank and payment of a priority debt over any other priority rank or claimant.

*"SBPR Transferred Assets"* means, the (i) 11 properties of Christian Elderly Home, Inc. located at Pozo Hondo Ward in Guayama, Puerto Rico, identified by the Puerto Rico Registry of the Property, Section of Guayama as properties no. 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9308, 9294, 10468 and 10469 all of Guayama; (ii) the property of Husky, Inc. located at Rincon Ward, Carr #943 Km 0.2, Gurabo, Puerto Rico identified by the Puerto Rico Registry of the Property, Second Section of Caguas as property number 1,427, recorded at page 152 of volume 39 of Gurabo; (iii) all rights, title and interest of Debtors to the proceeds of any claim made under the Policy; and (iv) all rights, title and interest of Debtors to the proceeds of any claim made under the SBPR force-placed hazard insurance policy with either Caribbean American Property Insurance Company or Integrand Assurance Company or any other insurance company. *"Trustee"* shall mean the Debtor-in-Possession. *"Voluntary Petition"* shall mean the voluntary petition for relief filed by each Debtor on the Petition Date.

**ARTICLE II**  
**SUMMARY OF THE PLAN**  
**CLASSIFICATION AND TREATMENT OF CLAIMS**

**A. DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS**

The Proposed Plan contains nine (9) classes, all structured under 11 U.S.C. §1122 and §1123. All creditors and other parties in interest are urged to read and consider the Plan in full because it represents a proposed legally binding agreement with the Debtors and any other party involved. The classes of creditors are as follows:

**CLASS 1 ADMINISTRATIVE CLAIMS**

This class shall consist of all allowed administrative expense priority claims, as provided under Section 503 (a)(2) of the Code, including, but not limited to, court costs accrued since the petition date, fees to the United States Trustee, fees and expenses of Debtors' counsel, accountant and any other professionals retained by the Debtors, as may be allowed by the Bankruptcy Court upon application thereof, and after notice and a hearing, under the Bankruptcy Code and Rules, as well as any unpaid taxes or fees accrued since petition date and/or any other post-petition administrative debt. Debt under this class is estimated to be approximately \$30,000.00.

**CLASS 2 SECURED CLAIM CRIM**

This Class shall consist of the allowed secured claim held by CRIM. The Debtors listed CRIM as a secured claim in the amount of \$94,344.00. Thereafter, CRIM filed its Proof of Claim No.5 in the total amount of \$95,216.75, of which \$52,272.57 was claimed as secured and an unsecured deficiency in the amount of \$42,944.18.

**CLASS 3 SECURED CLAIM HACIENDA**

This Class shall consist of the allowed secured claim held by Hacienda. The Debtors did not list Hacienda with a secured claim. Thereafter, Hacienda filed

its Proof of Claim No.7 in the total amount of \$38,091.23, of which \$9,046.91 was claimed as secured and an unsecured portion in the amount of \$29,044.32.

**CLASS 4 SECURED CLAIM IRS**

This Class shall consist of the allowed secured claim held by the IRS. The Debtor did not list any secured claim on behalf of the Internal Revenue Service ("IRS"). Nevertheless, in the Christian Elderly Case the IRS filed its Proof of Claim No. I in the total amount of \$38,019.96 of which \$14,869.17 was claimed as secured and there was an unsecured portion in the amount of \$23,150.79.

**CLASS 5 SECURED CLAIM SCOTIABANK**

This Class shall consist of Scotia bank's allowed claim.

**Debt related to Husky, Inc:**

The claim was listed in the amount of \$7,506,437.37. In the Husky Inc. case Scotiabank filed its Proof of Claim No.6 in the total amount of \$7,469,869.09, of which \$3,310,000.00 was claimed as secured and an unsecured deficiency in the amount of \$4,159,869.09.

**Debt related to Christian Elderly Home, Inc:**

In the Christian Elderly Case Scotiabank filed its Proof of Claim No.3 in the total amount of \$7,469,869.09, of which \$750,000.00 was claimed as secured and an unsecured deficiency in the amount of \$6,719,869.09.

For purposes of this consolidated Plan, the Debtors will consider the claims filed by Scotiabank, as a single claim in the total amount of \$7,469,869.09.

**CLASS 6 UNSECURED GOVERNMENT CLAIMS**

This Class shall include any unsecured claim filed by a governmental entity including but not limited to the Puerto Rico State Insurance Fund, IRS, and CRIM. The following Proofs of Claim have been filed in the Husky Case: IRS filed Proof of Claim No. I with an unsecured non priority claim in the amount of \$1,100.00; the PR Labor Department filed Proof of Claim No. 2 with an unsecured non priority claim in the amount of \$906.18; the PR Labor Department filed Proof of Claim No.3 with an unsecured non priority claim in the amount of \$169.82; CRIM filed Proof of Claim No.4 with an unsecured non priority claim in the amount of \$5,701.20; and CRIM filed Proof of Claim No.5 with an unsecured non priority claim in the amount of \$42,944.18; In the Christian Elderly Case the following Proof of Claim have been filed: IRS filed Proof of Claim No.1 with an unsecured non priority claim in the amount of \$23,150.79; and the State Insurance Fund filed Proof of Claim No.2 with an unsecured non priority claim in the amount of \$57,107.80.

**CLASS 7 OTHER GENERAL UNSECURED CLAIMS**

This class shall consist of all other allowed general unsecured claims not previously listed. The Debtor did not list any other unsecured claims however, the Debtor has received the following Proofs of Claim Northwestern Selecta, Inc. filed Proof of Claim No.2 with an unsecured non priority claim in the amount of \$1,100.00, this Claim was withdrawn at Docket No. 12 and the deficiency of the claim filed by Scotiabank, which as of this date is undetermined.

**CLASS 8 SUBORDINATED CLAIMS**

This class will include any claim from a creditor who the court determines that (1) has incurred in some type of inequitable conduct, (2) its conduct have resulted in injury to the creditors or conferred an unfair advantage on this claimant and, (3) equitable subordination of the claim is consistent with the provisions of the Bankruptcy Code.

**CLASS 9 EQUITY SECURITY HOLDERS AND/OR OTHER INTERST HOLDERS**

This class includes all equity and interest holders who are the owners of the stock of the Debtors.

**B. TREATMENT TO CLASSES**

**CLASS 1 ADMINISTRATIVE CLAIMS**

This class shall consist of all allowed administrative expense priority claims, as provided under Section 503 (a)(2) of the Code, including, but not limited to, court costs accrued since the petition date, fees to the United States Trustee, fees and expenses of Debtors' counsel, accountant and any other professionals retained by the Debtors, as may be allowed by the Bankruptcy Court upon application thereof, and after notice and a hearing, in accordance with the Bankruptcy Code and Rules, as well as any unpaid taxes or fees accrued since petition date and/or any other post-petition administrative debt. Debt under this class is estimated to be approximately \$30,000.00.

This class will be paid on effective date or as agreed with the Debtor. This class is not impaired.

**CLASS 2 SECURED CLAIM CRIM**

This Class shall consist of the allowed secured claim held by CRIM. The Debtors listed CRIM as a secured claim in the amount of \$94,344.00. Thereafter, CRIM filed its Proof of Claim No.5 in the total amount of \$95,216.75, of which \$52,272.57 was claimed as secured and an unsecured deficiency in the amount of \$42,944.18.

This class will be paid its secured allowed amount in full plus interest, from the Cash Contribution Amount, within the provisions of 11 USC 1129 (a)(9)(C), that is, within five (5) years from date of relief, plus interest. If the Debtors default under the Plan to pay the allowed amounts, then the allowed amounts will become due and payable in full. This class is not impaired.

### **CLASS 3 SECURED CLAIM HACIENDA**

This Class shall consist of the allowed secured claim held by Hacienda. The Debtors did not list Hacienda with a secured claim. Thereafter, Hacienda filed its Proof of Claim No.7 in the total amount of \$38,091.23, of which \$9,046.91 was claimed as secured and an unsecured portion in the amount of \$29,044.32.

This class will be paid its secured allowed amount in full plus interest, from the Cash Contribution Amount, within the provisions of 11 USC 1129 (a)(9)(C), that is, within five (5) years from date of relief, plus interest. If the Debtors default under the Plan to pay the allowed amounts, then the allowed amounts will become due and payable in full. This class is not impaired.

### **CLASS 4 SECURED CLAIM IRS**

This Class shall consist of the allowed secured claim held by the IRS. The Debtor did not list any secured claim on behalf of the Internal Revenue Service ("IRS"). Nevertheless, in the Christian Elderly Case the IRS filed its Proof of Claim No.1 in the total amount of \$38,019.96 of which \$14,869.17 was claimed as secured and there was an unsecured portion in the amount of \$23,150.79. This class will be paid in full plus interest, within the provisions of 11 USC 1129 (a)(9)(C), that is, within five (5) years from date of relief, plus interest. This class is not impaired.

This class will be paid its secured allowed amount in full plus interest, from the Cash Contribution Amount, within the provisions of 11 USC 1129 (a)(9)(C), that is, within five (5) years from date of relief, plus interest. If the Debtors default under the Plan to pay the allowed amounts, then the allowed amounts will become due and payable in full. This class is not impaired. This class is not impaired.

### **CLASS 5 SCOTIABANK CLAIMS**

This Class shall consist of SBPR's Allowed Claim.

#### **Debt related to Husky, Inc:**

The claim was listed in the amount of \$7,506,437.37. In the Husky Inc. case SBPR filed its Proof of Claim No.6 in the total amount of \$7,469,869.09, of which \$3,310,000.00 was claimed as secured and an unsecured deficiency in the amount of \$4,159,869.09.

**Debt related to Christian Elderly Home, Inc:**

In the Christian Elderly Case SBPR filed its Proof of Claim No.3 in the total amount of \$7,469,869.09, of which \$750,000.00 was claimed as secured and an unsecured deficiency in the amount of \$6,719,869.09.

For purposes of this consolidated Plan, the Debtors will consider the Claims filed by SBPR, as a single Allowed Claim in the total amount of \$7,469,869.09.

