# UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

IN RE:	
GRUPO HIMA SAN PABLO, INC.	CASE NO. 23-02510 (ESL)
DEBTOR	CHAPTER 11
IN RE:	
CENTRO MEDICO EL TURABO, INC.	CASE NO. 23-02513 (ESL)
DEBTOR	CHAPTER 11
IN RE:	
HIMA SAN PABLO PROPERTIES, INC.	CASE NO. 23-02515 (ESL)
DEBTOR	CHAPTER 11
IN RE:	
PORTAL DE CAGUAS, INC.	CASE NO. 23-02516 (ESL)
DEBTOR	CHAPTER 11
IN RE:	
GENERAL CONTRACTING SERVICES, INC.	CASE NO. 23-02517 (ESL)
DEBTOR	CHAPTER 11
IN RE:	
IA DEVELOPERS, CORP.	CASE NO. 23-02519 (ESL)
DEBTOR	CHAPTER 11
IN RE:	
CMT DEVELOPMENT, LLC.	CASE NO. 23-02520 (ESL)
DEBTOR	CHAPTER 11

IN RE:  JOCAR ENTERPRISES, INC.  DEBTOR	CASE NO. 23-02521 (ESL) CHAPTER 11
IN RE:	
JERUSALEM HOME AMBULANCE, INC.	CASE NO. 23-02522 (ESL)
DEBTOR	CHAPTER 11
IN RE:	
HOST SECURITY SERVICES, INC.	CASE NO. 23-02523 (ESL)
DEBTOR	CHAPTER 11

#### SUPPLEMENTAL CERTIFICATE OF SERVICE OF SOLICITATION DOCUMENTS

- I, Stephenie Kjontvedt, hereby certify:
- 1. I am a Vice President, Senior Consultant at Epiq Corporate Restructuring, LLC ("Epiq"), located at 777 Third Avenue, 12<sup>th</sup> Floor, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action. Unless otherwise stated, I have personal knowledge of the facts set forth herein.
  - 2. Epiq conducted service of the following documents:
    - a. Notice of Hearing to Consider Confirmation of First Amended Consolidated Chapter 11 Plan of Liquidation Under Chapter 11 of the Bankruptcy Code for the Debtors' Estates, as Further Supplemented (the "Confirmation Hearing Notice"), a copy of which is attached hereto as **Exhibit 1**;
    - b. Ballot to Accept or Reject the Debtors' Plan Class 9 General Unsecured Claims (the "Class 9 Ballot"), a copy of which is attached hereto as **Exhibit 2**;

- c. Ballot to Accept or Reject the Debtors' Plan Article II Allowed Priority Wage Claims (the "Article II Ballot"), a copy of which is attached hereto as **Exhibit 3**; and
- d. a pre-addressed, postage paid return envelope, a copy of which is not attached hereto (the "Postage Paid Return Envelope").
- 3. On September 26, 2025, true and correct copies of the above documents were served by first class mail as follows:
  - a. the Confirmation Hearing Notice, Class 9 Ballot customized with creditor name, voting amount, and unique e-ballot ID, and Postage Paid Return Envelope were served on the parties listed on **Exhibit 4**;
  - b. the Confirmation Hearing Notice, Article II Ballot customized with creditor name, voting amount, and unique e-ballot ID, and Postage Paid Return Envelope were served on the parties listed on **Exhibit 5**;

/s/ Stephenie Kjontvedt

Stephenie Kjontvedt Vice President, Senior Consultant Epiq Corporate Restructuring, LLC Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc: Main Document Page 4 of 50

## Exhibit 1

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

CASE NO. 23-02510 (ESL)
CHAPTER 11
CASE NO. 23-02513 (ESL)
CHAPTER 11
CASE NO. 23-02515 (ESL)
CHAPTER 11
CASE NO. 23-02516 (ESL)
CHAPTER 11
CASE NO. 23-02517 (ESL)
CHAPTER 11
CASE NO. 23-02519 (ESL)
CHAPTER 11
CASE NO. 23-02520 (ESL)
CHAPTER 11

IN RE:	CASE NO. 23-02521 (ESL)
JOCAR ENTERPRISES, INC.	CHAPTER 11
DEBTOR (EIN #5849)	
IN RE:	CASE NO. 23-02522 (ESL)
JERUSALEM HOME AMBULANCE, INC.	CHAPTER 11
DEBTOR (EIN #0175)	
IN RE:	CASE NO. 23-02523 (ESL)
HOST SECURITY SERVICES, INC.	CHAPTER 11
DEBTOR (EIN #8802)	

#### NOTICE OF HEARING TO CONSIDER CONFIRMATION OF FIRST AMENDED CONSOLIDATED CHAPTER 11 PLAN OF LIQUIDATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR THE DEBTORS' ESTATES, AS FURTHER SUPPLEMENTED

PLEASE TAKE NOTICE THAT on July 22, 2025, Grupo Hima San Pablo, Inc., (the "Debtor"), and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned Chapter 11 cases (the Chapter 11 Cases), the "Plan Proponents") filed:

- the FIRST AMENDED CONSOLIDATED CHAPTER 11 PLAN OF LIQUIDATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR THE DEBTORS' ESTATES, AS FURTHER SUPPLEMENTED [Docket No. 1451] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Plan"); 1 and
- the Debtors' First Amended Disclosure Statement for the First Amended Consolidated Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, as Further Supplemented [Docket No. 1329 & 1450] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Disclosure Statement").

#### PLEASE TAKE FURTHER NOTICE THAT:

1. The United States Bankruptcy Court for the District of Puerto Rico (the "<u>Bankruptcy Court</u>") has scheduled a hearing on November 4, 2025, at 10:00 a.m. (Atlantic Standard Time) (the "<u>Confirmation Hearing</u>") to consider whether to confirm the Plan.

<sup>&</sup>lt;sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

- 2. The Confirmation Hearing will be held before the Honorable Enrique S. Lamoutte, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Puerto Rico, located at the José V. Toledo Federal Building & US Courthouse, Courtroom 2, 300 Recinto Sur Street San Juan, PR 00901. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed with the Bankruptcy Court. If the Confirmation Hearing is continued, the Plan Proponents will post the new date and time of the Confirmation Hearing at <a href="https://dm.epiq11.com/grupohima">https://dm.epiq11.com/grupohima</a>.
- 3. The Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.
- 4. On August 15, 2025, the Bankruptcy Court entered an order (the "Solicitation Procedures Order") approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the "Solicitation Procedures").
- 5. The Bankruptcy Court has further established a deadline of October 14, 2025, at 5:00 p.m. (Atlantic Standard Time) (the "Voting Deadline") for voting to accept or reject the Plan. If you are entitled to vote to accept or reject the Plan, an appropriate ballot and voting instructions have been included in the package of materials containing this Notice, or, alternatively, such items may have been sent to your attorney. you must return your Ballot to the address specified in the instructions accompanying the Ballot so that it is received by the claims, noticing, and solicitation agent, Epiq Corporate Restructuring, LLC (the "Solicitation Agent"), no later than the Voting Deadline. If you do not return your Ballot so that it is actually received by the Solicitation Agent by the Voting Deadline, your vote may not be counted. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote. If you have not received a Ballot and are entitled to vote on the Plan, you may request a Ballot and voting instructions from the Solicitation Agent by e-mail at GrupoHIMA@epiqglobal.com and submit your Ballot as set forth above by the Voting Deadline. All submitted Ballots will be tabulated according to the rules set forth in the Solicitation Procedures as approved in the Solicitation Procedures Order.
- 5. If you have received your Ballot and the package of materials containing this Notice from your attorney, your attorney may require you to submit your completed Ballot to him or her by a date specified in a letter from your attorney included in the package of materials. Please return your completed Ballot to your attorney by such date. If you have received your Ballot and package of solicitation materials from your attorney but your attorney has not requested that you return a completed Ballot to your attorney for inclusion on a master ballot, you must return your completed Ballot to the Solicitation Agent by the Voting Deadline in order for your vote to count.
- 6. If you would like to object to the Plan, you may do so by filing your objection no later than October 21, 2025, at 5:00 p.m. (Atlantic Standard Time) (the "Confirmation Objection Deadline"). Objections, if any, to confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to

the Plan and include any evidentiary support therefor in the form of declarations submitted on information and belief; and (d) be filed with the Bankruptcy Court, for the District of Puerto Rico, together with proof of service, and served so as to be **RECEIVED** on or before the **Objection Deadline**. Objections not timely filed and served in such manner will not be considered and will be deemed overruled.

7. Please be advised that the Plan contains certain release, injunction, and exculpation provisions, which will become effective if the Plan is approved, and are set forth in Article X of the Plan. Such provisions include the following:<sup>2</sup>

#### A. Relevant Plan Defined Terms

"Alter Domus" means Alter Domus (US) LLC.

"Avoidance Actions" means any and all actual or potential Claims or Causes of Action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b), and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law.

"Creditors' Committee" means the statutory committee of unsecured creditors appointed by the U.S. Trustee on September 7, 2023, as amended on September 13, 2023, pursuant to section 1102(a)(1) of the Bankruptcy Code.

"D&O Claims" means any claim, whether asserted or not, against a D&O Policy.

"D&O Policy" (whether in singular or plural) means collectively, all directors' and officers' liability insurance policies (including any tail policy) issued to any of the Debtors covering potential liability of insured persons thereunder (including, without limitation, directors, officers and/or employees of the Debtors) and any agreements, documents, or instruments entered into in accordance with the terms thereof, in each case, that are in effect as of the Effective Date.

"DIP Agent" means Alter Domus.

