

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

IN RE:

GRUPO HIMA SAN PABLO, INC.

Debtor

CASE NO. 23-02510 (ESL)

CHAPTER

IN RE:

CENTRO MEDICO EL TURABO, INC.

Debtor

CASE NO. 23-02513 (ESL)

CHAPTER 11

IN RE:

HIMA SAN PABLO PROPERTIES, INC.

Debtor

CASE NO. 23-02515 (ESL)

CHAPTER 11

IN RE:

PORTAL DE CAGUAS, INC.

Debtor

CASE NO. 23-02516 (ESL)

CHAPTER 11

IN RE:

GENERAL CONTRACTING SERVICES,
INC.

Debtor

CASE NO. 23-02517 (ESL)

CHAPTER 11

IN RE:

IA DEVELOPERS, CORP.

Debtor

CASE NO. 23-02519 (ESL)

CHAPTER 11

IN RE:

CMT DEVELOPMENT, LLC.

Debtor

CASE NO. 23-02520 (ESL)

CHAPTER 11

IN RE:

JOCAR ENTERPRISES, INC.

Debtor

CASE NO. 23-02521 (ESL)

CHAPTER 11

IN RE:

JERUSALEM HOME AMBULANCE, INC.

Debtor

CASE NO. 23-02522 (ESL)

CHAPTER 11

IN RE:

HOST SECURITY SERVICES, INC.

Debtor

CASE NO. 23-02523 (ESL)

CHAPTER 11

FILED & ENTERED ON SEP/21/2023

ORDER

Upon consideration of the *Motion for Short Extension of (1) the Interim Use of Cash Collateral Order at Docket No. 92 With Consent of the Prepetition First Lien Secured Parties* (the “Motion”, Docket No. 225)¹ filed by the Debtors in the above captioned chapter 11 cases (the “Chapter 11 Cases”), the court having jurisdiction to enter this Order and finding that entry of this Order is in the best interests of the Debtors and their estates, and good cause having been demonstrated to the court, and lender consent being proffered, it is hereby ORDERED as follows:

1. Service as set forth in the Motion is adequate under the circumstances of this matter and no further notice or hearing is necessary with respect to the relief granted herein.

2. The Motion is GRANTED on an interim basis solely on the terms set forth herein.

3. During the period from September 22, 2023 through and including September 29, 2023, or the earlier termination of such authorization pursuant to an order of the court (the “Interim Period”), the Debtors are authorized on an interim basis to use “cash collateral” in which the Prepetition Secured Parties² may claim an interest, solely in compliance with the budget (the

¹ The motion[s] was[were] filed in each of the captioned Chapter 11 Cases. Reference, however, is made only to docket entries in Lead Case No. 23-02510. Capitalized terms not defined herein shall have the meaning set forth in the Motion.

² For avoidance of doubt, the “Prepetition Secured Parties” are those identified in the post-petition financing agreement denied by this court and referenced by the Debtors in the Motion. They are:

“Budget”) attached hereto as Exhibit A and the terms set forth herein. Specifically, the cash collateral used during the Interim Period will equal \$6,470,000, of which \$3,615,000 are salaries and related for employees, \$1,327,000 are related to physicians, \$450,000 are medical supplies, and \$0 are contract services. Every dollar of the cash collateral used by the Debtors during this Interim Period will result in a dollar-for-dollar adequate protection claim for the benefit of the Prepetition First Lien Secured Parties.

4. This Order shall not serve as a finding that the Prepetition Secured Parties are adequately protected and Prepetition Secured Parties’ right to object to the continued use of cash collateral on any basis or to bring or assert any claim or defense or seek any other relief in this case or otherwise shall be fully preserved and will not be waived, impaired, or prejudiced in any way as a result of this Order.

5. To the extent there is a diminution in the value of the Prepetition Secured Parties’ respective interests in their collateral from the Petition Date, arising from the use, sale, or lease of such collateral or the imposition of the automatic stay, such Prepetition Secured Party is hereby granted (i) replacement liens (the “Replacement Liens”) in all assets of the Debtors and (ii) to the extent such Replacement Liens do not provide sufficient protection of such Prepetition Secured Parties’ interests, a superpriority claim against the Debtors pursuant to Section 507(b) of the Bankruptcy Code (the “Adequate Protection Claim”), in each case, subject to the priorities set

Pursuant to that certain First Lien Credit Agreement, dated as of January 29, 2013, with the Lenders party thereto and the Administrative Agent ... the Loan Parties, Alter Domus (US) LLC, as administrative agent and collateral agent (in such capacities, the “Prepetition First Lien Agent”), and the lenders party thereto from time to time (the “Prepetition First Lien Lenders” and, collectively with the Prepetition First Lien Agent, the “Prepetition First Lien Secured Parties”), the Lenders (as defined in the First Lien Credit Agreement) provided, as applicable, term loans, revolving loans, swing loans, and letters of credit to the Prepetition Borrower (collectively, the “Prepetition First Lien Facility”).

...

Pursuant to that certain Second Lien Credit Agreement, dated as of January 29, 2013 ... the Loan Parties, Wilmington Trust, National Association as administrative agent and collateral agent, (in such capacities, the “Prepetition Second Lien Agent” and, together with the Prepetition First Lien Agent, the “Prepetition Agents”), and the lenders party thereto (the “Prepetition Second Lien Lenders” and, collectively with the Prepetition Second Lien Agent, the “Prepetition Second Lien Secured Parties” and, together with the Prepetition First Lien Secured Parties, the “Prepetition Secured Parties”) ...

Docket No. 9, p. 19, ¶ 13, p. 20, ¶ 15. See also Docket No. 9-1, pp. 7-9, ¶ F(i), (iv).

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2 forth in the Intercreditor Agreement. As to each Prepetition Secured Party, upon entry of this
3 Order and without further action by any party, such Replacement Liens shall be deemed duly
4 valid and perfected upon entry of this Order without the need for further action by any party or
5 further court Order. This Order shall not constitute a finding as to the validity or perfection of any
6 pre-petition lien.

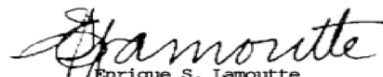
7 **6. For the avoidance of doubt, the adequate protection granted pursuant to this**
8 **Order shall not prime any statutory liens in favor of CRIM.**

9 7. The provisions of this Order and any actions taken pursuant hereto shall survive
10 the entry of any order confirming a plan, converting the case, dismissing the case, or otherwise
11 creating a successor case, and the terms and provisions of this Order, and the Replacement Liens,
12 and Adequate Protection Claims granted by this Order shall continue in full force (including in
any such converted or successor case) notwithstanding any such order.

13 8. Notwithstanding anything to the contrary in the Bankruptcy Code or Federal Rules
14 of Bankruptcy Procedure, this Order shall be effective when entered on the docket of this case.

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16 IT IS SO ORDERED.

17 In San Juan, Puerto Rico, this 21st day of September 2023.

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20 Enrique S. Lamoutte
21 United States Bankruptcy Judge
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