The Parties have reach an agreement to settle all Claims between the Debtors, SBPR and other third parties, including without limitation as to the treatment to SBPR's Allowed Claim under the Plan, as provided in the Settlement Agreement attached hereto as Exhibit 2 and the terms of which are incorporated herein by reference with the same force and effect as if originally set forth herein at length.).

In summary, the Settlement Agreement provides as follows:

(a) SBPR Allowed Claim shall be deemed to consist of (i) an allowed secured claim in the amount of \$4,060,000 (the "SBPR Secured Claim") and (ii) an allowed unsecured deficiency claim in the amount of \$3,409,869.09 (the "SBPR Deficiency Claim"). Notwithstanding the above, the Debtors and SBPR have agreed that the Debtors will only consider only half (50%) of the SBPR Deficiency Claim to receive treatment under Class 7 of the Approved Plan. SBPR is waiving the other half (50%) of the SBPR Deficiency Claim. Debtors will also be permitted to discount from SBPR's Deficiency Claim, the payment to CRIM in the amount of \$52,272.57 for their allowed secured claim in Class 2 to be paid under the Approved Plan. For avoidance of doubt, the SBPR Deficiency Claim will be capped at \$1,678,798.26 and will receive payment pro rata under Class 7 of the Plan based on a 3% payment of \$1,678,798.26 in 84 months.

(b) SBPR will retain the insurance proceeds due to Hurricane Maria from the Policy, for the claims over the Transferred Assets which consists of real property. Debtors agree to cooperate with SBPR in the claims process of the Policy, and to execute any documents required by the insurance company or SBPR to complete the claims process under the Policy.

(c) On the Effective Date, the SBPR Secured Claim shall be satisfied by the transfer to SBPR of the Transferred Assets, pursuant to the Settlement Agreement, and the terms of the Plan. The transfer of the Transferred Assets will be free and clear of all Liens, Claims, encumbrances, charges and other interests of any kind, extent, or nature.

Once the Settlement Agreement is approved by the Bankruptcy Court under a Final Order such approval by the Court will constitute SBPR's approval of Plan.

In any event there is a conflict between the aforementioned summary of the Settlement Agreement and the Settlement Agreement, the Settlement Agreement will control.

**This class is impaired.**

#### **CLASS 6 UNSECURED GOVERNMENT CLAIMS**

This Class shall include any unsecured claim filed by a governmental entity including but not limited to the Puerto Rico State Insurance Fund, IRS, and CRIM. The following Proofs of Claim have been filed in the Husky Case: IRS filed Proof of Claim No. 1 with an unsecured non priority claim in the amount of \$1,100.00; the PR Labor Department filed Proof of Claim No. 2 with an unsecured non priority claim in the amount of \$906.18; the PR Labor Department filed Proof of Claim No.3 with an unsecured non priority claim in the amount of \$169.82; CRIM filed Proof of Claim No.4 with an unsecured non priority claim in the amount of \$5,701.20; and CRIM filed Proof of Claim No. 5 with an unsecured non priority claim in the amount of \$42,944.18; In the Christian Elderly Case the following Proof of Claim have been filed: IRS filed Proof of Claim No. 1 with an unsecured non priority claim in the amount of \$23,150.79; and the State Insurance Fund filed Proof of Claim No.2 with an unsecured non priority claim in the amount of \$57,107.80.

This Class will receive 3% dividend of its claim under the Plan of Reorganization.

**This class is impaired.**

#### **CLASS 7 OTHER GENERAL UNSECURED CLAIMS**

This class shall consist of all other allowed general unsecured claims, including the SBPR's deficiency claim and all those not previously listed. Including but not limited to any deficiency of any secured claim and rejection claims, due to termination of executory contracts. There are not any unsecured claims, determine deficiencies, nor rejection claims, at this moment. If any claim is filed, it will receive the same treatment as all other unsecured creditors, that is, 3% dividend of its claim under the Plan of Reorganization.

**This class is impaired.**

#### **CLASS 8 SUBORDINATED CLAIMS**

This class will include any claim from a creditor who the court determines that (1) has incurred in some type of inequitable conduct, (2) its conduct have resulted in injury to the creditors or conferred an unfair advantage on this claimant and (3) equitable subordination of the claim is consistent with the provisions of the Bankruptcy Code.

Claimants in this class will not receive payment until all other creditors are paid. This class is impaired.

**CLASS 9 EQUITY SECURITY HOLDERS AND/OR OTHER INTERST HOLDERS**

This class includes all equity and interest holders who are the owners of the stock of the Debtors. This class will not retain any property under the Plan, not any payment, nor will it be allow to vote.

*(All creditors are requested to review the Payment Plan attached herein as Exhibit 1, which provides for the participants included in each class, their claim amount as of this date and the proposed payment under the Plan).*

**ARTICLE VI  
IMPAIRMENT OF EXISTING CLAIMS AND INTERESTS**

As provided by 11 U.S. C. § 1124, a class of claims of interests is impaired under a plan unless with respect to each claim of interest of such a class, the Plan:

- 1) leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder of such claim or interest; or
- 2) notwithstanding any contractual provision or applicable law that entitles the holder of such claim or interest to demand or receive accelerated payment of such claim or interest after the occurrence of a default.
  - a. cures any such default that occurred before or after the commencement of the case under this title, other than a default of a kind specified in section 365(b)(2) of this title;
  - b. reinstates the maturity of such claim or interest as such maturity existed before such default;
  - c. compensated the holder of such claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and
  - d. does not otherwise alter the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest.

**ARTICLE VII  
PAYMENT TO PRIORITIES UNDER SECTION 507(a)(8) OF THE CODE**

All allowed unsecured priority claims pursuant to Sections 507(a)(8) of the Code, priority claims and/or any priority portion of any debt to any of the entity, as they are approved, allowed and ordered to be paid by the Court if not classified separately, will receive payment in full of their allowed claim and/or the agreed amount plus interest over a period ending no later than five (5) years from the date of the order for relief or as agreed by the parties.

## ARTICLE VIII LEASES AND EXECUTORY CONTRACTS

Contracts to which Debtors are a party were listed on Schedule G. The Debtors included in their Schedule G a single lease agreement with Life Senior Care Center Inc. The Debtor will be terminating this executory contract under the Confirmed Plan.

### Assumption of Designated Executory Contracts and Unexpired Leases.

Pursuant to Sections 1123 (b)(2) and 365 (a) of the Bankruptcy Code, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumption, as of the Effective Date, of each executory contract or unexpired lease to which the Debtors are a party for which a motion to assume is pending at the time of the Confirmation Date. Unless otherwise provided in a pending motion to assume, on the Effective Date or as promptly as possible thereafter, the Debtors shall commence to cure any defaults under such assumed executory contracts or unexpired leases to the extent required by Section 365 of the Bankruptcy Code. In addition, to the extent the Debtors have rights of setoff against any of the parties to these leases and contracts; the Debtors reserve the right to cure any defaults under such leases and contracts by exercising this right of setoff.

### Rejection of Executory Contracts and Unexpired Leases.

Pursuant to Sections 1123 (b)(2) and 365 (a) of the Bankruptcy Code, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejection, as of the Effective Date, of each executory contract and/or unexpired lease to which the Debtors have not filed a motion to assume or a rejection motion has been filed.

### Executory Contracts and Unexpired Leases Which Were Assumed or Rejected to Date.

Any executory contract or unexpired lease (other than insurance policies) which (i) has not expired by its own terms on or prior to the Confirmation Date, (ii) has not been assumed or rejected with the approval of the Bankruptcy Court on or prior to the Confirmation Date, (iii) is not subject of a motion to assume or reject which is pending at the time of the Confirmation Date, or (iv) is not designated in the Disclosure Statement, listing an executory contract or unexpired lease to be assumed at the time of confirmation of this Plan, shall be deemed rejected and the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such rejection pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code.

Rejection Damage Claims. If the rejection of an executory contract or unexpired lease by the Debtor results in a claim for damages to the other party or parties to such contract or lease, any claim for such damages, if not hereto evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors' Estate, or its respective properties or agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors on or before the earlier of, 30 days after the entry of the Order approving the rejection of the contract or unexpired lease, if such rejection is granted before Confirmation Date, or 30 days after Confirmation Date if the Confirmation Order constitutes approval of the rejection. Unless otherwise ordered by the Court or provided in the Plan, all such Allowed Claims for which proofs of claim are timely filed will be treated as Class 7 subject to the provisions of the Plan and to Section 502(b)(6) of the Bankruptcy Code, to the extent applicable. The Debtors shall have the right to object to any such rejection damage claims filed in accordance with this Section.

Post-Petition Agreements Unaffected By Plan.

Except as otherwise provided herein, nothing contained in the Plan shall alter, amend or supersede any agreements or contracts entered into by the Debtors after the Petition Date that were otherwise valid, effective and enforceable against the Debtors as of the Confirmation Date.

**ARTICLE IX  
PROOF OF CLAIMS NOT FILED**

The Plan provides that where a proof of claim has not been filed, the Allowed Claim shall be in the amount appearing in the Schedules filed by the Debtors, provided however, that the scheduled amount is not shown as unliquidated, contingent or disputed, in which case no amount will be allowed unless the Debtors has notified such creditors and such creditors have filed a timely proof of claim. To the extent that no debt was listed on Debtors' schedules and the creditor was listed for notice purposes only and such creditor did not file a proof of claim, no payment will be provided.

**ARTICLE X  
OBJECTIONS TO CLAIMS**

The Debtors, at the option of the Debtor or upon order of the Bankruptcy Court, if requested, may file an objection to any claim as to its validity or amount within the terms prescribed by the Bankruptcy Court upon approval of the Disclosure Statement. If an objection is made, payment to such claimants will be made only after the entry of a final order by the Court allowing such claim and in accordance with the provisions of the Plan governing the class to which such claim belongs. The Debtors herein reserve the right to object to any claim filed after this document is filed.