"DIP Credit Agreement" means that certain Debtor-in-Possession Credit Agreement between the DIP Agent, the lenders party thereto from time to time, and the DIP Borrowers and DIP Guarantors, as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time. For the avoidance of doubt, the DIP Credit Agreement includes those filed at Docket Nos.<sup>3</sup> 240, 392, 416, 451, 522, and 535.

"DIP Lender" means those certain lenders party to the DIP Credit Agreement from time to time.

<sup>&</sup>lt;sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. The Plan Proponents urge all Holders to read through the entire Plan and Disclosure Statement, plus any additional and related documentation.

<sup>&</sup>lt;sup>3</sup> Unless stated otherwise, the term "Docket No." shall refer to those docket entries in Case No. 23-02510 (ESL).

- "Expressly Excluded Released Parties" means and includes, but is not limited to, (i) non-Debtor subsidiary Sabiamed Corporation, (ii) non-debtor affiliates or non-debtor subsidiaries of the Debtors and (iii) all current and former directors and officers of the Debtors, except for the current and former members of the Debtors' Special Committee and the Ankura professionals who serve or served as officers of the Debtors as defined at section 1. 135. For the avoidance of doubt, no member of the Rodriguez family, including but not limited to Armando J. Rodriguez-Benitez or Heidi L. Rodriguez-Benitez, shall be an Exculpated Party or Released Party, and each is included in the definition of Expressly Excluded Released Parties.
- **"Excluded Releasing Parties"** means any Holder of a Claim against or Interest in the Debtors that (i) (a) has filed an electronic appearance on the record of these cases, or (b) is represented by legal counsel on the record of these cases, or (c) was duly notified in these cases and received copies of the Plan and the ballots; and either (ii) was entitled to vote on the Plan, and voted to reject the Plan, and elected to opt out of the releases provided for in the Plan; or (iii) abstained from voting or was not entitled to vote on the Plan, and elected to opt out of the releases provided for in the Plan.
- "Exculpated Parties" means (a) the Debtors; (b) the Creditors' Committee and each of its members, solely in their capacities as such; (c) the Liquidating Debtors, solely if acting in a capacity as fiduciaries for the Debtors' estate; (d) the current and former members of the Special Committee; (e) the Ankura professionals who serve as officers of the Debtors; (f) the Prepetition First Lien Secured Parties; (g) the Prepetition Second Lien Secured Parties; (h) the DIP Agent; (i) the DIP Lender; (j) the Liquidating Trustee; (k) with respect to each of the foregoing entities in clauses (a) through (j), each of their current and former affiliates (except non-debtor affiliates or non-debtor subsidiaries of the Debtors); and (l) with respect to each of the foregoing entities in clauses (a) through (j), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, but shall not include the Expressly Excluded Exculpated Parties.
- "Expressly Excluded Exculpated Parties" that means and includes, but is not limited to, (i) non-Debtor subsidiary Sabiamed Corporation, (ii) non-debtor affiliates or non-debtor subsidiaries of the Debtors and (iii) all current and former directors and officers of the Debtors, except for the current and former members of the Debtors' Special Committee and the Ankura professionals who serve or served as officers of the Debtors as defined in section 1.69. For the avoidance of doubt, no member of the Rodriguez family, including but not limited to Armando J. Rodriguez-Benitez or Heidi L. Rodriguez-Benitez, shall be an Exculpated Party or Released Party, and each is included in the definition of Expressly Excluded Released Parties.
- "Liquidating Debtors" means the Debtors, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, which among other provisions within the Plan, shall have the duties and powers detailed at Exhibit I to the Disclosure Statement.
- "Liquidating Trustee" means Driven, P.S.C.
- "Prepetition First Lien Agent" means Alter Domus in its capacity as administrative agent and collateral agent under the Prepetition First Lien Credit Agreement, as successor in interest to (a)

Oriental Bank, by virtue of its merger with Scotiabank de Puerto Rico, and (b) Credit Suisse AG, Cayman Islands Branch.

- "Prepetition First Lien Credit Agreement" means that certain First Lien Credit Agreement, dated as of January 29, 2013, between the Prepetition First Lien Lenders and the administrative agent party thereto (as amended, restated, supplemented, or otherwise modified from time to time), and the Prepetition Borrowers, with Portal de Caguas, Inc. and Sabiamed Corporation, both companies organized under the laws of Puerto Rico, as guarantors.
- "Prepetition First Lien Lenders" means those lenders party to the Prepetition First Lien Credit Agreement, in their capacities as such.
- "Prepetition First Lien Secured Parties" means the Prepetition First Lien Lenders jointly with the Prepetition First Lien Agent.
- "Prepetition Second Lien Agent" means Wilmington Trust, National Association, in its capacity as administrative agent and collateral agent, as successor in interest to Credit Suisse AG, Cayman Islands Branch.
- "Prepetition Second Lien Credit Agreement" means that certain Second Lien Credit Agreement, dated as of January 29, 2013, between the Prepetition Second Lien Lenders and the administrative agent party thereto (as amended, restated, supplemented, or otherwise modified from time to time), and the Prepetition Borrowers, with Portal de Caguas, Inc. and Sabiamed Corporation, both companies organized under the laws of Puerto Rico, as guarantors.
- "Prepetition Second Lien Lenders" means those lenders party to the Prepetition Second Lien Credit Agreement, in their capacities as such.
- "Prepetition Second Lien Secured Parties" means the Prepetition Second Lien Lenders jointly with the Prepetition Second Lien Agent.
- "Released Parties" means, collectively (a) Debtors appointed reorganization officers which are limited to include: (i) the current and former members of the Special Committee and; (ii) the Ankura professionals who serve as officers of the Debtors; (b) the Prepetition First Lien Secured Parties; (c) the Prepetition Second Lien Secured Parties; (d) the DIP Agent; (e) the DIP Lender; (f) with respect to each of the foregoing entities in clauses (a) through (g), each of their current and former affiliates; and (h) with respect to each of the foregoing entities in clause (a), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members; provided, however, no Expressly Excluded Released Parties shall be considered a Released Party.
- "Releasing Parties" means, collectively, (a) the Debtors; (b) the Prepetition First Lien Secured Parties; (c) the Prepetition Second Lien Secured Parties; (d) the DIP Agent; (e) the DIP Lender; (f) with respect to each of the foregoing parties under (a) through (e), each of their current and former affiliates and/or subsidiaries; (g) with respect to each of the foregoing entities in clauses (a) through (e), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members, and such persons' respective heirs, executors, estates, servants, and nominees; and (h) without limiting the foregoing, each Holder

of a Claim against or Interest in the Debtors that (i) (a) has filed an electronic appearance on the record of these cases, or (b) is represented by legal counsel on the record of these cases, or (c) was duly notified in these cases and received copies of the Plan and the ballots; and either (ii) has voted to accept the plan; or (iii) voted to reject the Plan and did not elect to opt out of the releases provided for in the Plan; or (iv) abstained from voting or was not entitled to vote on the Plan and did not elect to opt out of the releases provided for in the Plan.

#### B. Relevant Plan Provisions

#### (a) Section 10.04 Debtor Release

On the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties (but not the Excluded Released Parties), in all capacities, will be deemed forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Liquidating Debtors, the Estates, all affiliates or subsidiaries managed or controlled by the foregoing, and each of their predecessors, successors and assigns, subsidiaries, and affiliates, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members, from any and all Claims, Interests, or Causes of Action whatsoever that are not Liquidating Trust Assets, including any derivative Claims asserted or that could have been asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, at law, in equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or arising from, in whole or in part, directly or indirectly, in any manner whatsoever, the Debtors, the assets, liabilities, operations, or business of the Debtors, the Chapter 11 Cases, the purchase, transfer, or sale of any assets of the Debtors, the making of any loan to the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Plan, the Global Term Sheet, the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Credit Agreement, the DIP Obligations, or any related agreements, instruments, or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided that nothing in the Plan shall be construed to release the Released Parties from willful misconduct or actual fraud as determined by a Final Order; provided further, that the provisions of this paragraph shall not apply to the Expressly Excluded Released Parties or any Claims, Interests, or Causes of Action that constitute Liquidating Trust Assets, including, but not limited to, Avoidance Actions (except for any Avoidance Actions that exist, may exist, or could have existed against the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties, the DIP Agent, and/or the DIP Lender, which such Avoidance Actions shall be released pursuant to the Plan), and D&O Claims.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar

to any of the Debtors or the Liquidating Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the Debtor Release.

#### (b) Section 10.05 Third-Party Release

As of the Effective Date, the Releasing Parties conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties (but not the Excluded Released Parties), in all capacities, and their respective property from any and all Claims, Interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, the Liquidating Debtors, or their Estates, any Claims or causes of action asserted on behalf of any Holder of any Claim or any Interest or that any Holder of a Claim or an Interest would have been legally entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, at law, in equity, or otherwise, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising prior to the Effective Date, and even since their pre-petition appointment for restructuring and reorganization endeavors, from, in whole or in part, directly or indirectly, in any manner whatsoever, the Debtors, the assets, liabilities, operations, or business of the Debtors, the Chapter 11 Cases, the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Liquidating Debtors, the making of any loan to the Debtors or the Liquidating Debtors, the subject matter of, or the transactions or events giving rise to, any Claim against or Interest in the Debtors that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the negotiation, formulation, or preparation of the DIP Credit Agreement documents or related agreements, instruments, or other documents, the negotiation, formulation, or preparation of the Plan, the Global Term Sheet, the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Credit Agreement, or any related agreements or instruments, or the solicitation of votes with respect to the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided that nothing in the Plan shall be construed to release the Released Parties from any claims based upon willful misconduct, intentional fraud or gross negligence, as determined by a Final Order; provided further, that the provisions of this paragraph shall not apply to the Excluded Released Parties or any Claims, Interests, or Causes of Action that constitute Liquidating Trust Assets, including, but not limited to, Avoidance Actions (except for any Avoidance Actions that exist, may exist, or could have existed against the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties, the DIP Agent, and/or the DIP Lender, which such Avoidance Actions shall be released pursuant to the Plan), and D&O Claims.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of claims released by the Third-Party Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property released pursuant to the Third-Party Release.

