

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

IN RE:	CASE NO.: 17-02559 (ESL)
HUSKY, INC.	
Debtors in Possession	CHAPTER 11
IN RE:	CASE NO.: 17-02561 (ESL)
CHRISTIAN ELDERLY HOME, INC.	
Debtors in Possession	CHAPTER 11

DEBTORS' AMENDED CONSOLIDATED PLAN OF REORGANIZATION

ARTICLE I
DEFINITIONS

For the purposes of this 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).

"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 not have any 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).

"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 gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, continent, 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 in accordance with the provisions of 11 U.S.C. Section 1129 becomes a Final Order.

"Confirmation Order" shall mean the order of the Bankruptcy Court confirming the Plan pursuant to the provisions of the Bankruptcy Code.

"Consummation Date" shall mean the date by which all of the conditions precedent to consummation as set forth in this Plan, shall have been met or waived.

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

"Creditor" shall mean any Person who has 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(I).

"Creditors' Committee" shall mean the elected committee which represents the Creditors

in a proceeding pursuant to 11 U.S.C. Section 705. A creditor's committee was not appointed in this case.

"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 pursuant to 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, in accordance with the provisions of the Bankruptcy Code and Rules.

"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.

"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 pursuant to 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 in accordance with 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 with respect to 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 Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated July 11, 2017, 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.

"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.

“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 in accordance with 11 U.S.C. Section 506.

“Secured Creditor” shall mean a Creditor who has a Secured Claim.

“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.

“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 seven (7) classes, all structured in accordance with the provisions of 11 U.S.C. §1122 and §1123. All creditors and other parties in interest are urged to read and consider the Plan in full inasmuch as 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 Debtor, 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.

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 SCOTIABANK

This class shall consist of the allowed secured claim held by Scotiabank. The Debtors listed Scotiabank in the Schedules as a secured creditor on account of a commercial loan provided by R&G to the Debtor which was subsequently acquired by Scotiabank upon the closing of R&G by the FDIC. This claim is secured by liens over the Debtors' real estate properties. 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. 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 claim as a single claim in the total amount of \$7,469,869.09. For purposes of the Plan and the treatment of the allowed claim under this Class, the Debtor shall accept the values of the properties assigned by Scotiabank in its claims.

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 deficiency in the amount of \$23,150.79.

CLASS 5 UNSECURED GOVERNMENTAL 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.

CLASS 6 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 and the deficiency of the claim filed by Scotiabank, which is yet to be determined.

CLASS 7 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 Debtor, 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 between the parties. **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 over the real estate property of Husky, Inc. and an unsecured deficiency in the amount of \$42,944.18.

CRIM will retain the liens securing its claim. CRIM's claim will be paid in full including interest upon disposition of the property which secures such claim. The Debtor proposes to pay CRIM's allowed secured claim in full with 60 consecutive equal monthly installments of principal plus interest. In the alternative the property is not refinanced, sold and thus surrendered to Scotiabank, CRIM shall continue to retain its lien. **This class is impaired.**

CLASS 3 SECURED CLAIM SCOTIABANK

This class shall consist of the allowed secured claim held by Scotiabank. The Debtors listed Scotiabank in the Schedules as a secured creditor on account of a commercial loan provided by R&G to the Debtor which was subsequently acquired by Scotiabank upon the closing of R&G by the FDIC. This claim is secured by liens over the Debtors' real estate properties. 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. 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 claim as a single claim in the total amount of \$7,469,869.09. For purposes of the Plan and the treatment of the allowed claim under this Class, the Debtor shall accept the values of the properties assigned by Scotiabank in its claims.

The Debtor will provide treatment to Scotiabank's allowed secured claim as follows:

Scotiabank shall retain its liens over all of the collateral. On the Effective Date Christian Elderly Home, Inc. will transfer to Scotiabank Puerto Rico, as full payment of its allowed secured claim, the following the properties:

1. Lot of Land #9301 consisting of 25.975 Cuerdas located at Pozo Hondo Ward, Guayama, P.R. registered at Page 137, Vol. 288, of the Registry of Guayama.
2. Lot of Land #9302 consisting of 25.304 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 144, Vol. 288, of the Registry of Guayama.
3. Lot of Land #9303 consisting of 25.741 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 150, Vol. 288, of the Registry of Guayama.
4. Lot of Land #9304 consisting of 25.473 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 156, Vol. 288, of the Registry of Guayama.

5. Lot of Land #9305 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 162, Vol. 288, of the Registry of Guayama.
6. Lot of Land #9306 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 168, Vol. 288, of the Registry of Guayama.
7. Lot of Land #9307 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 174, Vol. 288, of the Registry of Guayama.
8. Lot of Land #9308 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 180, Vol. 288, of the Registry of Guayama.
9. Lot of Land #9294 consisting of 38.261 Cuerdas (Remnant) located at Jobos Ward, Guayama, P.R. registered at Page 93, Vol. 288, of the Registry of Guayama.
10. Lot of Land #10469 consisting of 48.4260 Cuerdas located at Pozo Hondo Ward, Guayama, P.R. registered at Page 91, Vol. 315, of the Registry of Guayama.