**ARTICLE XI  
CONDITIONS PRECEDENT TO CONSUMMATION**

Before the consummation of the Plan takes place, the Confirmation Order should be a final order. Once the Plan is confirmed by a final order, the provisions of the Plan will be the new contract between the parties, even in case of default thereafter.

**ARTICLE XII  
NON-ACCEPTANCE OF THE PLAN  
(CRAMDOWNS)**

If all applicable requirements of 11 U.S.C. § 1129(a), other than subsection (a)(8), are met with respect to the Plan, the Debtors hereby requests that the Court confirms this Plan, notwithstanding the requirements of said section, if the Plan does not discriminate unfairly and is fair and equitable with respect to each class of claims or interests that is impaired class under the Plan and has not accepted this Plan and that provides treatment to secured impaired classes and unsecured impaired classes not accepting the plan as provided under 11 USC 1129 (b)(2)(A)(iii) and (b)(2)(B)(ii).

**ARTICLE XIII  
MEANS OF EXECUTION OF THE PLAN  
AND MANAGEMENT OF DEBTOR**

On the Effective Date of the Plan, the distribution, administration and management of Debtors' affairs, collection of moneys, and distribution to creditors, unless otherwise provided herein, will be under the control and supervision of the current officers, who will assume the same roles they have assumed throughout this reorganization process. Officers of the Debtors are: Edgardo Garcia Rosario (President) and Elba Perez Rios (Secretary). These officers will not receive any compensation.

Without any representations by the Debtors other than those set forth in the Settlement Agreement and in this Plan, all transfers and distributions required under the Plan after the Effective Date, including without limitation the transfers to SBPR, shall be made in accordance with the terms and provisions of the Plan by the Distribution Agent.

Upon the occurrence of (and on the) Effective Date, the Debtors shall commence payments under the Plan as provided therein, including the transfer of the Transferred Assets to SBPR as per the terms and conditions of the Settlement Agreement and the Plan. Other payments under the Plan will be funded from the Cash Contribution Amount or any other funds available to the shareholders and directors. All allowed secured payments to governmental entities, due to the fact that the first rank lien holder's debt is in excess of the value of the collateral, will be paid in full, in its entirety and exclusively by the Debtors, as provided under the Plan .

The Debtors will also continue making all efforts to collect the accounts receivables in order to provide distribution to creditors.

Except as otherwise provided herein or pursuant to agreement or understanding between the Debtors and the holder of any Allowed Claim, as of the Effective Date, all transfers and distributions required to be made under this shall be made by the Distribution Agent.

**ARTICLE XIV  
PROVISIONS FOR THE MODIFICATION OF THE PLAN**

The Debtors may propose amendments of modification of the Plan at any time prior to its confirmation, upon notice to creditors and parties in interest. After confirmation of the Plan, the Debtors may, with the approval of the Court and as long as it does not adversely affect the interests of the creditors, remedy any defect or omission, in such manners as may be necessary to carry out the purposes and effects of the same. If by any chance the Plan of Reorganization is to be amended, the creditors shall have a reasonable opportunity to review it with enough time prior to any hearing on confirmation.

**ARTICLE XV  
CLOSING THE CASE**

At such time as the case has been substantially consummated, this case shall be closed. In order for the case to be closed, the Debtors shall file an application for final decree showing that the case has been fully administered and the Plan has been substantially consummated. The Court shall conduct a hearing upon application thereon and after notice to all creditors and

parties in interest. Thereafter, an order approving the Debtors' reply and closing of the case shall be entered.

## ARTICLE XVI RELEASE AND DISCHARGE OF CLAIMS

Discharge. Except as otherwise expressly provided in the Plan or in Section 1141 (d) of the Code, the distributions made pursuant to and in accordance with the applicable terms and conditions of the Plan of Reorganization are in full and final satisfaction, settlement, release and discharge as against the Debtors of any debt of the Debtors that arose before the Effective Date, and any debt of the Debtors of a kind specified in Section 502(g), 502(h), or 502 (i) of the Code, and all claims against the Debtors or its Estate of any nature, including, without limitation, any interest accrued thereon from and after the Petition Date, other than the dividend proposed in Debtor's plan, whether or not (i) a proof of claim based on such debt, obligation or equity interest is filed or deemed filed under Section 501 of the Code, (ii) such Claim is Allowed under Section 502 of the Code, or (iii) the holder of such Claim has accepted the Plan.

Injunction Relating to the Plan. As of the Effective Date, all persons are hereby permanently enjoined from commencing or continuing, in any manner or in any place, any action or other proceeding, whether directly or indirectly against the Debtors and its Estate while payments under the confirmed Plan are pending, on account of, or respecting any claims, debts, rights, causes of action or liabilities discharged pursuant to the Plan, except to the extent expressly permitted under the Plan or under any specific order entered by the Bankruptcy Court.

Setoffs. Except as otherwise provided in this Plan, nothing contained in this Plan shall constitute a waiver or release by the Estate of any rights of setoff the Estate may have against any person. The confirmation of the Plan, will constitute a permanent injunction to set off claims against the Debtors, not filed before the Confirmation Order becomes a Final Order.

Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, (i) the issuance, transfer or exchange of any security under, in furtherance of, or in connection with, this Plan; or (ii) the assignment or surrender of any lease or sublease, or the delivery of any instrument of transfer under, in furtherance of, or in connection with, this Plan, the Confirmation Order, the Settlement Agreement, the Releases, and any deed, bill of sale, assignment, mortgage, deed of trust or similar document executed in connection therewith (including real and personal property), shall not be subject to any stamp tax, real estate transfer tax, recording tax, sales tax, personal property tax, mortgage tax, use tax, or other similar tax, or any Uniform Commercial Code filing or recording fee or similar or other government assessment. The Confirmation Order shall direct the appropriate state or local government officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing.

## ARTICLE XVII OTHER PROVISIONS

Confirmation of the Plan and the Confirmation Order will vest title of all property of the Estate in Debtors and will constitute the final settlement of payment to all creditors. All injunctions or stays provided for in the bankruptcy case at bar under Sections 105 and 362 of

the Bankruptcy Code (11 U.S.C.), or otherwise, and in existence on the Confirmation Date shall remain in full force and effect until the Effective Date.

The provisions of this Plan shall bind all claims against Debtors of whatever nature, including any claim arising from the rejection of any executory contract, or any other action.

Any holder of a claim or interest who fails to file an objection in writing to the provisions of the Plan, which is filed with the Court and served upon counsel for the Debtors, not later than the date set by the Bankruptcy Court for this purpose, shall be deemed to have accepted its classification and to be bound by the proposed Plan.

All actions taken by the Debtors with respect to any person shall not be construed to release, waive, discharge, compromise or in any other way satisfy any claim, except those subject to any agreement between the parties. Upon completion of the requirements of the Plan and the order of confirmation, the Debtors and/or the claimant shall execute all corresponding documents and cooperate fully to reflect, release and/or reaffirm all the obligations herein provided.

There are possible risks with this Reorganization Plan given the fact that the Debtor operates by providing services to corporations and other entities which may be affected, given the economic condition of Puerto Rico.

The Plan shall become effective upon the Effective Date of the Plan, which is 30 days after the order confirming the plan becomes a final order and shall be the date on which payments shall begin as provided by the Plan and certain transfers will take place.

To the extent that any term of this Disclosure Statement varies from the terms of the Plan of Reorganization (the "Plan"), the terms of the Plan shall govern.

#### **ARTICLE XVIII RETENTION OF JURISDICTION**

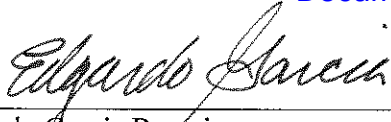
On and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, over all matters arising in, arising under, or related to the Chapter 11 Cases and this Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- (a) To hear and determine any motions for the assumption, assumption and assignment, or rejection of Executory Contracts and the allowance of Claims resulting therefrom;
- (b) To hear and determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;
- (c) To ensure that distributions to holders of Allowed Claims are accomplished as provided herein;
- (d) To enter, implement or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

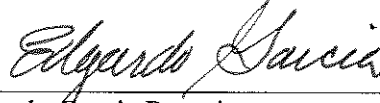
- (e) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any entity with the consummation, implementation or enforcement of this Plan, the Confirmation Order or any other order of the Bankruptcy Court;
- (f) To hear and determine any application to modify this Plan to cure any defect or omission or reconcile any inconsistency in this Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;
- (g) To hear and determine any application for compensation for services rendered and reimbursement of expenses incurred to the extent authorized to be paid or reimbursed under this Plan or the Bankruptcy Code;
- (h) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan, the Confirmation Order, the Settlement Agreement, the Releases, and any transactions, distributions or payments contemplated hereby or thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;
- (i) To take any action and issue such orders as may be necessary to construe, enforce, implement, execute and consummate this Plan or to maintain the integrity of this Plan following consummation;
- (j) To determine any other matters that may arise in connection with or are related to this Plan, the Confirmation Order, the Transfer of the SBPR Transferred Assets, the Settlement Agreement, the Releases, and any and all of the other Definitive Documentation, or any other contract, instrument, release or other agreement or document related to the foregoing;
- (k) To hear and determine all disputes involving the existence, nature or scope of the injunctions and releases granted under this Plan, the Confirmation Order or the Bankruptcy Code;
- (l) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);
- (m) To enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the consolidated Chapter 11 cases of the Debtors;
- (n) To hear and determine any rights, Claims, Equity Interests or causes of action held by or accruing to the Debtors and the Claims Contribution Amount pursuant to this Plan, the Bankruptcy Code or any federal or state law;
- (o) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;
- (p) To recover all assets of the Debtors and property of the Debtors' Estates, wherever located, and to hear and determine any adversary proceedings or other litigation related thereto; and
- (q) To enter a final decree closing the consolidated Chapter 11 Cases.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this May 9<sup>th</sup>, 2018.



Edgardo Garcia Rosario  
President  
Husky, Inc.



Edgardo Garcia Rosario  
President  
Christian Elderly Home, Inc.