#### (c) Section 10.06 Exculpation and Limitation of Liability.

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any potential claim between the Petition Date and the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases; the negotiation and pursuit of the DIP Credit Agreement, the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the Global Term Sheet; the transfer, creation, and constitution (as applicable) of the Liquidating Trust and/or the Liquidating Debtors; the distributions or actions to be taken by the Liquidating Trustee and/or the Liquidating Debtors in consummation of the Plan; the Debtors' sales and marketing process, the Bidding Procedures, the Bidding Procedures Motion, and the Bidding Procedures Order; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing, except for fraud, willful misconduct, or gross negligence, as determined by a Final Order. This exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability, provided that the provisions of this paragraph shall not apply to the Expressly Excluded Exculpated Parties.

#### (d) Section 10.07 Injunction.

Except as expressly provided in the Plan, the Definitive Documents, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are enjoined, on and after the Effective Date through and until the date upon which all remaining property of the estate vested in the Liquidating Debtors has been liquidated and distributed to creditors or otherwise in accordance with the terms of the Plan and the Plan has been fully administered, solely with respect to any Claims, Interests, and Causes of Action that will be or are treated by the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee, or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee; or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee,, as applicable; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee,, or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable, or against property or interests in property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, except as otherwise contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

- (b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section.
- (c) The injunctions in this Section shall extend to any successors of the Debtors, the wind down Estates, or the Liquidating Debtors, and the Liquidating Trustee, as applicable, and their respective property and interests in property.
- (d) Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement executed to implement the Plan.
- (e) The temporary injunctions in the Plan shall extend to any successors of the Debtors and the Liquidating Debtors, or any transferee of property of the Debtors, including the Liquidating Trustee (as applicable) and their respective property and interests in property.
- (f) Nothing in the Plan or Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Copies of the Plan, the Disclosure Statement, and the Solicitation Procedures Order, may be requested, viewed or downloaded by, (a) telephoning the Solicitation Agent at +1 (503) 694-4204 (INTERNATIONAL) OR (877) 587-4215 (U.S./CANADA, TOLL FREE); (b) visiting <a href="https://dm.epiq11.com/grupohima">https://dm.epiq11.com/grupohima</a> where copies are available to view or download; (c) emailing your request to <a href="mailto:GrupoHIMA@epiqglobal.com">GrupoHIMA@epiqglobal.com</a>; or (d) writing to Grupo HIMA c/o Epiq Ballot Processing (If by First Class Mail) at P.O. Box 4422 Beaverton, OR 97076-4422, (If by Hand Delivery or Overnight Mail) at 10300 SW Allen Blvd. Beaverton, OR 97005.

[Remainder of page intentionally blank.]

Dated: August 26, 2025.

### Lugo Mender Group, LLC

Attorney for Debtor 100 Carr. 165 Suite 501 Guaynabo, P.R. 00968-8052 Tel.: (787) 707-0404 Fax: (787) 707-0412 wlugo@lugomender.com

/S/Wigberto Lugo Mender WIGBERTO LUGO MENDER USDC-PR 212304

/S/Alexis A. Betancourt Vincenty
Alexis A. Betancourt Vincenty
USDC-PR 301304
a betancourt@lugomender.com

Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc: Main Document Page 16 of 50

## Exhibit 2

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

IN RE:		CASE NO. 23-02510 (ESL)
GRUPO HIMA SAN PABLO, INC.		CHAPTER 11
DEBTOR	(EIN #8245)	
IN RE:		CASE NO. 23-02513 (ESL)
CENTRO MEDICO DEL T	ГURABO, INC.	CHAPTER 11
DEBTOR	(EIN #5905)	
IN RE:		CASE NO. 23-02515 (ESL)
HIMA SAN PABLO PROPERTIES, INC.		CHAPTER 11
DEBTOR	(EIN #2718)	
IN RE:		CASE NO. 23-02516 (ESL)
PORTAL DE CAGUAS, IN	NC.	CHAPTER 11
DEBTOR	(EIN #4874)	
IN RE:		CASE NO. 23-02517 (ESL)
GENERAL CONTRACTION	NG SERVICES, INC.	CHAPTER 11
DEBTOR	(EIN #4903)	
IN RE:		CASE NO. 23-02519 (ESL)
I.A. DEVELOPERS CORF	<b>)</b> .	CHAPTER 11
DEBTOR	(EIN #4128)	
IN RE		CASE NO. 23-02520 (ESL)
CMT DEVELOPMENT, LLC.		CHAPTER 11
DEBTOR	(EIN #4351)	

IN RE:		CASE NO. 23-02521 (ESL)
JOCAR ENTERPRISES, INC.		CHAPTER 11
DEBTOR (EIN #5849)		
IN RE:		CASE NO. 23-02522 (ESL)
JERUSALEN HOME AMBULANCE, INC.		CHAPTER 11
<b>DEBTOR</b> (EIN #0175)		
IN RE:		CASE NO. 23-02523 (ESL)
HOST SECURITY SERVICES, INC.		CHAPTER 11
DEBTOR	(EIN #8802)	JOINTLY ADMINISTERED

#### BALLOT TO ACCEPT OR REJECT THE DEBTORS' PLAN

#### **CLASS 9 – GENERAL UNSECURED CLAIMS**

The voting deadline to accept or reject the Plan is 5:00 p.m. (prevailing Atlantic Standard Time (AST)), on October 14, 2025 (the "Voting Deadline"), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, as may be applicable to you, you may be deemed to have consented to the release provisions set forth in Article X of the Plan.

Please be advised that your decision to agree or not to releases does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same.

This ballot (the "Ballot") is provided to you to solicit your vote to accept or reject the *First Amended Joint Consolidated Chapter 11 Plan of Liquidation under Chapter 11 of the Bankruptcy Code for the Debtors' Estates, as Supplemented* [Docket No. 1451] (as may be amended from time to time, the "Plan") (such affiliates, together with Grupo HIMA, the "Debtors").

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of August 8, 2025 (the "Voting Record Date"), a holder of a Class 9 Claim (a "Holder") against the Debtors.

PLEASE NOTE THAT IF YOU ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE YOU ARE RECEIVING THIS BALLOT BECAUSE YOU MAY HAVE A CLASS 9 CLAIM AGAINST ONE OR MORE OF THE DEBTORS. RECEIPT OF THIS BALLOT DOES NOT REFLECT THE INTENDED TREATMENT OF THE EXECUTORY CONTRACT(S) OR UNEXPIRED LEASE(S) TO WHICH YOU ARE A PARTY AND DOES NOT MEAN THAT SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE WILL OR WILL NOT BE ASSUMED OR ASSUMED AND ASSIGNED TO THE PURCHASER.

The Plan is attached as **Exhibit A** to the *Debtors' First Amended Disclosure Statement for* the First Amended Consolidated Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, as Further Supplemented [Docket No 1329 & 1450] (as amended, modified, or supplemented from time to time, the "Disclosure Statement"). The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. You may obtain copies of the Plan and Disclosure Statement from Epiq Corporate Restructuring, LLC (the "Balloting Agent") by, (i) visiting the Debtors' restructuring website at https://dm.epiq11.com/grupohima, (ii) calling +1 (503) 694-4204 (international) or (877) 587-4215 (U.S./Canada, toll free), (iii) sending an email with a request to GrupoHIMA@epigglobal.com (with a reference to "GrupoHIMA" in the subject line), (iv) writing to GrupoHIMA c/o of Epig Balloting, P.O. Box 4422, Beaverton, OR 97076-4422. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via or a fee via PACER at https://www.prb.uscourts.gov/bankruptcy. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent immediately at the address, telephone number, or email address set forth above.

On August 15, 2023, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

### PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Principal Amount of Claim**. The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a Class 9 Claim in the aggregate unpaid **principal** amount inserted into the box below<sup>1</sup>, without regard to any accrued but unpaid interest.

\$

#### Before voting on the Plan, please note the following:

If you vote to accept the Plan, you shall be deemed to have consented to the release, provisions set forth in Article 10.05 of the Plan.

If you vote to reject the Plan and, do not check the box in Item 3 below, you shall be deemed to have consented to the release provisions set forth in Article 10.05 of the Plan.

If you abstain from voting <u>and</u> you are a holder of a Claim against the Debtors which was duly notified in these cases and received or reviewed copies of the Plan and the Ballot, and do not <u>check the box in Item 3 below, you shall be deemed to have consented to the release</u> provisions set forth in Article 10.05 of the Plan.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Article 10.05 of the Plan.

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

\_

<sup>&</sup>lt;sup>1</sup> For voting purposes only, subject to tabulation rules.

#### Item 2. Vote on Plan.

The Holder of the Claim set forth in Item 1 votes to (please check only <u>one</u> box):

□ <u>ACCEPT</u> (vote FOR) the Plan □ <u>REJECT</u> (vote AGAINST) the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

## PLEASE READ THE BELOW PLAN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

If you are a holder of a Claim against the Debtors that was duly notified in these cases and received or reviewed copies of the Plan and the Ballot and do not check the box in Item 3 below you will be deemed to have consented to the release provisions set forth in Article 10.05 of the Plan. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.