Husky Inc. will refinance or sell within a period of one hundred and twenty (120) days the property located Barrio Rincón, Gurabo, Lot #1427 registered at Page 152, Vol. 39 of the Registry of Property of Gurabo, Section II of Caguas. ("Property 1427"). All liens will attach to the sales proceeds. If Property 1427 is not sold within the one hundred and twenty (120) day period the same will be surrendered and transferred to the bank in full payment of its allowed secured claim and under the provisions of Section 1146 of the Bankruptcy Code. The Debtor will continue making monthly adequate protection payments of \$3,000.00 until the property is refinanced, sold or surrendered. These monthly payments are to be applied to the principal of all secured claims. After the refinancing or sale of the commercial property, any deficiency will be paid under Class 6 of the Plan. **This Class is 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 deficiency in the amount of \$23,150.79.

The Debtor will surrender this property to Scotiabank as part of the treatment of its claim under Class 3 and IRS will retain the liens securing its claim. IRS' secured claim will be paid in full including interest upon disposition of the property which secures such claim. Its unsecured deficiency claim shall be paid under Class 5 of the Plan. **This class is impaired.**

CLASS 5 GENERAL UNSECURED GOVERNMENTAL 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 a 3% consisting of 84 equal monthly payments from the Effective Date. **This Class is impaired.**

CLASS 6 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 and the deficiency of the claim filed by Scotiabank, which is yet to be determined. The Debtor is reconciling these amounts and will provide treatment under this class.

This class will receive a 3% consisting of 84 equal monthly payments from the Effective Date. **This class is impaired.**

CLASS 7 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 receive treatment under the Plan of Reorganization and are not entitled to vote.

(All creditors are requested to review the Payment Plan and Projected Cash Flow 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 prevailing prime rate 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 assuming this executory contract prior to confirmation date.

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 6 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. Since the bar date to file a claim has not elapsed the Debtors herein reserve the right to object to any claim filed after this document.

**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
(CRAMDOWN)**

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 complies with the provisions of 1120(b) for secured creditors and does not discriminate unfairly and is fair and equitable with respect to each class of claims or interests that is an unsecured impaired class under the Plan and has not accepted this Plan.

**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.

Funding of the plan will be from the refinancing or sale of real estate property of Husky Inc, the surrendering to Scotiabank of the real estate properties of Christian Elderly Home, Inc., as the indubitable equivalent of the secured allowed claim, the collection of accounts receivable and a contribution to be made by the shareholders, as needed. If the refinancing or sale of the Husky property does not take place within one hundred and twenty (120) days from the Effective Date,

Scotiabank shall receive the collateral itself as the indubitable equivalent of the allowed secured claim, unless otherwise agreed. In any event the Debtors will continue making the monthly payments to Scotiabank in the amount of \$3,000.00 until the property is refinanced, sold or surrendered.

The Debtors have also made a claim to its insurance carrier on account of the damage received by the commercial building property of Husky, Inc. due to the passing of Hurricane María. As of this date the Debtor is still negotiating and discussing with the insurance carrier the amounts to be awarded on account of the claim made. Any funds received on account of this claim will be used to make the necessary repairs to the property. Should there be any surplus, the same will be used to fund the plan.

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

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' report 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.

Transfer of Properties under the Plan. The transfer of any property (real or personal) to be made under the plan of reorganization, including but not limited to the transfer of title to secured creditor or to any other party designated by the secured lender to be transferred after the confirmation of the Plan, may not be taxed under any law imposing a stamp tax or similar tax, under the provisions of 11 U.S.C. 1146.

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**

The Bankruptcy Court shall retain jurisdiction over this case as is conferred upon it by law, rule or statute, or by the Plan, to enable the Debtors to substantially consummate and carry out the provisions of the Plan and or any related matter.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this ____th day of February, 2018.

Edgardo Garcia Rosario
President
Husky, Inc.

Edgardo Garcia Rosario
President
Christian Elderly Home, Inc.

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

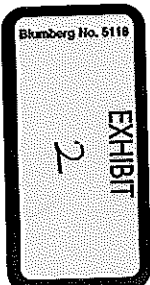
C. CONDE & ASSOC.
Attorney for the Debtors
San José Street #254, 5th Floor
San Juan, P.R. 00901-1253
Tel: (787) 729-2900, Fax: (787) 729-2203
E-mail: condecarmen@condelaw.com
/s/ Carmen D. Conde Torres
Carmen D. Conde Torres
USDC No.: 207312