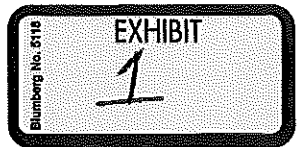
#### NOTICE PROVISION

Within twenty-one (21) days after service as evidenced 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 the Amended and Restated Second Amended Plan 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 the Amended and Restated Second Amended Plan with the Clerk's office of the United States Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the Amended and Restated Second Amended Plan 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; or (iii) in the opinion of the court, the interest of justice requires otherwise.

**I HEREBY CERTIFY** that on this date, I electronically filed the foregoing with the Clerk of the Court using the CMIECF System, which will send notification of such filing to the parties appearing in said system including the US Trustee and by the United States Postal Service to all those parties who have requested a copy and are not within the electronic notification service.

**C. CONDE & ASSOC.**

Attorney for the Debtors  
San Jose Street #254, 5th Floor  
San Juan, P.R. 00901-1253  
Tel: (787) 729-2900, Fax: (787) 729-2203  
E-mail: condecarmen@condelaw.com  
*/S/ Carmen D. Conde Torres*  
Carmen D. Conde Torres  
USDC No.: 207312  
*/S/ Luisa S. Valle Castro*  
USDC No.: 215611



Husky, Inc. Case No. 17-02559 (ESL)  
Christian Elderly Home, Inc. Case No. 17-02561

| Class Type  | Creditor              | Schedule Amount | Proof of Claim No. | Proof of Claim Amount | Allowed Amount  | Principal    | Interest    | Payment Under the Plan | Notes | Monthly Payment | Year 1       | Year 2       | Year 3       | Year 4       | Year 5      | Year 6      | Year 7      |
|---|-----------------------|-----------------|--------------------|-----------------------|-----------------|--------------|-------------|------------------------|-------|-----------------|--------------|--------------|--------------|--------------|-------------|-------------|-------------|
| Class 1 Administrative Expenses                               | Conde Law             |                 |                    |                       | \$ 20,000.00    |              |             | \$ 20,000.00           |       |                 |              |              |              |              |             |             |             |
|   | CPA Carrasquillo      |                 |                    |                       | \$ 10,000.00    |              |             | \$ 10,000.00           | 1     |                 |              |              |              |              |             |             |             |
|   | Total                 |                 |                    |                       | \$ 30,000.00    |              |             | \$ 30,000.00           |       |                 |              |              |              |              |             |             |             |
| Class 2 Secured Claim CRIM                                    | CRIM                  | \$ 94,344.00    | 5                  | \$ 52,272.57          | \$ 52,272.57    | \$ 52,272.57 | \$ 1,698.86 | \$ 53,971.43           | 2     | \$ 1,124.40     | \$ 13,492.86 | \$ 13,492.86 | \$ 13,492.86 | \$ 13,492.86 |             |             |             |
|   | Total                 | \$ 94,344.00    |                    | \$ 52,272.57          | \$ 52,272.57    | \$ 52,272.57 | \$ 1,698.86 | \$ 53,971.43           |       | \$ 1,124.40     | \$ 13,492.86 | \$ 13,492.86 | \$ 13,492.86 | \$ 13,492.86 |             |             |             |
| Class 3 Secured Claim Hacienda                                | Hacienda              |                 | 7                  | \$ 9,046.91           | \$ 9,046.91     | \$ 9,046.91  | \$ 294.02   | \$ 9,340.93            | 2     | \$ 194.60       | \$ 2,335.23  | \$ 2,335.23  | \$ 2,335.23  | \$ 2,335.23  |             |             |             |
|   | Total                 |                 |                    | \$ 9,046.91           | \$ 9,046.91     | \$ 9,046.91  | \$ 294.02   | \$ 9,340.93            |       | \$ 194.60       | \$ 2,335.23  | \$ 2,335.23  | \$ 2,335.23  | \$ 2,335.23  |             |             |             |
| Class 4 Secured Claim IRS                                     | IRS                   |                 | 8                  | \$ 14,869.17          | \$ 14,869.17    | \$ 14,869.17 | \$ 483.25   | \$ 15,352.42           | 2     | \$ 319.84       | \$ 3,838.10  | \$ 3,838.10  | \$ 3,838.10  | \$ 3,838.10  |             |             |             |
|   | Total                 |                 |                    | \$ 14,869.17          | \$ 14,869.17    | \$ 14,869.17 | \$ 483.25   | \$ 15,352.42           |       | \$ 319.84       | \$ 3,838.10  | \$ 3,838.10  | \$ 3,838.10  | \$ 3,838.10  |             |             |             |
| Class 5 Secured Claim Scotiabank                              | Scotiabank            | \$ 7,506,437.37 | 6                  | \$ 7,469,869.08       | \$ 7,469,869.08 |              |             | \$ 4,060,000.00        | 3     |                 |              |              |              |              |             |             |             |
| Class 6 General Unsecured Claims Governmental Entities        | CRIM                  | \$ 5,674.23     | 4                  | \$ 5,701.20           | \$ 5,701.20     |              |             | \$ 171.04              |       | \$ 2.04         | \$ 24.43     | \$ 24.43     | \$ 24.43     | \$ 24.43     | \$ 24.43    | \$ 24.43    | \$ 24.43    |
|   | CRIM                  |                 | 5                  | \$ 42,944.18          | \$ 42,944.18    |              |             | \$ 1,288.33            |       | \$ 15.34        | \$ 184.05    | \$ 184.05    | \$ 184.05    | \$ 184.05    | \$ 184.05   | \$ 184.05   | \$ 184.05   |
|   | CRIM                  |                 | 11                 | \$ 14,784.72          | \$ 14,784.72    |              |             | \$ 443.54              |       | \$ 5.28         | \$ 63.36     | \$ 63.36     | \$ 63.36     | \$ 63.36     | \$ 63.36    | \$ 63.36    | \$ 63.36    |
|   | Hacienda              | \$ 28,643.29    | 7                  | \$ 29,044.32          | \$ 29,044.32    |              |             | \$ 871.33              |       | \$ 10.37        | \$ 124.48    | \$ 124.48    | \$ 124.48    | \$ 124.48    | \$ 124.48   | \$ 124.48   | \$ 124.48   |
|   | Hacienda              |                 | 12                 | \$ 121.50             | \$ 121.50       |              |             | \$ 3.65                |       | \$ 0.04         | \$ 0.52      | \$ 0.52      | \$ 0.52      | \$ 0.52      | \$ 0.52     | \$ 0.52     | \$ 0.52     |
|   | IRS                   |                 | 1                  | \$ 1,100.00           | \$ 1,100.00     |              |             | \$ 33.00               |       | \$ 0.39         | \$ 4.71      | \$ 4.71      | \$ 4.71      | \$ 4.71      | \$ 4.71     | \$ 4.71     | \$ 4.71     |
|   | IRS                   |                 | 8                  | \$ 23,150.79          | \$ 23,150.79    |              |             | \$ 694.52              |       | \$ 8.27         | \$ 99.22     | \$ 99.22     | \$ 99.22     | \$ 99.22     | \$ 99.22    | \$ 99.22    | \$ 99.22    |
|   | Labor Unemployment    |                 | 2                  | \$ 906.18             | \$ 906.18       |              |             | \$ 27.19               |       | \$ 0.32         | \$ 3.88      | \$ 3.88      | \$ 3.88      | \$ 3.88      | \$ 3.88     | \$ 3.88     | \$ 3.88     |
|   | Labor Disability      |                 | 3                  | \$ 169.82             | \$ 169.82       |              |             | \$ 5.09                |       | \$ 0.06         | \$ 0.73      | \$ 0.73      | \$ 0.73      | \$ 0.73      | \$ 0.73     | \$ 0.73     | \$ 0.73     |
|   | State Insurance Fund  |                 | 10                 | \$ 57,107.80          | \$ 57,107.80    |              |             | \$ 1,713.23            | 4     | \$ 20.40        | \$ 244.75    | \$ 244.75    | \$ 244.75    | \$ 244.75    | \$ 244.75   | \$ 244.75   | \$ 244.75   |
|   | Total                 | \$ 34,317.52    |                    | \$ 175,030.51         | \$ 175,030.51   |              |             | \$ 3,505.40            |       | \$ 62.51        | \$ 750.13    | \$ 750.13    | \$ 750.13    | \$ 750.13    | \$ 750.13   | \$ 750.13   | \$ 750.13   |
| Class 7 All Other General Unsecured Claims                    | Scotiabank Deficiency |                 |                    |                       | \$ 1,678,798.26 |              |             | \$ 50,363.95           | 4     | \$ 599.57       | \$ 7,194.85  | \$ 7,194.85  | \$ 7,194.85  | \$ 7,194.85  | \$ 7,194.85 | \$ 7,194.85 | \$ 7,194.85 |
| Class 8 Subordinated Claims                                   |                       |                 |                    |                       |                 |              |             | Undetermined           | 5     |                 |              |              |              |              |             |             |             |
| Class 9 Equity Security Holders and/or Other Interest Holders |                       |                 |                    |                       |                 |              |             |                        |       |                 |              |              |              |              |             |             |             |
| PRIORITY CLAIMS   | IRS                   |                 | 1                  | \$ 1,400.00           | \$ 1,400.00     | \$ 1,400.00  | \$ 45.50    | \$ 1,445.50            |       | \$ 30.11        | \$ 361.38    | \$ 361.38    | \$ 361.38    | \$ 361.38    |             |             |             |
| PRIORITY CLAIMS   | Hacienda              |                 | 12                 | \$ 1,335.50           | \$ 1,335.50     | \$ 1,335.50  | \$ 43.40    | \$ 1,378.90            |       | \$ 28.73        | \$ 344.73    | \$ 344.73    | \$ 344.73    | \$ 344.73    |             |             |             |
|   |                       |                 |                    | \$ 2,735.50           | \$ 2,735.50     | \$ 2,735.50  | \$ 88.90    | \$ 2,824.40            |       | \$ 58.84        | \$ 706.10    | \$ 706.10    | \$ 706.10    | \$ 706.10    |             |             |             |
| Total   |                       | \$ 7,635,098.89 |                    | \$ 7,721,088.24       | \$ 7,751,088.24 |              |             | \$ 4,144,994.59        |       | \$ 2,359.77     | \$ 28,317.28 | \$ 28,317.28 | \$ 28,317.28 | \$ 28,317.28 | \$ 7,944.98 | \$ 7,944.98 | \$ 7,944.98 |

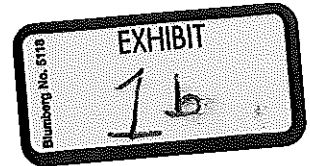
NOTE 1: Payment in full on Effective Date or as agreed with the Creditor

NOTE 2: Payment as per 11 USC 1129(a)(9)(D)

NOTE 3: Full Payment under 11USC1129(b)(2)(A)(iii). Collateral will be surrendered plus all insurance proceeds will be surrendered. Values of the Collateral as per Stipulation.