#### Relevant Plan Defined Terms -

- "Alter Domus" means Alter Domus (US) LLC.
- "Avoidance Actions" means any and all actual or potential Claims or Causes of Action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b), and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law.
- "Creditors' Committee" means the statutory committee of unsecured creditors appointed by the U.S. Trustee on September 7, 2023, as amended on September 13, 2023, pursuant to section 1102(a)(1) of the Bankruptcy Code.
- "D&O Claims" means any claim, whether asserted or not, against a D&O Policy.
- "D&O Policy" (whether in singular or plural) means collectively, all directors' and officers' liability insurance policies (including any tail policy) issued to any of the Debtors covering potential liability of insured persons thereunder (including, without limitation, directors, officers and/or employees of the Debtors) and any agreements, documents, or instruments entered into in accordance with the terms thereof, in each case, that are in effect as of the Effective Date.
- "DIP Agent" means Alter Domus.
- "DIP Credit Agreement" means that certain Debtor-in-Possession Credit Agreement between the DIP Agent, the lenders party thereto from time to time, and the DIP Borrowers and DIP Guarantors, as the same may be amended, restated, supplemented, waived, or otherwise modified

from time to time. For the avoidance of doubt, the DIP Credit Agreement includes those filed at Docket Nos.<sup>2</sup> 240, 392, 416, 451, 522, and 535.

"DIP Lender" means those certain lenders party to the DIP Credit Agreement from time to time.

"Expressly Excluded Released Parties" means and includes, but is not limited to, (i) non-Debtor subsidiary Sabiamed Corporation, (ii) non-debtor affiliates or non-debtor subsidiaries of the Debtors and (iii) all current and former directors and officers of the Debtors, except for the current and former members of the Debtors' Special Committee and the Ankura professionals who serve or served as officers of the Debtors as defined at section 1. 135. For the avoidance of doubt, no member of the Rodriguez family, including but not limited to Armando J. Rodriguez-Benitez or Heidi L. Rodriguez-Benitez, shall be an Exculpated Party or Released Party, and each is included in the definition of Expressly Excluded Released Parties.

**"Excluded Releasing Parties"** means any Holder of a Claim against or Interest in the Debtors that (i) (a) has filed an electronic appearance on the record of these cases, or (b) is represented by legal counsel on the record of these cases, or (c) was duly notified in these cases and received copies of the Plan and the ballots; and either (ii) was entitled to vote on the Plan, and voted to reject the Plan, and elected to opt out of the releases provided for in the Plan; or (iii) abstained from voting or was not entitled to vote on the Plan, and elected to opt out of the releases provided for in the Plan.

"Exculpated Parties" means (a) the Debtors; (b) the Creditors' Committee and each of its members, solely in their capacities as such; (c) the Liquidating Debtors, solely if acting in a capacity as fiduciaries for the Debtors' estate; (d) the current and former members of the Special Committee; (e) the Ankura professionals who serve as officers of the Debtors; (f) the Prepetition First Lien Secured Parties; (g) the Prepetition Second Lien Secured Parties; (h) the DIP Agent; (i) the DIP Lender; (j) the Liquidating Trustee; (k) with respect to each of the foregoing entities in clauses (a) through (j), each of their current and former affiliates (except non-debtor affiliates or non-debtor subsidiaries of the Debtors); and (l) with respect to each of the foregoing entities in clauses (a) through (j), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, but shall not include the Expressly Excluded Exculpated Parties.

"Expressly Excluded Exculpated Parties" that means and includes, but is not limited to, (i) non-Debtor subsidiary Sabiamed Corporation, (ii) non-debtor affiliates or non-debtor subsidiaries of the Debtors and (iii) all current and former directors and officers of the Debtors, except for the current and former members of the Debtors' Special Committee and the Ankura professionals who serve or served as officers of the Debtors as defined in section 1.69. For the avoidance of doubt, no member of the Rodriguez family, including but not limited to Armando J. Rodriguez-Benitez

6

<sup>&</sup>lt;sup>2</sup> Unless stated otherwise, the term "Docket No." shall refer to those docket entries in Case No. 23-02510 (ESL).

- or Heidi L. Rodriguez-Benitez, shall be an Exculpated Party or Released Party, and each is included in the definition of Expressly Excluded Released Parties.
- "Liquidating Debtors" means the Debtors, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, which among other provisions within the Plan, shall have the duties and powers detailed at Exhibit I to the Disclosure Statement.
- "Liquidating Trustee" means Driven, P.S.C.
- "Prepetition First Lien Agent" means Alter Domus in its capacity as administrative agent and collateral agent under the Prepetition First Lien Credit Agreement, as successor in interest to (a) Oriental Bank, by virtue of its merger with Scotiabank de Puerto Rico, and (b) Credit Suisse AG, Cayman Islands Branch.
- "Prepetition First Lien Credit Agreement" means that certain First Lien Credit Agreement, dated as of January 29, 2013, between the Prepetition First Lien Lenders and the administrative agent party thereto (as amended, restated, supplemented, or otherwise modified from time to time), and the Prepetition Borrowers, with Portal de Caguas, Inc. and Sabiamed Corporation, both companies organized under the laws of Puerto Rico, as guarantors.
- "Prepetition First Lien Lenders" means those lenders party to the Prepetition First Lien Credit Agreement, in their capacities as such.
- "Prepetition First Lien Secured Parties" means the Prepetition First Lien Lenders jointly with the Prepetition First Lien Agent.
- "Prepetition Second Lien Agent" means Wilmington Trust, National Association, in its capacity as administrative agent and collateral agent, as successor in interest to Credit Suisse AG, Cayman Islands Branch.
- "Prepetition Second Lien Credit Agreement" means that certain Second Lien Credit Agreement, dated as of January 29, 2013, between the Prepetition Second Lien Lenders and the administrative agent party thereto (as amended, restated, supplemented, or otherwise modified from time to time), and the Prepetition Borrowers, with Portal de Caguas, Inc. and Sabiamed Corporation, both companies organized under the laws of Puerto Rico, as guarantors.
- "Prepetition Second Lien Lenders" means those lenders party to the Prepetition Second Lien Credit Agreement, in their capacities as such.
- "Prepetition Second Lien Secured Parties" means the Prepetition Second Lien Lenders jointly with the Prepetition Second Lien Agent.
- "Released Parties" means, collectively (a) Debtors appointed reorganization officers which are limited to include: (i) the current and former members of the Special Committee and; (ii) the Ankura professionals who serve as officers of the Debtors; (b) the Prepetition First Lien Secured Parties; (c) the Prepetition Second Lien Secured Parties; (d) the DIP Agent; (e) the DIP Lender; (f) with respect to each of the foregoing entities in clauses (a) through (g), each of their current and former affiliates; and (h) with respect to each of the foregoing entities in clause (a), such

entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members; *provided, however*, no Expressly Excluded Released Parties shall be considered a Released Party.

"Releasing Parties" means, collectively, (a) the Debtors; (b) the Prepetition First Lien Secured Parties; (c) the Prepetition Second Lien Secured Parties; (d) the DIP Agent; (e) the DIP Lender; (f) with respect to each of the foregoing parties under (a) through (e), each of their current and former affiliates and/or subsidiaries; (g) with respect to each of the foregoing entities in clauses (a) through (e), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members, and such persons' respective heirs, executors, estates, servants, and nominees; and (h) without limiting the foregoing, each Holder of a Claim against or Interest in the Debtors that (i) (a) has filed an electronic appearance on the record of these cases, or (b) is represented by legal counsel on the record of these cases, or (c) was duly notified in these cases and received copies of the Plan and the ballots; and either (ii) has voted to accept the plan; or (iii) voted to reject the Plan and did not elect to opt out of the releases provided for in the Plan; or (iv) abstained from voting or was not entitled to vote on the Plan and did not elect to opt out of the releases provided for in the Plan.

#### Relevant Plan Provisions -

Section 10.04 Debtor Release. On the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties (but not the Excluded Released Parties), in all capacities, will be deemed forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Liquidating Debtors, the Estates, all affiliates or subsidiaries managed or controlled by the foregoing, and each of their predecessors, successors and assigns, subsidiaries, and affiliates, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members, from any and all Claims, Interests, or Causes of Action whatsoever that are not Liquidating Trust Assets, including any derivative Claims asserted or that could have been asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, at law, in equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or arising from, in whole or in part, directly or indirectly, in any manner whatsoever, the Debtors, the assets, liabilities, operations, or business of the Debtors, the Chapter 11 Cases, the purchase, transfer, or sale of any assets of the Debtors, the making of any loan to the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Plan, the Global Term Sheet, the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Credit Agreement, the DIP Obligations, or any related agreements, instruments, or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided that nothing in the Plan shall be construed to release the Released Parties from willful misconduct or actual fraud as determined by a Final Order; *provided further*, that the provisions of this paragraph shall not apply to the Expressly Excluded Released Parties or any Claims, Interests, or Causes of Action that constitute Liquidating Trust Assets, including, but not limited to, Avoidance Actions (*except for* any Avoidance Actions that exist, may exist, or could have existed against the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties, the DIP Agent, and/or the DIP Lender, which such Avoidance Actions shall be released pursuant to the Plan), and D&O Claims.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors or the Liquidating Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the Debtor Release.