**PROPERTY OF CHRISTIAN ELEDERLY HOME, INC.
TO BE SURRENDERED TO SCOTIABANK:**

1. Lot of Land #9301 consisting of 25.975 Cuerdas located at Pozo Hondo Ward, Guayama, P.R. registered at Page 137, Vol. 288, of the Registry of Guayama.
2. Lot of Land #9302 consisting of 25.304 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 144, Vol. 288, of the Registry of Guayama.
3. Lot of Land #9303 consisting of 25.741 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 150, Vol. 288, of the Registry of Guayama.
4. Lot of Land #9304 consisting of 25.473 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 156, Vol. 288, of the Registry of Guayama.
5. Lot of Land #9305 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 162, Vol. 288, of the Registry of Guayama.
6. Lot of Land #9306 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 168, Vol. 288, of the Registry of Guayama.
7. Lot of Land #9307 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 174, Vol. 288, of the Registry of Guayama.
8. Lot of Land #9308 consisting of 26.000 Cuerdas located at Jobos Ward, Guayama, P.R. registered at Page 180, Vol. 288, of the Registry of Guayama.
9. Lot of Land #9294 consisting of 38.261 Cuerdas (Remnant) located at Jobos Ward, Guayama, P.R. registered at Page 93, Vol. 288, of the Registry of Guayama.
10. Lot of Land #10469 consisting of 48.4260 Cuerdas located at Pozo Hondo Ward, Guayama, P.R. registered at Page 91, Vol. 315, of the Registry of Guayama.

Bunby, Inc.
 Christian Elderly Home, Inc.
 Chapter 11
 Combined Schedule of Payments Under Plan of Reorganization



Creditors	Debtor Case	Schedule Amount	Claim Number	Claim Amount Subject to Court Allowance	Allowed Amount	Allowed Plan	Monthly Payment	Year 1	Year 2	Year 3	Year 4	Year 5
Class I-Administrative Professional fees US Trustee Fees	Both	30,000.00 1,800.00		\$ 30,000.00 \$ 1,800.00	\$ 30,000.00 \$ 1,800.00	\$ 30,000.00 \$ 1,800.00	- -	- -	- -	- -	- -	- -
Class II - Secured Claims CRDM	Case: 17-02559	94,344.00	5	\$ 95,216.75	\$ 52,272.57	\$ 52,272.57	\$ 951.00	\$ 11,412.00	\$ 11,412.00	\$ 11,412.00	\$ 11,412.00	\$ 11,412.00
Class III- Secured Claims Seculbank	Both	7,506,437.37	6-3	\$ 4,160,000.00	\$ 4,160,000.00	None A	\$ 3,000.00	-	-	-	-	-
Class IV - Secured Claims Revenue Service	Case: 17-02561	-	1	\$ 38,019.96	\$ 14,869.17	\$ 14,869.17	\$ 277.00	\$ 3,324.00	\$ 3,324.00	\$ 3,324.00	\$ 3,324.00	\$ 3,324.00
Class V - General Unsecured Governmental Claims PR Department of Labor PR Department of Labor CRDM Internal Revenue Service CRDM Internal Revenue Service Internal Revenue Service State Insurance Fund Corporation	Case: 17-02559	- - 5,674.20 1,100.00 42,944.18 23,150.70 -	2 3 4 1 5 1 4	\$ 906.18 \$ 169.82 \$ 5,701.20 \$ 1,100.00 \$ 42,944.18 \$ 23,150.70 \$ 521,020.00	\$ 906.18 \$ 169.82 \$ 5,701.20 \$ 1,100.00 \$ 42,944.18 \$ 23,150.70 \$ 521,020.00	\$ 271.9 \$ 5.09 \$ 171.04 \$ 33.00 \$ 1,288.53 \$ 694.52 \$ 1,718.25	\$ 0.32 \$ 0.06 \$ 2.04 \$ 0.59 \$ 15.34 \$ 8.27 \$ 20.80	\$ 3.88 \$ 0.73 \$ 24.43 \$ 4.71 \$ 184.05 \$ 99.22 \$ 244.75	\$ 3.88 \$ 0.73 \$ 24.43 \$ 4.71 \$ 184.05 \$ 99.22 \$ 244.75	\$ 3.88 \$ 0.73 \$ 24.43 \$ 4.71 \$ 184.05 \$ 99.22 \$ 244.75	\$ 3.88 \$ 0.73 \$ 24.43 \$ 4.71 \$ 184.05 \$ 99.22 \$ 244.75	\$ 3.88 \$ 0.73 \$ 24.43 \$ 4.71 \$ 184.05 \$ 99.22 \$ 244.75
Class VI - Other General Unsecured Claims Seculbank	Case: 17-02559	7,506,437.37	6-3	\$ 3,346,437.00	\$ 3,346,437.00	None A	\$ 46.81	\$ 561.77	\$ 561.77	\$ 561.77	\$ 561.77	\$ 561.77
Priority Tax Claims	Case: 17-02559	1,400.00	1	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 26.00	\$ 312.00	\$ 312.00	\$ 312.00	\$ 312.00	\$ 312.00
		7,650,797.75		\$ 4,435,216.68	\$ 231,421.71	\$ 104,274.14	\$ 4,300.81	\$ 15,609.77	\$ 15,609.77	\$ 15,609.77	\$ 15,609.77	\$ 15,609.77

Note: Please refer to payment to Class 3 under the Plan