NOTE 4: Payment of 3% dividend within 84 months.

NOTE 5: No payment until superior classes are paid.




**SWORN STATEMENT**

I, Edgardo Garcia Perez, of legal age, married, businessman and resident of Gurabo, Puerto Rico, under penalty of perjury, declare as follows:

1. That my personal circumstances are those stated above.
2. That I am the son of Mr. Edgardo Garcia Rosario, the sole shareholder of Husky Inc. and Christian Elderly Home, Inc.
3. That my sister, Karen Marie Garcia Pérez and I has reviewed the payments that need to be made under the Plan of Reorganization for the bankruptcy cases of Husky, Inc. and Christian Elderly Home, Inc.
4. That our family has agreed and will continue to assist our father Mr. Edgardo Garcia Rosario with the monthly payments that need to be made in the minimum amount of \$2,359.77.
5. That although Life Senior Care Center, Inc. no longer will be holding the lease agreement to operate a retirement home at Gurabo, the family has agreed to assist our father in the funding of the Plan of Reorganization of Husky, Inc. and Christian Elderly Home, Inc.

Signed today, in San Juan, Puerto Rico this 18 day of April, 2018.

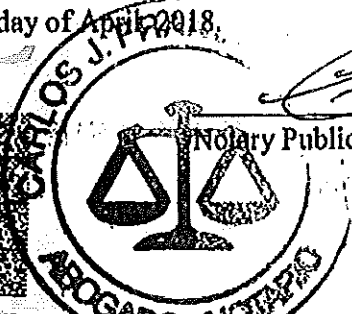
  
Edgardo Garcia Pérez

Affidavit No. 580

Sworn and signed before me by Edgardo Garcia Pérez, of the personal circumstances stated above to whom I have identified by Driver License No. 26586114 issued by Estado Libre Asociado de Puerto Rico this 18 day of April, 2018.



Sello




Notary Public

### SWORN STATEMENT

I, EDGARDO GARCIA ROSARIO, of legal age, married, retired and resident of Gurabo, Puerto Rico, under penalty of perjury, declare:

1. That my personal circumstances are as stated above.
2. That I am the President of and sole shareholder of Husky, Inc., Christian Elderly Home, Inc. and Cimarrona (did not operate)
3. That my assets, are:
  1. Nissan Rogue 2015 with a balance owed \$18,000.00
  2. Household and furniture with approx.. \$10,000.00 value
  3. Clothes with approx.. value of \$500.00
  4. Ring, chain and watch with approx. \$1,000.00 value
  5. Checking Account with approx.. \$200.00 value
  6. Savings Account with \$600.00 aprox. value
4. That my debts are as follows:
  1. Scotiabank - \$7 millions aprox.
  2. IRS - \$39,119.96
  3. CRIM -\$115,702.67
  4. Department of Treasury - \$10,268..41
  5. Department of Labor - \$1,076.00
  6. State Insurance Fund Corporation - \$57,107.80
  7. Citi Card with a balance owed of \$960.00 aprox. (Account ...7038)
5. That my only source of income is my social security and my wife's social security income, Elba Pérez Ríos, and the monetary assistance that my two children provide.
6. That I have agreed to make the monthly payments in the minimum amount of \$2,359.77 in order to comply with the Plan of Reorganization. That this payment considers the financial compromise of my children which has been done since the filing of this petition and our social security income.

In San Juan, Puerto Rico this 18 day of April, 2018

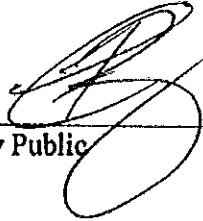
  
Edgardo García Rosario

Affidavit No. 551

Sworn and signed before me by Edgardo García Rosario, of the personal circumstances, stated above to whom I have identified by driver license No. 457335 issued by Estado Libre Asociado de Puerto Rico.

In San Juan, Puerto Rico this 18 day of April, 2018.

Notary Public





## SETTLEMENT AGREEMENT


This Settlement Agreement (this "Agreement") is made and entered into as of May 9<sup>th</sup>, 2018, by and among (a) Husky, Inc., a corporation validly organized and existing under the laws of the Commonwealth of Puerto Rico (the "HI"), Christian Elderly Home, Inc., a corporation validly organized and existing under the laws of the Commonwealth of Puerto Rico ("CEH" and collectively with the other entities described in this clause (a), the "Debtors"); (b) Scotiabank de Puerto Rico, a Puerto Rico banking corporation ("SBPR"); and (c) Edgardo R. Garcia Rosario and Elba Nydia Perez Rios, of legal age, married to each other, property owners and residents of Gurabo, Puerto Rico ("Guarantors"), (all individuals described in this clause (c), collectively, the "Affiliated Debtor Party"). SBPR, the Debtors, and the Debtors' Guarantors are referred to herein collectively as the "Parties" and each individually as a "Party".

## RECITALS

**WHEREAS**, on May 29, 2006, a certain Credit Agreement (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), was executed by and among Husky, Inc., as borrower, Christian Elderly Housing, Inc. and Edgardo R. Garcia Rosario and Elba Nydia Perez Rios, as the other borrower parties, and SBPR (as successor to the Federal Deposit Insurance Corporation, as receiver of R-G Premier Bank of Puerto Rico), as lender, pursuant to which R-G Premier Bank of Puerto Rico extended certain term loans (the "Loans") to HI;

**WHEREAS**, the Loans are secured by, among other things, SBPR's Collateral (as defined herein), pursuant to the Loan Documents (as defined in the Credit Agreement, the "Loan Documents");

**WHEREAS**, on or about April 30, 2010, R-G Premier Bank of Puerto Rico failed and the Federal Deposit Insurance Corporation (the "FDIC") became its receiver;

 **WHEREAS**, on April 30, 2010, the FDIC, in its capacity as receiver for R-G Premier Bank of Puerto Rico, and SBPR entered into a certain Loan Sale Agreement (as amended, supplemented, or otherwise modified from time to time, the "LSA"), and acquired all rights, title and interest of the FDIC as receiver into the Debtors' Loans and Loan Documents;

**WHEREAS**, SBPR asserted, Debtors and Debtors' Guarantors failed to pay principal and interest payments on the Loans;

**WHEREAS**, on September 7, 2012, SBPR purported to exercise its remedies under the Credit Agreement and the other Loan Documents and began a collection of monies action against the Guarantors, and on November 14, 2014, SBPR purported to exercise its remedies under the Credit Agreement and other Loan Documents and began a foreclosure proceedings under against Debtors;

**WHEREAS**, on July 2, 2013, with notice served on July 9, 2013, the Puerto Rico Court of First Instance rendered Judgment against Edgardo R. Garcia Rosario, his wife, Elba Nydia Pérez Rios and the Conjugal Partnership in the civil case no. ECD 2012-1092;

**WHEREAS**, on March 29, 2016, with notice served on April 20, 2016, the Puerto Rico Court of First Instance rendered Judgment against HI and CEH in the civil case no. ECD 2014-1330;

**WHEREAS**, on April 12, 2017 (the "Petition Date"), each of the Debtors filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Puerto Rico (the "Bankruptcy Court"), which chapter 11 cases are jointly administered under Case Nos. 17-02559, and 17-02561 (ESL) (the "Chapter 11 Cases");


**WHEREAS**, SBPR filed proof of claim no. 3 and proof of claim no. 6 in the Chapter 11 Cases in the amount of \$7,469,869.09, each, which \$4,060,000 was claimed as secured, and \$3,409,869.09 was unsecured;

**WHEREAS**, the Parties desire to avoid further litigation and are willing to settle and compromise all claims and causes of action related to the Debtors, SBPR, the Chapter 11 Cases, the Puerto Rico court cases ECD 2012-1092 and ECD 2014-1330, the Loans, the Credit Agreement, and the Loan Documents;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Each definition set forth in the recitals above is hereby incorporated by reference. In addition, the following terms shall be defined as follows:

(a) "Affiliated Debtor Released Parties" means the Debtors' Guarantors, and their current and former non-debtor affiliates, and with respect to each of the foregoing entities, such entity's current and former non-debtor officers, directors, managers, partners, principals, members, employees, agents, attorneys, accountants, advisors, consultants, shareholders, membership holders, controlling persons, and representatives. For the avoidance of doubt, the Debtors are not Affiliated Debtor Released Parties.

 (b) "Approved Second Amended Plan" or "Approved Plan" means an amended plan of reorganization filed by the Debtors, in form and substance reasonably satisfactory to SBPR, which shall include a summary of this agreement, its copy as an Exhibit and incorporate by reference all the terms of this Agreement as a compromise and settlement of all disputes between the Parties in connection with the Debtors, the Chapter 11 Cases, the Puerto Rico court cases ECD 2012-1092 and ECD 2014-1330, the Loans, the Credit Agreement, the Loan Documents, the Related Agreements, pursuant to sections 363, 1123, and 1129 of the Bankruptcy Code and Bankruptcy Rule 9019.

(c) "Confirmation Order" means a final and unappealable order of the Bankruptcy Court confirming the Approved Plan pursuant to section 1129 of the Bankruptcy Code, in form and substance satisfactory to the Debtors and SBPR.