Section 10.05 Third-Party Release. As of the Effective Date, the Releasing Parties conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties (but not the Excluded Released Parties), in all capacities, and their respective property from any and all Claims, Interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, the Liquidating Debtors, or their Estates, any Claims or causes of action asserted on behalf of any Holder of any Claim or any Interest or that any Holder of a Claim or an Interest would have been legally entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, at law, in equity, or otherwise, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising prior to the Effective Date, and even since their pre-petition appointment for restructuring and reorganization endeavors, from, in whole or in part, directly or indirectly, in any manner whatsoever, the Debtors, the assets, liabilities, operations, or business of the Debtors, the Chapter 11 Cases, the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Liquidating Debtors, the making of any loan to the Debtors or the Liquidating Debtors, the subject matter of, or the transactions or events giving rise to, any Claim against or Interest in the Debtors that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the negotiation, formulation, or preparation of the DIP Credit Agreement documents or related agreements, instruments, or other documents, the negotiation, formulation, or preparation of the Plan, the Global Term Sheet, the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Credit Agreement, or any related agreements or instruments, or the solicitation of votes with respect to the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided that nothing in the Plan shall be construed to release the Released Parties from any claims based upon willful misconduct, intentional fraud or gross negligence, as determined by a Final Order; *provided further*, that the provisions of this paragraph shall not apply to the Excluded Released Parties or any Claims, Interests, or Causes of Action that constitute Liquidating Trust Assets, including, but not limited to, Avoidance Actions (*except for* any Avoidance Actions that exist, may exist, or could have existed against the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties, the DIP Agent, and/or the DIP Lender, which such Avoidance Actions shall be released pursuant to the Plan), and D&O Claims.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of claims released by the Third-Party Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property released pursuant to the Third-Party Release.

Section 10.06 Exculpation and Limitation of Liability. To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any potential claim between the Petition Date and the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases; the negotiation and pursuit of the DIP Credit Agreement, the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the Global Term Sheet; the transfer, creation, and constitution (as applicable) of the Liquidating Trust and/or the Liquidating Debtors; the distributions or actions to be taken by the Liquidating Trustee and/or the Liquidating Debtors in consummation of the Plan; the Debtors' sales and marketing process, the Bidding Procedures, the Bidding Procedures Motion, and the Bidding Procedures Order; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing, except for fraud, willful misconduct, or gross negligence, as determined by a Final Order. This exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability, provided that the provisions of this paragraph shall not apply to the Expressly Excluded **Exculpated Parties.** 

#### Section 10.07 Injunction.

(a) Except as expressly provided in the Plan, the Definitive Documents, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are enjoined, on and after the Effective Date through and until the date

upon which all remaining property of the estate vested in the Liquidating Debtors has been liquidated and distributed to creditors or otherwise in accordance with the terms of the Plan and the Plan has been fully administered, solely with respect to any Claims, Interests, and Causes of Action that will be or are treated by the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee, or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee; or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee,, as applicable; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee,, or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable, or against property or interests in property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, except as otherwise contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

- (b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section.
- (c) The injunctions in this Section shall extend to any successors of the Debtors, the wind down Estates, or the Liquidating Debtors, and the Liquidating Trustee, as applicable, and their respective property and interests in property.
- (d) Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement executed to implement the Plan.
- (e) The temporary injunctions in the Plan shall extend to any successors of the Debtors and the Liquidating Debtors, or any transferee of property of the Debtors, including the Liquidating Trustee (as applicable) and their respective property and interests in property.
- (f) Nothing in the Plan or Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

PLEASE REVIEW THE INFORMATION INCLUDED HEREIN AS YOU MAY OPT OUT FROM THE RELEASES PROVIDED IN THE PLAN.

IF you are a holder of a Claim against the Debtors that was duly notified in these cases and received or reviewed copies of the Plan and the Ballot <u>AND</u> you (a) voted to reject the Plan, or (b) you abstained from voting on the Plan, if <u>you do not Opt Out, you will be deemed to have consented to the release provisions set forth in Article 10.05 of the Plan.</u>

Except as otherwise set forth in the definition of Releasing Party in the Plan, Holders of Claims and Interests are deemed to grant the Third-Party Release set forth in 10.05 (the "<u>Third-Party Release</u>"), <u>unless a Holder elects to opt out of the releases provided for in the Plan by making the below election and submitting this ballot so that it is received by the Voting Deadline.</u>

AS A HOLDER OF A CLAIM AGAINST THE DEBTORS, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN, AS SET FORTH ABOVE, AND EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENT TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION RELEASED THEREUNDER AGAINST THE DEBTORS AND OTHER RELEASED PARTIES UNLESS YOU CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN.

YOU WILL ONLY BE CONSIDERED AN "EXCLUDED RELEASING PARTY" UNDER THE PLAN IF (A) YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT FORM BY THE RELEASE OPT OUT DEADLINE OR (B) YOU FILE AN OBJECTION TO THE THIRD PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN PRIOR TO THE PLAN OBJECTION DEADLINE AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

BY OPTING OUT OF THE RELEASE SET FORTH IN SECTION 10.05 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN SECTION 10.05 OF THE PLAN TO THE EXTENT YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

**Item 3. Opt Out Election** 

**RELEASE OPT-OUT ELECTION.** YOU MAY ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN BY CHECKING THE BOX BELOW:

□ **OPT OUT** of the Third-Party Release set forth in Section 10.05 of the Plan

#### **Item 4.** Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that, as of the date below, either: (i) the undersigned is the Holder of a Claim or Interest; or (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of a Claim or Interest;
- b. the Holder has reviewed a copy of the Disclosure Statement, the Plan, and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same vote and election with respect to all Claims or Interests in a single class; and
- d. the Holder understands and acknowledges that if multiple Ballots are submitted voting the Claims set forth in Item 1, only the last dated properly completed Ballot received by the Balloting Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Balloting Agent.

Name of Holder:	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Telephone Number:	
Email:	

# PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY ONLY ONE OF THE FOLLOWING METHODS:

# IN THE ENCLOSED REPLY ENVELOPE PROVIDED, OR VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY, OR BY ELECTRONIC ONLINE SUBMISSION.

If by First Class Mail:	If by Hand Delivery or Overnight
	Mail:
Grupo HIMA	Grupo HIMA
c/o Epiq Ballot Processing	c/o Epiq Ballot Processing
P.O. Box 4422	10300 SW Allen Blvd.
Beaverton, OR 97076-4422	Beaverton, OR 97005
By electronic online submission:	
To submit your Ballot via the	Balloting Agent's online portal, visit

To submit your Ballot via the Balloting Agent's online portal, visit <a href="https://dm.epiq11.com/grupohima">https://dm.epiq11.com/grupohima</a> and under the Case Actions section of the website, click on "E-Ballot" and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following E-Ballot ID# to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#:	

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Holders who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE OCTOBER 14, 2025, 5:00 P.M. (AST) VOTING DEADLINE (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE AND OPT OUT ELECTION TRANSMITTED BY THIS BALLOT MAY NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE BALLOTING AGENT BY EMAIL AT GRUPOHIMA@EPIQGLOBAL.COM. (WITH A REFERENCE TO "GRUPOHIMA" IN THE SUBJECT LINE) OR CALLING +1 (503) 694-4204 (INTERNATIONAL) OR (877) 587-4215 (U.S./CANADA, TOLL FREE).

Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc: Main Document Page 31 of 50

## Exhibit 3

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

IN RE:		CASE NO. 23-02510 (ESL)
GRUPO HIMA SAN PABLO, INC.		CHAPTER 11
DEBTOR	(EIN #8245)	
IN RE:		CASE NO. 23-02513 (ESL)
CENTRO MEDICO DEL T	ГURABO, INC.	CHAPTER 11
DEBTOR	(EIN #5905)	
IN RE:		CASE NO. 23-02515 (ESL)
HIMA SAN PABLO PROPERTIES, INC.		CHAPTER 11
DEBTOR	(EIN #2718)	
IN RE:		CASE NO. 23-02516 (ESL)
PORTAL DE CAGUAS, IN	NC.	CHAPTER 11
DEBTOR	(EIN #4874)	
IN RE:		CASE NO. 23-02517 (ESL)
GENERAL CONTRACTION	NG SERVICES, INC.	CHAPTER 11
DEBTOR	(EIN #4903)	
IN RE:		CASE NO. 23-02519 (ESL)
I.A. DEVELOPERS CORF	<b>)</b> .	CHAPTER 11
DEBTOR	(EIN #4128)	
IN RE		CASE NO. 23-02520 (ESL)
CMT DEVELOPMENT, LLC.		CHAPTER 11
DEBTOR	(EIN #4351)	

IN RE:		CASE NO. 23-02521 (ESL)
JOCAR ENTERPRISES, INC.		CHAPTER 11
DEBTOR	(EIN #5849)	
IN RE:		CASE NO. 23-02522 (ESL)
JERUSALEN HOME AMBULANCE, INC.		CHAPTER 11
DEBTOR	(EIN #0175)	
IN RE:		CASE NO. 23-02523 (ESL)
HOST SECURITY SERVICES, INC.		CHAPTER 11
DEBTOR	(EIN #8802)	JOINTLY ADMINISTERED

#### BALLOT TO ACCEPT OR REJECT THE DEBTORS' PLAN

#### ARTICLE II - ALLOWED PRIORITY WAGE CLAIMS

The voting deadline to accept or reject the Plan is 5:00 p.m. (prevailing Atlantic Standard Time (AST)), on October 14, 2025 (the "Voting Deadline"), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, as may be applicable to you, you may be deemed to have consented to the release provisions set forth in Article X of the Plan.

Please be advised that your decision to agree or not to releases does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same.

This ballot (the "Ballot") is provided to you to solicit your vote to accept or reject the *First Amended Joint Consolidated Chapter 11 Plan of Liquidation under Chapter 11 of the Bankruptcy Code for the Debtors' Estates, as Supplemented* [Docket No. 1451] (as may be amended from time to time, the "Plan") (such affiliates, together with Grupo HIMA, the "Debtors").

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of August 8, 2025 (the "Voting Record Date"), a holder of an Article II - Allowed Priority Wage Claim (a "Holder") against the Debtors.

The Plan is attached as **Exhibit A** to the *Debtors' First Amended Disclosure Statement for* the First Amended Consolidated Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, as Further Supplemented [Docket No 1329 & 1450] (as amended, modified, or supplemented from time to time, the "Disclosure Statement"). The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. You may obtain copies of the Plan and Disclosure Statement from Epiq Corporate Restructuring, LLC (the "Balloting Agent") by, (i) visiting the Debtors' restructuring website at https://dm.epiq11.com/grupohima, (ii) calling +1 (503) 694-4204 (international) or (877) 587-4215 (U.S./Canada, toll free), (iii) sending an email with a request to GrupoHIMA@epigglobal.com (with a reference to "GrupoHIMA" in the subject line), (iv) writing to GrupoHIMA c/o of Epig Balloting, P.O. Box 4422, Beaverton, OR 97076-4422. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via or a fee via PACER at https://www.prb.uscourts.gov/bankruptcy. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent immediately at the address, telephone number, or email address set forth above.

On August 15, 2023, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

## PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claim. The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of an Article II - Allowed Priority Wage Claim in the aggregate unpaid <b>principal</b> amount inserted into the box below <sup>1</sup> , without regard to any accrued but unpaid interest.
Before voting on the Plan, please note the following:
If you vote to accept the Plan, you shall be deemed to have consented to the release provisions set forth in Article 10.05 of the Plan.
If you vote to reject the Plan and, do not check the box in Item 3 below, you shall b deemed to have consented to the release provisions set forth in Article 10.05 of the Plan.
If you abstain from voting <u>and</u> you are a holder of a Claim against the Debtors which was duly notified in these cases and received or reviewed copies of the Plan and the Ballot, and do not <u>check</u> the box in Item 3 below, you shall be deemed to have consented to the releas
provisions set forth in Article 10.05 of the Plan.
The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Article 10.05 of the Plan.
Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same it you opt out.
Item 2. Vote on Plan.
The Holder of the Claim set forth in Item 1 votes to (please check only <u>one</u> box):
$\square$ <u>ACCEPT</u> (vote FOR) the Plan $\square$ <u>REJECT</u> (vote AGAINST) the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

## PLEASE READ THE BELOW PLAN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

<sup>&</sup>lt;sup>1</sup> For voting purposes only, subject to tabulation rules.

If you are a holder of a Claim against the Debtors that was duly notified in these cases and received or reviewed copies of the Plan and the Ballot and do not check the box in Item 3 below you will be deemed to have consented to the release provisions set forth in Article 10.05 of the Plan. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.

#### Relevant Plan Defined Terms -

"Alter Domus" means Alter Domus (US) LLC.

"Avoidance Actions" means any and all actual or potential Claims or Causes of Action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b), and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law.

"Creditors' Committee" means the statutory committee of unsecured creditors appointed by the U.S. Trustee on September 7, 2023, as amended on September 13, 2023, pursuant to section 1102(a)(1) of the Bankruptcy Code.

"D&O Claims" means any claim, whether asserted or not, against a D&O Policy.

"D&O Policy" (whether in singular or plural) means collectively, all directors' and officers' liability insurance policies (including any tail policy) issued to any of the Debtors covering potential liability of insured persons thereunder (including, without limitation, directors, officers and/or employees of the Debtors) and any agreements, documents, or instruments entered into in accordance with the terms thereof, in each case, that are in effect as of the Effective Date.

"DIP Agent" means Alter Domus.

"DIP Credit Agreement" means that certain Debtor-in-Possession Credit Agreement between the DIP Agent, the lenders party thereto from time to time, and the DIP Borrowers and DIP Guarantors, as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time. For the avoidance of doubt, the DIP Credit Agreement includes those filed at Docket Nos.<sup>2</sup> 240, 392, 416, 451, 522, and 535.

"DIP Lender" means those certain lenders party to the DIP Credit Agreement from time to time.

"Expressly Excluded Released Parties" means and includes, but is not limited to, (i) non-Debtor subsidiary Sabiamed Corporation, (ii) non-debtor affiliates or non-debtor subsidiaries of the Debtors and (iii) all current and former directors and officers of the Debtors, except for the current and former members of the Debtors' Special Committee and the Ankura professionals who serve or served as officers of the Debtors as defined at section 1. 135. For the avoidance of doubt, no member of the Rodriguez family, including but not limited to Armando J. Rodriguez-Benitez or

<sup>&</sup>lt;sup>2</sup> Unless stated otherwise, the term "Docket No." shall refer to those docket entries in Case No. 23-02510 (ESL).

Heidi L. Rodriguez-Benitez, shall be an Exculpated Party or Released Party, and each is included in the definition of Expressly Excluded Released Parties.

**"Excluded Releasing Parties"** means any Holder of a Claim against or Interest in the Debtors that (i) (a) has filed an electronic appearance on the record of these cases, or (b) is represented by legal counsel on the record of these cases, or (c) was duly notified in these cases and received copies of the Plan and the ballots; and either (ii) was entitled to vote on the Plan, and voted to reject the Plan, and elected to opt out of the releases provided for in the Plan; or (iii) abstained from voting or was not entitled to vote on the Plan, and elected to opt out of the releases provided for in the Plan.

"Exculpated Parties" means (a) the Debtors; (b) the Creditors' Committee and each of its members, solely in their capacities as such; (c) the Liquidating Debtors, solely if acting in a capacity as fiduciaries for the Debtors' estate; (d) the current and former members of the Special Committee; (e) the Ankura professionals who serve as officers of the Debtors; (f) the Prepetition First Lien Secured Parties; (g) the Prepetition Second Lien Secured Parties; (h) the DIP Agent; (i) the DIP Lender; (j) the Liquidating Trustee; (k) with respect to each of the foregoing entities in clauses (a) through (j), each of their current and former affiliates (except non-debtor affiliates or non-debtor subsidiaries of the Debtors); and (l) with respect to each of the foregoing entities in clauses (a) through (j), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, but shall not include the Expressly Excluded Exculpated Parties.

"Expressly Excluded Exculpated Parties" that means and includes, but is not limited to, (i) non-Debtor subsidiary Sabiamed Corporation, (ii) non-debtor affiliates or non-debtor subsidiaries of the Debtors and (iii) all current and former directors and officers of the Debtors, except for the current and former members of the Debtors' Special Committee and the Ankura professionals who serve or served as officers of the Debtors as defined in section 1.69. For the avoidance of doubt, no member of the Rodriguez family, including but not limited to Armando J. Rodriguez-Benitez or Heidi L. Rodriguez-Benitez, shall be an Exculpated Party or Released Party, and each is included in the definition of Expressly Excluded Released Parties.

"Liquidating Debtors" means the Debtors, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, which among other provisions within the Plan, shall have the duties and powers detailed at Exhibit I to the Disclosure Statement.

"Liquidating Trustee" means Driven, P.S.C.

"Prepetition First Lien Agent" means Alter Domus in its capacity as administrative agent and collateral agent under the Prepetition First Lien Credit Agreement, as successor in interest to (a) Oriental Bank, by virtue of its merger with Scotiabank de Puerto Rico, and (b) Credit Suisse AG, Cayman Islands Branch.

- "Prepetition First Lien Credit Agreement" means that certain First Lien Credit Agreement, dated as of January 29, 2013, between the Prepetition First Lien Lenders and the administrative agent party thereto (as amended, restated, supplemented, or otherwise modified from time to time), and the Prepetition Borrowers, with Portal de Caguas, Inc. and Sabiamed Corporation, both companies organized under the laws of Puerto Rico, as guarantors.
- "Prepetition First Lien Lenders" means those lenders party to the Prepetition First Lien Credit Agreement, in their capacities as such.
- "Prepetition First Lien Secured Parties" means the Prepetition First Lien Lenders jointly with the Prepetition First Lien Agent.
- "Prepetition Second Lien Agent" means Wilmington Trust, National Association, in its capacity as administrative agent and collateral agent, as successor in interest to Credit Suisse AG, Cayman Islands Branch.
- "Prepetition Second Lien Credit Agreement" means that certain Second Lien Credit Agreement, dated as of January 29, 2013, between the Prepetition Second Lien Lenders and the administrative agent party thereto (as amended, restated, supplemented, or otherwise modified from time to time), and the Prepetition Borrowers, with Portal de Caguas, Inc. and Sabiamed Corporation, both companies organized under the laws of Puerto Rico, as guarantors.
- "Prepetition Second Lien Lenders" means those lenders party to the Prepetition Second Lien Credit Agreement, in their capacities as such.
- "Prepetition Second Lien Secured Parties" means the Prepetition Second Lien Lenders jointly with the Prepetition Second Lien Agent.
- "Released Parties" means, collectively (a) Debtors appointed reorganization officers which are limited to include: (i) the current and former members of the Special Committee and; (ii) the Ankura professionals who serve as officers of the Debtors; (b) the Prepetition First Lien Secured Parties; (c) the Prepetition Second Lien Secured Parties; (d) the DIP Agent; (e) the DIP Lender; (f) with respect to each of the foregoing entities in clauses (a) through (g), each of their current and former affiliates; and (h) with respect to each of the foregoing entities in clause (a), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members; provided, however, no Expressly Excluded Released Parties shall be considered a Released Party.
- "Releasing Parties" means, collectively, (a) the Debtors; (b) the Prepetition First Lien Secured Parties; (c) the Prepetition Second Lien Secured Parties; (d) the DIP Agent; (e) the DIP Lender; (f) with respect to each of the foregoing parties under (a) through (e), each of their current and former affiliates and/or subsidiaries; (g) with respect to each of the foregoing entities in clauses (a) through (e), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members, and such persons' respective heirs, executors, estates, servants, and nominees; and (h) without limiting the foregoing, each Holder of a Claim against or Interest in the Debtors that (i) (a) has filed an

electronic appearance on the record of these cases, or (b) is represented by legal counsel on the record of these cases, or (c) was duly notified in these cases and received copies of the Plan and the ballots; and either (ii) has voted to accept the plan; or (iii) voted to reject the Plan and did not elect to opt out of the releases provided for in the Plan; or (iv) abstained from voting or was not entitled to vote on the Plan and did not elect to opt out of the releases provided for in the Plan.