(d) "Consummation Date" means the effective date of the Approved Plan.

(e) "Debtor Released Parties" means the Debtors and their current and former officers, directors, managers, partners, principals, members, employees, agents, attorneys,

accountants, advisors, consultants, shareholders, controlling persons, and representatives.


- (f) "Governmental Authority" means any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, Commonwealth of Puerto Rico or otherwise) whether now or hereafter in existence.
- (g) "Policy" means the insurance policy issued by MAPFRE PRAICO Insurance Company under the flood insurance policy no. 1555159000095 with an effective date of August 5, 2017 in favor of Christian Elderly Home, Inc. which names SBPR as an additional insured and any other insurance policy obtained by either of the Debtors which includes as additional insured issued in favor to SBPR related to the SBPR Collateral.
- (h) "SBPR's Collateral" means the (i) 11 properties of Christian Elderly Home, Inc. located at Pozo Hondo Ward in Guayama, Puerto Rico, identified by the Puerto Rico Registry of the Property, Section of Guayama as properties no. 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9308, 9294, 10468 and 10469 all of Guayama; (ii) the property of Husky, Inc. located at Rincon Ward, Carr #943 Km 0.2, Gurabo, Puerto Rico identified by the Puerto Rico Registry of the Property, Second Section of Caguas as property number 1,427, recorded at page 152 of volume 39 of Gurabo; (iii) all rights, title and interest of Debtors to the proceeds of any claim made under the Policy; and (iv) all rights, title and interest of Debtors to the proceeds of any claim made under the SBPR force-placed hazard insurance policy with either Caribbean American Property Insurance Company or Integrand Assurance Company or any other insurance company.
- (i) "SBPR Released Parties" means SBPR, and their current and former affiliates, and with respect to each of the foregoing entities, such entity's current and former officers, directors, managers, partners, principals, members, employees, agents, attorneys, accountants, advisors, consultants, shareholders, controlling persons, and representatives.
- (j) "Schedules and Petitions" means all schedules of assets and liabilities and voluntary petitions (and all amendments thereto) filed by the Debtors in the Chapter 11 Cases, including, without limitation, the schedules and voluntary petitions.

2. **Plan.** On or before May 9, 2018, the Debtors and SBPR shall jointly file a Second Amended Approved Plan, which in its form and substance reaffirms the Agreement and will be similar to the draft of the plan attached hereto as Exhibit "B". The Approved Plan may be not amended, modified, or supplemented without the prior written consent of the Debtors and SBPR.

3. **Transfers on the Consummation Date and Payments after the Consummation Date.** On and as a condition to the Consummation Date, in consideration of the releases delivered by the Debtors and SBPR in Section 7 below, and pursuant to the Second Amended Approved Plan, Debtors transfer, convey, assigns, and deliver to SBPR all of the rights, titles, privileges and interests, that Debtors acquired or may have acquired regarding the SBPR Collateral, free and clear of all liens, claims, encumbrances and interests of the Debtors and Debtors' Guarantors of any kind, extent, or nature and shall not be subject to offset, counterclaim, challenge, reduction, recoupment, or other defense of any kind, extent, or nature.

Debtors will further renounce to any alleged right, title or interest of ownership, common ownership, possession, servitude, usufruct, use and occupancy, or lease to the SBPR Collateral, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Debtors in and to adjacent streets, alleys, or rights-of-way; Debtors' interest in and to all leases and permits with respect to the SBPR Collateral; SBPR's interest in all services, maintenance, management or other contracts relating to the ownership or operation of the SBPR Collateral; and Debtors' interest in all warranties or guaranties relating to the SBPR Collateral being transferred, and regarding real property which is part of the SBPR Collateral the legal descriptions are contained on Exhibit "A" attached hereto and incorporated herein.

The Approved Second Amended Plan shall serve as, and shall be deemed to be, a motion for entry of an order (which order shall be the Confirmation Order) under sections 363(b), 363(f), 1123(a)(5), 1123(b)(4), and 1146(a) of the Bankruptcy Code and Bankruptcy Rule 9019 approving such global settlement and transfers and shall also serve as, and shall be deemed to be, notice to all holders of claims under the Plan. The transfer of the SBPR Transferred Assets shall be made pursuant to a private transfer in kind, and such transfers shall not be subject to competitive bidding, public auction, or higher or otherwise better offers. In addition, for the avoidance of doubt, no act or action by any party from and after the effective date of the Approved Plan including, without limitation, the filing of any objection to any claim or interest, shall impair or otherwise modify, alter, or undermine in any respect the validity of the Transfer of the SBPR Collateral, this Agreement, or the releases under Section 7 of this Agreement.



Upon entry of the Confirmation Order, the Debtors shall be authorized and directed to take any and all actions necessary to consummate this Agreement, the Transfer of the SBPR Collateral, and all other transactions contemplated thereunder. SBPR and Debtors agree to execute any additional document or instrument, notarial or otherwise, necessary for the recording and transfer of the fee simple title to the SBPR Collateral in the name of SBPR in the Registry of Property of Puerto Rico, and furthermore agree that if Debtors fail to execute such additional documents or instrument, notarial or otherwise, the Bankruptcy Court shall be authorized after SBPR files a motion to compel Debtors to execute such additional documents or instrument, notarial or otherwise to authorize the United States Marshall Service to execute such additional documents or instrument, notarial or otherwise in substitution and behalf of the Debtors, either individually or collectively.

After the Consummation Date, pursuant to Sections 1141(b) and (c) of the Bankruptcy Code, the SBPR Collateral shall vest in SBPR, free and clear of all liens, claims, encumbrances, charges, and other interests of any kind, extent, or nature (including, but not limited, to any claim relating to or arising under Article 1425 of the Puerto Rico Civil Code (31 L.P.R.A. Sec. 3950), et seq., as a result of the transfer of the SBPR Collateral to SBPR), and no other entity shall have any interest, whether legal, beneficial or otherwise, in property distributed or transferred pursuant to the Approved Plan; provided that any and all claims and causes of action of the Debtors arising under Chapter 5 of the Bankruptcy Code or otherwise against the Affiliated Debtors Released Parties or the officers and directors shall be released on the Consummation Date pursuant to the releases in Section 7 of this Agreement.

**4. Representations of the Parties.**


(a) The Debtors and Debtors' Guarantors jointly and severally, hereby represent and warrant to SBPR, to the best of their knowledge, that, on and as of the date of this Agreement that no payments have been disbursed by the Debtors to or for the benefit of the Debtors' officers, directors, managers, or members, any Debtors' Guarantors, or any other Affiliated Debtor Released Parties, including without limitation, any payments of management fees, director fees, salaries, expense reimbursements, indemnification obligations, insurance premiums or other payments of any kind.

(b) The Debtors, jointly and severally, hereby represent and warrant to SBPR, that, the Court served notice of the applicable deadlines for filing proofs of claims in the Chapter 11 Cases and the notice required by Rule 1007-1(f) of the Local Rules of the Bankruptcy Court, by first class mail to all creditors of the Debtors.

(c) Each party represents that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; has the requisite power and authority.

(d) Other than the Confirmation Order, the execution, delivery and performance by the Debtors and the Guarantors of this Agreement, and the consummation of the transactions contemplated hereby, do not require any approval or consent of, or filing with, any governmental authority, other than those already obtained or made.

(e) Other than the Chapter 11 Cases, there are no actions, suits, proceedings or investigations of any kind pending or threatened against the Debtors before any court, tribunal or governmental authority, which, if adversely determined, would, in any case, question or impair, in any way, the validity of this Agreement or any action taken or to be taken pursuant hereto.

 (f) No representation or warranty made by Debtors and Guarantors to SBPR in this Agreement, or in any agreement, instrument, document, certificate, statement or letter furnished to SBPR, or to its legal and financial counsels or advisors, by or on behalf of any of the Debtors and Guarantors, and no other information previously furnished in writing by any of Debtors and Guarantors to SBPR, or said counsels or advisors, contains any statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

(g) Debtors and Guarantors agree that upon the approval of this Agreement and the final Confirmation Order of the Second Amended Plan, Debtors will not have any defenses, offsets, claims or counterclaims of any nature, whether liquidated or unliquidated, now or hereafter existing, matured or unmatured, direct or indirect, against SBPR, directly or indirectly related to the Chapter 11 Cases, the Puerto Rico court cases ECD 2012-1092 and ECD 2014-1330, the Loans, the Credit Agreement, and the Loan Documents, and any and all such defenses, offsets, claims and counterclaims are hereby expressly and forever waived and released by each Party.

The representations and warranties of the Parties hereunder shall survive for twelve (12) months following the Consummation Date, and shall continue for matters as to which written notice of breach of representations and warranties have been given within such twelve-month period.


5. **Covenants of the Debtors.**

(a) Debtors will execute within ten (10) days from the Consummation Date all written documents necessary in SBPR's reasonable sole discretion to make a claim under the Policy for the direct physical loss by or from flood to the building located at the Rincon Ward, PR State Road 943 Km 0.2, Gurabo, Puerto Rico identified by the Puerto Rico Registry of the Property, Second Section of Caguas as property number 1,427, recorded at page 152 of volume 39 of Gurabo. The Policy has a coverage limit of \$500,000.00 with a \$2,000 deductible. The Policy names SBPR as loss payee.

(b) SBPR and Debtors agree to execute any additional document or instrument, notarial or otherwise, necessary for the recording and transfer of the fee simple title to the SBPR Collateral in the name of SBPR in the Registry of Property of Puerto Rico, or to make any claim under the Policy or any other insurance product regarding the SBPR Collateral, and furthermore Debtors agree that if either fails fail to execute such additional documents or instrument, notarial or otherwise, the Bankruptcy Court shall be authorized to compel Debtors to execute such additional documents or instrument, notarial or otherwise, and if either of the Debtors fail to do so, then the Bankruptcy Court may designate an official, usually the U.S. Marshal, under order and supervision of the Bankruptcy Court to execute such additional documents or instrument, notarial or otherwise in substitution and behalf of Debtors.

6. **No Inconsistent Action.** Between the date hereof and the Consummation Date, each of the Debtors, on behalf of themselves and their estates, and each of the Debtors' Guarantors hereby covenant and agree that it shall not file, join in, or support any motion or pleading that seeks relief that is inconsistent with the terms of this Agreement.

7. **Releases.**

 (a) As additional consideration for entering into this Agreement, on the Consummation Date, Debtors and the Guarantors RELEASE, REMISE AND FOREVER DISCHARGE the SBPR Released Parties from all obligations, actions, suits, causes of action, claims (including, without limitation, cross-claims, counterclaims, rights of setoff and recoupment), demands, suits, costs, expenses, damages, losses and liabilities of whatever nature, character and description, in law, in equity or otherwise, whether known or unknown, absolute or contingent, direct or indirect, which the Debtors and any of the Guarantors ever had, now has, or will or may have against SBPR Released Parties, jointly or individually, for, upon or by reason of or for the Loans under the Loan Documents and/or the commercial relationship between the SBPR and Debtors' and the Guarantors', including without limitation any underwriting deficiency or failure to properly underwrite the Loans in any way related to any of the following: (x) a failure to properly verify Debtors and/or the Guarantors information, such as income, credit history or rental history, (y) a failure to properly verify the value of the collateral, including because of a fraudulent or inaccurate appraisal or otherwise, or (z) the reliance on any fraudulent or overstated Debtors and/or each Guarantor information or appraisal.

(b) As additional consideration for entering into this Agreement, on the Consummation Date, and subject to and conditioned expressly upon the performance by Debtors and/or the Guarantors of their respective obligations under this Agreement and the Approved Plan to SBPR's satisfaction, at such time, the Debtor Released Parties and the

Affiliated Debtor Released Parties shall be RELEASE, REMISE AND FOREVER DISCHARGE from the Loans under the Loan Documents, including without limitation all obligations, actions, suits, causes of action, claims, demands, costs, expenses, damages, losses, deficiencies, and liabilities of whatever nature, character and description, in law, in equity or otherwise, whether known or unknown, absolute or contingent, direct or indirect, which the SBPR Released Parties ever had, now have, or hereinafter shall or may have against Debtors or the Guarantors, jointly or individually, for, upon or by reason of or for the Loan from the date thereof to the date hereof.

The release granted SBPR Released Parties under this Agreement will become null and void, *ab initio*, in the event (A) Debtors and/or Guarantors shall contest this Agreement or the terms of the Approved Plan; or (B) Guarantors shall file, support or fail to oppose a voluntary or involuntary petition of the Guarantors seeking, an order appointing a trustee under Chapter 7, Chapter 11 or Chapter 13 of the Bankruptcy Code.

**8. Allowed Claim of SBPR.**

(a) Pursuant to the Approved Plan and the Confirmation Order, SBPR shall be deemed to hold an allowed claim against the substantively consolidated Debtors in the amount of \$7,469,869.09 (the "SBPR Allowed Claim"), which shall be allowed for all purposes in the Chapter 11 Cases. Pursuant to the Approved Plan and Confirmation Order, the Parties shall stipulate and agree that the SBPR Allowed Claim is not subject to offset, counterclaim, challenge, reduction, recoupment, or other defense of any kind, extent, or nature.

(b) Pursuant to the Approved Plan and the Confirmation Order, the SBPR Allowed Claim shall be deemed to consist of (i) an allowed secured claim in the amount of \$4,060,000 (the "SBPR Secured Claim") and (ii) an allowed unsecured deficiency claim in the amount of \$3,409,869.09. Notwithstanding the above, the Debtors and SBPR have agreed that the Debtors will consider only half (50%) of the SBPR deficiency claim of \$3,409,869.09 to receive treatment under Class 7 of the Approved Plan. SBPR is waiving the other half of the SBPR deficiency claim. Debtors will also be permitted to discount to this portion the payment to CRIM in the amount of \$52,272.57 for their allowed secured claim in Class 2 to be paid under the Approved Plan. For avoidance of doubt, the SBPR deficiency claim will be capped at \$1,678,798.26 and will receive payment pro rata under Class 7 of the Plan based on a 3% payment of \$1,678,798.26 in 84 months.

(c) SBPR will retain the insurance proceeds due to Hurricane Maria from the Policy, for the claims over the SBPR Collateral which consists or real property. Debtors agree to cooperate with SBPR in the claims process of the Policy, and to execute any documents required by the insurance company or SBPR to complete the claims process under the Policy.

(d) The Debtors agree to cease any and all discovery actions and any actions to subordinate SBPR's claims under Class 8.

(e) The Parties hereby stipulate and agree that, subject to the Approved Plan and the Confirmation Order, (i) the SBPR Secured Claim shall be deemed secured by valid, binding, perfected, non-avoidable, first priority, and enforceable liens and security interests in SBPR's Collateral, and (iii) such liens and security interests shall not be subject to offset, counterclaim, challenge, reduction, recoupment, or other defense of any kind, extent, or nature.

9. **Conditions Precedent to the Consummation Date.** The conditions to the occurrence of the Consummation Date shall include the occurrence of the following on or before the earlier of the applicable date set forth below or Consummation Date:

(a) Each of the Parties hereto shall have executed and delivered counterparts to this Agreement on or before May 9<sup>th</sup>, 2018.

(b) On or before May 9<sup>th</sup>, 2018, the Debtors shall have filed the Second Amended Approved Plan, providing SBPR the treatment agreed in this Agreement.

(c) On or before September 30<sup>th</sup>, 2018 the Bankruptcy Court shall have entered the Confirmation Order.

(d) Upon the Confirmation Order becoming final and unappealable, the Debtors and SBPR shall have made all payments, transfers, and assignments as set forth in Section 3.

(e) The representations and warranties of each Party in Section 4 shall be true and correct on and as of the Consummation Date.

(f) Upon the Confirmation Order becoming final and unappealable all distributions shall have been made or will be made to SBPR or its designee on account of the SBPR Allowed Claim as provided in the Approved Plan.

(g) The Debtors and the Debtors' Guarantors shall have executed or delivered the all documents necessary or desirable to transfer the SBPR Collateral to SBPR, including any letters, forms, claims, studies, assessments, affidavits in customary form).

10. **Consummation of Approved Plan.** If the Consummation Date shall not have occurred on or prior to September 30, 2018, due to Debtors lack of diligence or fault, (or such later date as to which SBPR and the Debtors may have consented in writing), this Agreement shall be null and void *ab initio*, all agreements set forth herein shall have no force and effect whatsoever and will not be admissible in evidence in any proceeding between the parties, be it administrative or judicial in nature. Then all Parties shall retain any and all defenses and claims against each other.

11. **Further Assurances.** At any time or from time to time after the Consummation Date, without further consideration, each Party shall, at the reasonable request at any other Party, execute and deliver such further instruments and documents and take such further actions as such other Party may reasonably request to evidence or effect the consummation of the transactions contemplated by this Agreement.

12. **Due Authorization.** Each of the Parties hereto represents and warrants as to itself that: (i) it has duly and validly executed and delivered this Agreement and (ii) assuming this Agreement has been duly and validly executed and delivered by the other Parties hereto, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties as to the subject matter hereof, is the final and complete expression of their intent, and supersedes all prior negotiations, representations, and agreement, whether written or oral. This Agreement may only be amended, modified, or discharged if consented to in a writing executed by all Parties.

14. **No Third Party Beneficiaries.** This Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person or entity who or which is not a Party hereto, except that each of the Affiliated Debtor Released Parties, SBPR Released Parties, and Debtor Released Parties (other than the Parties) shall be deemed a third-party beneficiary entitled to benefit from and enforce all of the rights and benefits of the Affiliated Debtor Released Parties, SBPR Released Parties, and Debtor Released Parties under this Agreement and the releases executed and delivered pursuant to Section 10(f).

15. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without reference to its choice of law principles that would require the application of the laws of another jurisdiction. The Parties further agree that any disputes arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court during the pendency of the Chapter 11 Cases and, thereafter, of any State or Federal Court sitting in the Commonwealth of Puerto Rico.

16. **Representation by Legal Counsel.** Each Party acknowledges to the other Parties that it has been represented by experienced legal counsel of its own choice throughout all of the proceedings and negotiations that preceded the execution of this Agreement, and that it has executed this Agreement with the advice of such legal counsel. Each Party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they deemed necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein.

17. **Attorneys' Fees.** Except as set forth herein, it is acknowledged and agreed that each Party shall bear its own attorneys' fees and costs. In the event of a dispute arising out of or relating to this Agreement, each Party shall bear its own attorneys' fees and costs, regardless of the outcome of such dispute.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, by facsimile, electronic mail or other means acceptable to the Parties, with each counterpart to be considered to be an original portion of this Agreement.

19. **No Admission of Liability.** No part of this Agreement or any proceedings relating to this Agreement, whether or not consummated, shall be construed as, or deemed to be evidence of, any admission or concession on the part of a Party with respect to any claim or of any breach, liability, fault, wrongdoing, or damage whatsoever, or with respect to any infirmity in any defense that such Party has or could have asserted.

20. **Specific Performance.** The Parties acknowledge and agree that money damages shall not be a sufficient remedy for any breach of this Agreement, and each Party shall have the right, in addition to any other rights and remedies contained herein, to seek specific performance, injunctive, or other equitable relief from the Bankruptcy Court as a remedy for any such breach.

21. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective representatives, successors and assigns (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtors).



Affidavit Number \_\_\_\_\_

Acknowledged and subscribed before me by Elba Nydia Perez Rios, of legal age, married, property owner, and resident of Gurabo, Puerto Rico as shareholder and Director of both Borrower and CEH and in her personal capacity, whom I personally know, in San Juan, Puerto Rico, this May \_\_\_, 2018.

NOTARY PUBLIC

Acknowledged and subscribed before me by \_\_\_\_\_, of legal age, married, property owner, and resident of \_\_\_\_\_ Puerto Rico, as representative of Scotiabank Puerto Rico, whom I personally know, in San Juan, Puerto Rico, this May \_\_\_, 2018.