#### Relevant Plan Provisions -

Section 10.04 Debtor Release. On the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties (but not the Excluded Released Parties), in all capacities, will be deemed forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Liquidating Debtors, the Estates, all affiliates or subsidiaries managed or controlled by the foregoing, and each of their predecessors, successors and assigns, subsidiaries, and affiliates, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, and advisory board members, from any and all Claims, Interests, or Causes of Action whatsoever that are not Liquidating Trust Assets, including any derivative Claims asserted or that could have been asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, at law, in equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or arising from, in whole or in part, directly or indirectly, in any manner whatsoever, the Debtors, the assets, liabilities, operations, or business of the Debtors, the Chapter 11 Cases, the purchase, transfer, or sale of any assets of the Debtors, the making of any loan to the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Plan, the Global Term Sheet, the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Credit Agreement, the DIP Obligations, or any related agreements, instruments, or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided that nothing in the Plan shall be construed to release the Released Parties from willful misconduct or actual fraud as determined by a Final Order; provided further, that the provisions of this paragraph shall not apply to the Expressly Excluded Released Parties or any Claims, Interests, or Causes of Action that constitute Liquidating Trust Assets, including, but not limited to, Avoidance Actions (except for any Avoidance Actions that exist, may exist, or could have existed against the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties, the DIP Agent, and/or the DIP Lender, which such Avoidance Actions shall be released pursuant to the Plan), and D&O Claims.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and

opportunity for hearing; and (f) a bar to any of the Debtors or the Liquidating Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the Debtor Release.

Section 10.05 Third-Party Release. As of the Effective Date, the Releasing Parties conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties (but not the Excluded Released Parties), in all capacities, and their respective property from any and all Claims, Interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, the Liquidating Debtors, or their Estates, any Claims or causes of action asserted on behalf of any Holder of any Claim or any Interest or that any Holder of a Claim or an Interest would have been legally entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, at law, in equity, or otherwise, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising prior to the Effective Date, and even since their pre-petition appointment for restructuring and reorganization endeavors, from, in whole or in part, directly or indirectly, in any manner whatsoever, the Debtors, the assets, liabilities, operations, or business of the Debtors, the Chapter 11 Cases, the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Liquidating Debtors, the making of any loan to the Debtors or the Liquidating Debtors, the subject matter of, or the transactions or events giving rise to, any Claim against or Interest in the Debtors that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the negotiation, formulation, or preparation of the DIP Credit Agreement documents or related agreements, instruments, or other documents, the negotiation, formulation, or preparation of the Plan, the Global Term Sheet, the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Credit Agreement, or any related agreements or instruments, or the solicitation of votes with respect to the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided that nothing in the Plan shall be construed to release the Released Parties from any claims based upon willful misconduct, intentional fraud or gross negligence, as determined by a Final Order; provided further, that the provisions of this paragraph shall not apply to the Excluded Released Parties or any Claims, Interests, or Causes of Action that constitute Liquidating Trust Assets, including, but not limited to, Avoidance Actions (except for any Avoidance Actions that exist, may exist, or could have existed against the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties, the DIP Agent, and/or the DIP Lender, which such Avoidance Actions shall be released pursuant to the Plan), and D&O Claims.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of claims released by the Third-Party Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Releasing Parties asserting

any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property released pursuant to the Third-Party Release.

Section 10.06 Exculpation and Limitation of Liability. To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any potential claim between the Petition Date and the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases; the negotiation and pursuit of the DIP Credit Agreement, the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the Global Term Sheet; the transfer, creation, and constitution (as applicable) of the Liquidating Trust and/or the Liquidating Debtors; the distributions or actions to be taken by the Liquidating Trustee and/or the Liquidating Debtors in consummation of the Plan; the Debtors' sales and marketing process, the Bidding Procedures, the Bidding Procedures Motion, and the Bidding Procedures Order; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing, except for fraud, willful misconduct, or gross negligence, as determined by a Final Order. This exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability, provided that the provisions of this paragraph shall not apply to the Expressly Excluded Exculpated Parties.

#### Section 10.07 Injunction.

(a) Except as expressly provided in the Plan, the Definitive Documents, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are enjoined, on and after the Effective Date through and until the date upon which all remaining property of the estate vested in the Liquidating Debtors has been liquidated and distributed to creditors or otherwise in accordance with the terms of the Plan and the Plan has been fully administered, solely with respect to any Claims, Interests, and Causes of Action that will be or are treated by the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee, or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee; or the property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee,, as applicable; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the estate, the Debtor, the Liquidating Debtors, the Liquidating Trustee,, or the property of any of the estate, the Debtor, the

Liquidating Debtors, or the Liquidating Trustee, as applicable; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, as applicable, or against property or interests in property of any of the estate, the Debtor, the Liquidating Debtors, or the Liquidating Trustee, except as otherwise contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

- (b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section.
- (c) The injunctions in this Section shall extend to any successors of the Debtors, the wind down Estates, or the Liquidating Debtors, and the Liquidating Trustee, as applicable, and their respective property and interests in property.
- (d) Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement executed to implement the Plan.
- (e) The temporary injunctions in the Plan shall extend to any successors of the Debtors and the Liquidating Debtors, or any transferee of property of the Debtors, including the Liquidating Trustee (as applicable) and their respective property and interests in property.
- (f) Nothing in the Plan or Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

#### PLEASE REVIEW THE INFORMATION INCLUDED HEREIN AS YOU MAY OPT OUT FROM THE RELEASES PROVIDED IN THE PLAN.

IF you are a holder of a Claim against the Debtors that was duly notified in these cases and received or reviewed copies of the Plan and the Ballot <u>AND</u> you (a) voted to reject the Plan, or (b) you abstained from voting on the Plan, if <u>you do not Opt Out, you will be deemed to have consented to the release provisions set forth in Article 10.05 of the Plan</u>.

Except as otherwise set forth in the definition of Releasing Party in the Plan, Holders of Claims and Interests are deemed to grant the Third-Party Release set forth in 10.05 (the "<u>Third-Party Release</u>"), <u>unless a Holder elects to opt out of the releases provided for in the Plan by making the below election and submitting this ballot so that it is received by the Voting Deadline.</u>

AS A HOLDER OF A CLAIM AGAINST THE DEBTORS, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN, AS SET FORTH ABOVE, AND EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENT TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION RELEASED THEREUNDER AGAINST THE DEBTORS AND OTHER RELEASED PARTIES UNLESS YOU CHECK THE BOX BELOW TO

### ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN.

YOU WILL ONLY BE CONSIDERED AN "EXCLUDED RELEASING PARTY" UNDER THE PLAN IF (A) YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT FORM BY THE RELEASE OPT OUT DEADLINE OR (B) YOU FILE AN OBJECTION TO THE THIRD PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN PRIOR TO THE PLAN OBJECTION DEADLINE AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

BY OPTING OUT OF THE RELEASE SET FORTH IN SECTION 10.05 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN SECTION 10.05 OF THE PLAN TO THE EXTENT YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

**Item 3. Opt Out Election** 

**RELEASE OPT-OUT ELECTION.** YOU MAY ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE CONTAINED IN SECTION 10.05 OF THE PLAN BY CHECKING THE BOX BELOW:

	)PT	OUT	of the	Third-I	Party	Release	set forth	in	Section	10.05	of the	Plan
--	-----	-----	--------	---------	-------	---------	-----------	----	---------	-------	--------	------

#### **Item 4.** Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that, as of the date below, either: (i) the undersigned is the Holder of a Claim or Interest; or (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of a Claim or Interest;
- b. the Holder has reviewed a copy of the Disclosure Statement, the Plan, and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same vote and election with respect to all Claims or Interests in a single class; and
- d. the Holder understands and acknowledges that if multiple Ballots are submitted voting the Claims set forth in Item 1, only the last dated properly completed Ballot received by the Balloting Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Balloting Agent.

Name of Holder:	(Print or Type)
Signature:	
Name of Signatory:	
Title:	(If other than Holder)
Telephone Number:	
Email:	

## PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY ONLY ONE OF THE FOLLOWING METHODS:

## IN THE ENCLOSED REPLY ENVELOPE PROVIDED, OR VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY, OR BY ELECTRONIC ONLINE SUBMISSION.

If by First Class Mail:	If by Hand Delivery or Overnight		
	Mail:		
Grupo HIMA	Grupo HIMA		
c/o Epiq Ballot Processing	c/o Epiq Ballot Processing		
P.O. Box 4422	10300 SW Allen Blvd.		
Beaverton, OR 97076-4422	Beaverton, OR 97005		
By electronic online submission:			

To submit your Ballot via the Balloting Agent's online portal, visit <a href="https://dm.epiq11.com/grupohima">https://dm.epiq11.com/grupohima</a> and under the Case Actions section of the website, click on "E-Ballot" and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following E-Ballot ID# to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#:	

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Holders who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE OCTOBER 14, 2025, 5:00 P.M. (AST) VOTING DEADLINE (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE AND OPT OUT ELECTION TRANSMITTED BY THIS BALLOT MAY NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE BALLOTING AGENT BY EMAIL AT GRUPOHIMA@EPIQGLOBAL.COM. (WITH A REFERENCE TO "GRUPOHIMA" IN THE SUBJECT LINE) OR CALLING +1 (503) 694-4204 (INTERNATIONAL) OR (877) 587-4215 (U.S./CANADA, TOLL FREE).

Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc: Main Document Page 46 of 50

### Exhibit 4

## Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc: MaiA DDRESS: SERVinge List 50

Name	Address
ALLEMANT FERRER MICHELLE	GOLDEN GATE I CALLE B A 3 CAGUAS PR 00725-1130
AMARO COLLAZO BRENDA	6062 CALLE BATEY COLOMBIA MAUNABO PR 00707
CONCEPCION NIEVES YOLANDA	URB. FOREST HILL 291 CALLE 2 BAYAMON PR 00959-
DIAZ CARRION NITZA I	APARTADO 758 GURABO PR 00778-0000
DIAZ DIAZ JESUS M	PO BOX 244 GUAYNABO PR 00970-0000
ELIEL ORTHO MEDICAL CORP	UNIVERSITY GARDENS 256 B AVE JESUS T PINERO SAN JUAN PR 00927-0000
FERNANDEZ JURADO MARCIAL	HC-04 BOX 45213 CAGUAS PR 00727-0000
IGLESIA PRESBITERIANA WESTMINSTER	CALLE 9 C-1 URB HERMANAS DAVILA BAYAMON PR 00959-0000
LIBERTY MOBILE PUERTO RICO	PO BOX 70261 SAN JUAN PR 00936-8261
MALAVE AMILL GLADYS N	URB SAN RAFAEL D 43 CALLE 3 CAGUAS PR 00725
MARTINEZ RIVERA ANGEL M	HC-07 BOX 33047 CAGUAS PR 00725-0000
MARTINEZ ROMERO MIRTA L.	BDA OBRERA 350 CALLE DOMINGO ESCOBAR FAJARDO PR 00738-0000
NAVEX GLOBAL INC	PO BOX 60941 CHARLOTTE NC 28260-0941
ORTIZ MARRERO EILEEN T.	PO BOX 1611 OROCOVIS PR 00720-0000
PEDIATRICS & HO BMT GROUP PSC	SABANERA DEL RIO 61 LOS CEDROS GURABO PR 00778- 0000
PEREZ CARRASQUILLO MARIVELYS	VISTAS DEL RIO 61 C/RIO VALENCIANO LAS PIEDRAS PR 00771-0000
RAMOS BORGES ANGEL L	HC 05 BOX 56368 CAGUAS PR 00725-0000
REYES DELGADO CHRISTIAN	HC 02 BOX 12238 GURABO PR 00778-0000
RIVERA DELGADO AMARILIS	URB. PASEOS DEL RIO #150 CAGUAS PR 00725-0000
RIVERA MELENDEZ DAMARIS	HC-15 BOX 15771 HUMACAO PR 00791-0000
RIVERA RIOS ROBERTO	CHALETS DE ROYAL PALM 100 CALLE F APTO. 801 BAYAMON PR 00956-0000
RODRIGUEZ ORTIZ RAFAEL	CALLE EDIMBURGO F-4 VILLA DEL REY CAGUAS PR 00725-0000
SANTOS CAMACHO LOURDES I.	C/2 #301 URB FOREST HILL BAYAMON PR 00959-0000
SANTOS COLON MERCEDES	URB FAJARDO GARDENS CALLE SAUCE #282 FAJARDO PR 00738-0000
TAKEDA PHARMACEUTICAL PUERTO RICO LLC	28500 NETWORK PLACE CHICAGO IL 60673-1285
TORRES MORALES PEDRO L.	REPARTO VALENCIA AM-2 CALLE 14 BAYAMON PR 00959-
VELAZQUEZ FIGUEROA ARMANDO	URB. QUINTAS LAS AMERICAS CALLE A 30 CAGUAS PR 00725-0000
VELEZ COTTO JOSE M.	P O BOX 9526 CAGUAS PR 00726
VIERA LEGUILLOU IDA V	PO BOX 361037 SAN JUAN PR 00936-1037
ZAYAS COTTO ALFREDO	URB REXCILLE CALLE 57 AJ 24 BAYAMON PR 00957
ZAYAS MALDONADO JOSE M	HC-50 BOX 40218 SAN LORENZO PR 00754-0000

**Total Count: 31** 

Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc: Main Document Page 48 of 50

### Exhibit 5

# Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc: MaiA Dorums:SerVinge 49st 50

Name	Address
ALLEMANT FERRER MICHELLE	GOLDEN GATE I CALLE B A 3 CAGUAS PR 00725-1130
AMARO COLLAZO BRENDA	6062 CALLE BATEY COLOMBIA MAUNABO PR 00707
APONTE LLINAS VICTOR M	CALLE MONTEREAL S-22 URB. CAGUAS NORTE CAGUAS PR 00725-0000
ARROYO VALENTIN PEDRO	URB TURABO GARDENS 2DA Z 8-9 CALLE 13 CAGUAS PR 00725-0000
COLON FIGUEROA NITZA J	PMB 318 PO BOX 2017 LAS PIEDRAS PR 00771-0000
CONCEPCION NIEVES YOLANDA	URB. FOREST HILL 291 CALLE 2 BAYAMON PR 00959-
DIAZ CARRION NITZA I	APARTADO 758 GURABO PR 00778-0000
DIAZ DIAZ JESUS M	PO BOX 244 GUAYNABO PR 00970-0000
FERNANDEZ JURADO MARCIAL	HC-04 BOX 45213 CAGUAS PR 00727-0000
IRIZARRY ADORNO JOSE R	1 RES COLINAS DE MAGNOLIAS #30 JUNCOS PR 00777
LUNA ECHEVARRIA DORIS	6927 CALLE ALELI SABANA SECA PR 00952-0000
MALAVE AMILL GLADYS N	URB SAN RAFAEL D 43 CALLE 3 CAGUAS PR 00725
MARTINEZ RIVERA ANGEL M	HC-07 BOX 33047 CAGUAS PR 00725-0000
MARTINEZ ROMERO MIRTA L.	BDA OBRERA 350 CALLE DOMINGO ESCOBAR FAJARDO PR 00738-0000
MILAN MERCADO ILSA I	7117 CALLE LAS FLORES VILLA MARISOL SABANA SECA PR 00952-0000
NIEVES COTTO VICTOR M.	HC 07 BOX 33047 BO. CANABONCITO CAGUAS PR 00727-0000
ORTIZ MARRERO EILEEN T.	PO BOX 1611 OROCOVIS PR 00720-0000
PEREZ CARRASQUILLO MARIVELYS	VISTAS DEL RIO 61 C/RIO VALENCIANO LAS PIEDRAS PR 00771-0000
RAMOS BORGES ANGEL L	HC 05 BOX 56368 CAGUAS PR 00725-0000
REYES DELGADO CHRISTIAN	HC 02 BOX 12238 GURABO PR 00778-0000
RIVERA DELGADO AMARILIS	URB. PASEOS DEL RIO #150 CAGUAS PR 00725-0000
RIVERA MELENDEZ DAMARIS	HC-15 BOX 15771 HUMACAO PR 00791-0000
RIVERA RIOS ROBERTO	CHALETS DE ROYAL PALM 100 CALLE F APTO. 801 BAYAMON PR 00956-0000
RIVERA SOSTRE EMANUEL	P O BOX 693 COROZAL PR 00783-0000
ROBLES LANZA GLORIA M II	TERRA DEMAJAGUA 109 CALLE BOHIQUE FAJARDO PR 00738-5047
RODRIGUEZ ORTIZ RAFAEL	CALLE EDIMBURGO F-4 VILLA DEL REY CAGUAS PR 00725-0000
SANTIAGO MENDOZA ANGELICA	P O BOX 536 NARANJITO PR 00719-0000
SANTOS CAMACHO LOURDES I.	C/2 #301 URB FOREST HILL BAYAMON PR 00959-0000
SANTOS COLON MERCEDES	URB FAJARDO GARDENS CALLE SAUCE #282 FAJARDO PR 00738-0000
TORRES MORALES PEDRO L.	REPARTO VALENCIA AM-2 CALLE 14 BAYAMON PR 00959-
VELAZQUEZ FIGUEROA ARMANDO	URB. QUINTAS LAS AMERICAS CALLE A 30 CAGUAS PR 00725-0000
VELEZ COTTO JOSE M.	P O BOX 9526 CAGUAS PR 00726
VIERA LEGUILLOU IDA V	PO BOX 361037 SAN JUAN PR 00936-1037

### Case:23-02510-ESL11 Doc#:1553 Filed:09/30/25 Entered:09/30/25 15:22:55 Desc:

Name	Address			
ZAYAS COTTO ALFREDO	URB REXCILLE CALLE 57 AJ 24 BAYAMON PR 00957			
ZAYAS MALDONADO JOSE M	HC-50 BOX 40218 SAN LORENZO PR 00754-0000			

Total Count: 35