NOTARY PUBLIC

**EXHIBIT B**

**SECOND AMENDED PLAN OF REORGANIZATION**

**ATTACHED HERETO**

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTIES**

**HUSKY PROPERTY**

“RUSTICA: Parcela de terreno radicada en el Barrio Rincón de Gurabo, Puerto Rico, con una cabina superficial de 2,320.257 metros cuadrados. Colinda por el NORTE, en una distancia de 10.00 metros desde la pared del edificio construido, con terrenos de la finca principal de la cual se segrega, por el SUR, con la Carretera en construcción de Gurabo a Trujillo Alto, por el ESTE, en una distancia de 10.00 metros desde la pared del edificio construido con terrenos de la finca de que se segrega y por el OESTE, con terrenos de la finca principal.

Enclava un edificio de almacén de concreto de 2 plantas que mide 45.75 metros de largo por 15.25 metros de ancho.”

Property #1427, recorded at page recorded at page 152 of volume 39 de Gurabo, Property Registry of Puerto Rico, Second Section of Caguas.

**CHRISTIAN ELDERLY PROPERTIES**

PROPERTY #9301 recorded at page 138 of volume 288 of Guayama Property Registry of Puerto Rico, Section of Guayama.

**DESCRIPTION:**

“RUSTICA: Parcela de forma irregular ubicada en el Bo. Pozo Hondo del término municipal de Guayama, P.R con una cabida superficial de 25.9745cdas. En lindes por el NORTE, en parte con la carretera estatal #713 y en parte con el proyecto Ranchos de Guayama; por el SUR, con terrenos propiedad de Luce and Company S en C; por el ESTE, en parte con la parcela a ser traspasada a la Autoridad de Acueductos y Alcantarillado de P.R para la construcción de una caseta de bombas y en parte con la carretera estatal #713 y por el OESTE, con terrenos del proyecto Ranchos de Guayama.”

PROPERTY #9302 recorded at page 144 of volume 288 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

**DESCRIPTION:**

“RUSTICA: Parcela para uso agrícola de forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 25.3194cdas iguales a 99,515.3697mc. En lindes por el NORTE, con la carretera estatal #713 y parcela denominada #1; por el SUR, con parcela denominada #3; por el ESTE, con la carretera estatal #713 y por el OESTE, con parcela denominada #6.”

PROPERTY #9303 recorded at page 150 of volume 288 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

“RUSTICA: Parcela para uso agrícola de forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 25.7416cdas iguales a 101,174.7846mc. En lindes por el NORTE, con la carretera estatal #713 y parcela denominada 2; por el SUR, con la parcela denominada 4, con parcela denominada 5, con el remanente de la finca de la cual fue segregada; por el ESTE, con la carretera estatal #713 y por el OESTE, con parcela denominada 6 y con remanente de la finca de la cual se segrega.”

PROPERTY #9304 recorded at page 156 of volume 288 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

“RUSTICA: Parcela para uso agrícola de forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 25.4632cdas iguales a 100,080.5612mc. En lindes por el NORTE, con la carretera estatal #713 y parcela denominada 3; por el SUR, con el remanente de la finca de la cual fue segregada; por el ESTE, con la carretera estatal #713 y por el OESTE, con parcela denominada 5.”

PROPERTY #9305 recorded at page 162 of volume 288 of Guayama Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

“RUSTICA: Parcela para uso agrícola de forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 26.00cdas equivalentes a 10 hectáreas, 21 áreas, 20 centiáreas, 29 miliáreas. En lindes por el NORTE, en parte con la parcela denominada 3, propiedad de Luce and Company S. en C, en parte con parcela denominada 4, propiedad de Luce and Company S. en C, en parte con el remanente de la finca de la que se segrega; por el SUR, con el remanente de la finca de la cual fue segregada propiedad de Luce and Company S en C; por el ESTE, en parte con parcela denominada 3 propiedad de Luce and Company S en C y en parte con parcela denominada 4 propiedad de Luce and Company S en C y por el OESTE, con remanente de la finca de la cual se segrega propiedad de Luce and Company S en C.”

PROPERTY #9306 recorded at page 168 of volume 288 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

“RUSTICA: Parcela para uso agrícola de forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 26.00cdas equivalentes a 10 hectáreas, 21 áreas, 20 centiáreas, 29 miliáreas. En lindes por el NORTE, con terrenos de Rancho Guayama propiedad de Land Owners Developers Corp.; por el SUR, en parte con la parcela denominada 7, propiedad de Luce and Company S en C y en parte con el remanente de la finca de la cual se segrega propiedad de Luce and Company S en C; por el ESTE, en parte con parcela denominada 2 propiedad de Luce and Company S en C y en parte con parcela denominada 3 propiedad de Luce and Company S en C y en parte con remanente de la finca de la cual se segrega propiedad de Luce and Company S en C y por el OESTE, con terrenos de Ranchos Guayama, propiedad de Lands Owners Developers Corp.”

PROPERTY #9307 recorded at page 174 of volume 288 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

“RUSTICA: Parcela para uso agrícola de forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 26.00cdas equivalentes a 10 hectáreas, 21 áreas, 20 centiáreas, 29 miliáreas. En lindes por el NORTE, en parte con parcela denominada 6, propiedad de Luce and Company S en C y en parte con el remanente de la finca de la cual se segrega propiedad de Luce and Company S en C.; por el SUR, con la parcela denominada 8, propiedad de Luce and Company S en C; por el ESTE, con el remanente de la finca de la cual se segrega propiedad de Luce and Company S en C y por el OESTE, en parte con terrenos propiedad de Ramón González Hernández y en parte con terrenos de Ranchos Guayama, propiedad de Lands Owners Developers Corp.”

PROPERTY #9308 recorded at page 180 of volume 288 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

“RUSTICA: Parcela para uso agrícola de forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 26.00cdas equivalentes a 10 hectáreas, 21 áreas, 20 centiáreas, 29 miliáreas. En lindes por el NORTE, en parte con parcela denominada 7, propiedad de Luce and Company S en C y en parte con el remanente de la finca de la cual se segrega propiedad de Luce and Company S en C.; por el SUR, con terrenos propiedad de Ramón González Hernández; por el ESTE, con el remanente de la finca de la cual se segrega propiedad de Luce and Company S en C y por el OESTE, en parte con terrenos propiedad de Ramón González Hernández y en parte con parcela denominada 7, propiedad de Luce and Company S en C.”

PROPERTY #9294 recorded at page 93 of volume 288 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

"RUSTICA: Parcela para uso agrícola remanente de la finca de mayor cabida forma irregular ubicada en el Bo. Jobos del término municipal de Guayama P.R con una cabida superficial de 38.2071cdas iguales a 150,161.2554mc. En lindes por el NORTE, con la carretera estatal #713 y parcelas denominadas respectivamente 3, 4, 5, 6 y 7.; por el SUR, con terrenos propiedad de la Administración de Terrenos de P.R en parte con terrenos propiedad de Ramón González Hernández y en parte con parcelas denominadas respectivamente 5, 7 y 8; por el ESTE, en parte con la carretera estatal #713, en parte con terrenos propiedad de la Administración de Terrenos de P.R y en parte con parcelas denominadas respectivamente 3 y 5y por el OESTE, en parte con parcelas denominadas, respectivamente 6, 7 y 8. Enclava en la esquina Este de esta parcela una casa de una planta construida de madera y techada en zinc."

PROPERTY #10468 recorded at page 83 of volume 315 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

"RUSTICA: Parcela de terreno de forma irregular ubicada en el Bo. Pozo Hondo del término municipal de Guayama P.R con una cabida superficial de 151.9035cdas equivalentes a 59 hectáreas, 70 áreas, 40.9443 centiáreas. En lindes por el NORTE, en parte con terrenos propiedad de Víctor D. Alonso y en parte con terrenos propiedad de la Administración de Terrenos de P.R y parcela B-1 ; por el SUR, en parte con la carretera estatal 713, en parte con terrenos propiedad de la Administración de Terrenos de P.R, parcela B-1, B-2, B-3 y en parte con terrenos propiedad de la Administración de Vivienda Rural; por el ESTE, en parte con terrenos de Víctor D. Alonso, y en parte con terrenos de la Administración de Terrenos de P.R, parcelas B-2 y B-3 y por el OESTE, en parte con la carretera estatal 713 y en parte con terrenos de la Administración de Terrenos de P.R, parcelas B-1, B-2 y B-3. Discurre por la porción Sur de la Parcela aproximadamente de Este a Oeste un tendido de líneas de transmisión de Energía Eléctrica de alta tensión cuya servidumbre afecta una faja de terreno de 60 ml de ancho."

PROPERTY #10469 recorded at page 91 of volume 315 of Guayama, Property Registry of Puerto Rico, Section of Guayama.

DESCRIPTION:

"RUSTICA: Parcela de terreno de forma irregular ubicada en el Bo. Pozo Hondo del término municipal de Guayama P.R con una cabida superficial de

190,333.7926mc equivalentes a 48.4261cdas. En lindes por el NORTE, en parte con terrenos propiedad de Juan Rodríguez Colon en parte con terrenos propiedad de la Administración de Terrenos de P.R y en parte con la carretera estatal #713 ; por el SUR, en parte con terrenos propiedad de la Administración de Terrenos de P.R, en parte con terrenos propiedad de Víctor D. Alonso y en parte con terrenos propiedad de Vivienda Rural ; por el ESTE, con la parcela a ser traspasada a la Autoridad de Acueductos y Alcantarillado de P.R para la construcción de una caseta de bombas y en parte con la carretera estatal #713 y por el OESTE, en parte con terrenos propiedad de Juan Rodríguez Colon y en parte con terrenos propiedad de Víctor D. Alonso. Segregado y vendido el solar #1 de 1.00cdas inscrito a favor de Héctor A. Morejon al folio 123 of volume 395 de Guayama finca 14109 sin que se describa su remanente.”

**EXHIBIT B**

**SECOND AMENDED PLAN OF REORGANIZATION**

**ATTACHED HERETO**