

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re : Chapter 11
 :
 CANO HEALTH, INC., *et al.*, : Case No. 24–10164 (KBO)
 :
 Debtors.¹ : (Jointly Administered)
 :
 : Obj. Deadline: April 29, 2024 at 5:00 p.m. (ET)
 : Hearing Date: May 9, 2024 at 9:30 a.m. (ET)
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MOTION OF DEBTORS FOR ENTRY OF ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF PROPOSED PLAN, AND (V) GRANTING RELATED RELIEF

Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases, respectfully represent as follows:

Relief Requested

1. By this motion (the “**Motion**”), pursuant to sections 105, 341, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 3003, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 3017-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”), the Debtors request entry of an order:

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.



- i. approving the form and manner of notice of hearing to consider the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed contemporaneously herewith (as may be amended, supplemented, or otherwise modified, the “**Proposed Disclosure Statement**”)²;
- ii. approving the Proposed Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code;
- iii. scheduling a hearing (the “**Confirmation Hearing**”) to consider confirmation of the proposed *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed contemporaneously herewith (as may be amended, supplemented, or otherwise modified, the “**Proposed Plan**”);
- iv. approving the Debtors’ proposed procedures for solicitation of votes on the Proposed Plan;
- v. approving the Debtors’ proposed confirmation procedures for the Proposed Plan; and
- vi. granting related relief.

2. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “**Proposed Order**”). For the Court’s convenience, the below chart provides the key dates sought pursuant to the Proposed Order, subject to the Court’s availability.³

Confirmation Event	Date/Deadline
Disclosure Statement Objection Deadline	April 29, 2024 at 5:00 p.m. (prevailing Eastern Time)
Deadline to Reply to Disclosure Statement Objection(s)	May 6, 2024 at 4:00 p.m. (prevailing Eastern Time)
Disclosure Statement Hearing	May 9, 2024 at 9:30 a.m. (prevailing Eastern Time)
Voting Record Date	The Date of entry of the Proposed Order at 5:00 p.m. (prevailing Eastern Time)

² Capitalized terms used in this Motion, but not defined herein, have the meanings ascribed to them in the Proposed Plan or Proposed Disclosure Statement, as applicable.

³ The proposed hearing dates have been previewed with the Court’s chambers.

Confirmation Event	Date/Deadline
Solicitation Date	The date that is 5 business days following entry of the Proposed Order (expected to be May 16, 2024)
Plan Supplement Filing	May 21, 2024
Rule 3018(a) Motion Deadline	May 24, 2024 at 5:00 p.m. (prevailing Eastern Time)
Deadline to file Claim Objections or Requests to Estimate Claims for Voting Purposes	June 7, 2024 (10 days before Voting Deadline)
Voting Deadline	June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)
Plan Confirmation Objection Deadline	June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)
Deadline to File (i) Reply to Plan Objection(s), (ii) Brief in Support of Plan Confirmation, (iii) Declarations in Support of Confirmation, and (iv) Voting Certification	June 25, 2024 at 5:00 p.m. (prevailing Eastern Time)
Confirmation Hearing	June 28, 2024 at 9:30 a.m. (prevailing Eastern Time)

3. For the Court's reference, a list of the various exhibits and documents cited throughout the Motion is set forth below:

Document	Exhibit
Proposed Order	<u>Exhibit A</u> to this Motion
Disclosure Statement Notice	<u>Exhibit B-1</u> to this Motion
Patient Disclosure Statement Notice	<u>Exhibit B-2</u> to this Motion
Proposed Disclosure Statement	Docket No. 499
Proposed Plan	Docket No. 498
Proposed Confirmation Hearing Notice	<u>Exhibit 1</u> to Proposed Order
Proposed Form of Class 3 (First Lien Claims) and Class 4 (First Lien Deficiency Claims) Ballot	<u>Exhibit 2-1</u> to Proposed Order
Proposed Form of Class 4 (General Unsecured Claims) Ballot	<u>Exhibit 2-2</u> to Proposed Order

Proposed Form of Master Ballot for Senior Notes Claims (Class 4)	<u>Exhibit 2-3</u> to Proposed Order
Proposed Form of Beneficial Ballot for Senior Notes Claims (Class 4)	<u>Exhibit 2-4</u> to Proposed Order
Notice of Non-Voting Status – Unimpaired Classes	<u>Exhibit 3</u> to Proposed Order
Notice of Non-Voting Status – Impaired Classes	<u>Exhibit 4</u> to Proposed Order

Background

4. Beginning on February 4, 2024 (the “**Petition Date**”), the Debtors each commenced with the Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

5. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes pursuant to Bankruptcy Rule 1015(b) and Local Bankruptcy Rule 1015-1.

6. On February 21, 2024, the United States Trustee for Region 3 (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”).

7. The Debtors, together with their non-debtor affiliates, are one of the largest independent primary care physician groups in the United States. The Debtors commenced their chapter 11 cases on a prearranged basis with the support, pursuant to the terms of a restructuring support agreement (the “**Restructuring Support Agreement**”), of creditors holding approximately 86% of the Debtors’ secured revolving and term loan debt and approximately 92% of the Debtors’ senior unsecured notes (collectively, the “**Consenting Creditors**”). With the support of the Consenting Creditors, the Debtors are seeking to implement a comprehensive restructuring, which, as described below, may be implemented

through a chapter 11 plan or a sale of substantially all of the Debtors' assets. Contemporaneously herewith, the Debtors filed the Proposed Plan and Proposed Disclosure Statement. The hearing to consider the adequacy of the Proposed Disclosure Statement is scheduled for May 9, 2024.

8. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Mark Kent in Support of Debtors' Chapter 11 Petitions* [Docket No. 14] (the "**Kent Declaration**") and the *Declaration of Clayton Gring in Support of the Debtors' First Day Relief* [Docket No. 15] (the "**Gring Declaration**" and, together with the Kent Declaration, the "**First Day Declarations**"), each filed on February 5, 2024 and incorporated by reference herein.

Jurisdiction

9. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

10. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtors consent to entry of a final order by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

The Proposed Disclosure Statement

11. Under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b), the Debtors prepared and filed the Proposed Disclosure Statement to provide parties

adequate information and disclosure regarding the terms of the Proposed Plan. The Debtors intend to provide parties with copies of the Proposed Disclosure Statement, once approved, in connection with the Debtors' solicitation of votes to accept or reject the Proposed Plan.

I. Approval of the Proposed Disclosure Statement

12. Pursuant to section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and equity interests with "adequate information" regarding a proposed chapter 11 plan of reorganization. Section 1125(a)(1) of the Bankruptcy Code defines "adequate information" as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

13. Accordingly, a debtor's disclosure statement must provide sufficient information to permit an informed judgment by impaired creditors entitled to vote on the plan. *See, e.g., Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) ("[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote."); *In re Phoenix Petroleum, Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001) ("[T]he general purpose of the disclosure statement is to provide 'adequate information' to enable 'impaired' classes of creditors and interest holders to make an informed judgment about the proposed plan and determine whether to vote in favor of or against that plan."). The essential requirement of a disclosure statement is that it "clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there

are to getting its distribution.” *In re Keisler*, No. 08-34321, 2009 WL 1851413, at *4 (Bankr. E.D. Tenn. June 29, 2009) (quoting *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991)).

14. Whether a disclosure statement required under section 1125(b) contains adequate information “is not governed by any otherwise applicable nonbankruptcy law, rule, or regulation.” 11 U.S.C. § 1125(d). Instead, bankruptcy courts have broad discretion to determine the adequacy of the information contained in a disclosure statement. *See, e.g., In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (D.N.J. 2005) (“Section 1125 affords the Bankruptcy Court substantial discretion in considering the adequacy of a disclosure statement.” (citing *In re River Village Assoc.*, 181 B.R. 795, 804 (E.D. Pa. 1995))); *In re Phoenix Petroleum Co.*, 278 B.R. at 393 (noting that the determination of what is adequate information is “largely within the discretion of the bankruptcy court” (quoting *Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988))).

15. Congress granted bankruptcy courts wide discretion in determining the adequacy of a disclosure statement to facilitate effective reorganizations of debtors in a broad range of businesses, taking into account the various circumstances that accompany chapter 11 cases. *See* H.R. Rep. No. 595, 95th Cong., 1st Sess. 408–09 (1977); *see also In re Copy Crafters Quickprint Inc.*, 92 B.R. 973, 979 (Bankr. N.D.N.Y. 1988) (noting that the adequacy of a disclosure statement “is to be determined on a case-specific basis under a flexible standard that can promote the policy of Chapter 11 towards fair settlement through a negotiation process between informed interested parties”). Accordingly, the determination of whether a disclosure statement contains adequate information is made on a case-by-case basis, focusing on the unique facts and circumstances of each case. *See Oneida Motor Freight, Inc. v. United Jersey Bank*,

848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case.”).

16. In that regard, in determining whether a disclosure statement contains adequate information, courts generally examine a list of factors, including, but not limited to, whether the disclosure statement contains the following types of information, as applicable:

- i. the circumstances that gave rise to the filing of the bankruptcy petition;
- ii. an explanation of the available assets and their value;
- iii. the anticipated future of the debtor(s);
- iv. the source of the information provided in the disclosure statement;
- v. a disclaimer, which typically indicates that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement;
- vi. the condition and performance of the debtor while in chapter 11;
- vii. information regarding claims against the estate;
- viii. a liquidation analysis setting forth the estimated return that creditors would receive under chapter 7;
- ix. the accounting and valuation methods used to produce the financial information in the disclosure statement;
- x. information regarding the future management of the debtor, including the amount of compensation to be paid to any insiders, directors and/or officers of the debtor;
- xi. a summary of the plan of reorganization;
- xii. an estimate of all administrative expenses, including attorneys’ fees and accountants’ fees;
- xiii. the collectability of any accounts receivable;
- xiv. any financial information, valuations, or *pro forma* projections that would be relevant to creditors’ determinations of whether to accept or reject the plan;
- xv. information relevant to the risks being taken by the creditors and interest holders;

- xvi. the actual or projected value that can be obtained from avoidable transfers;
- xvii. the existence, likelihood, and possible success of non-bankruptcy litigation;
- xviii. the tax consequences of the plan; and
- xix. the relationship of the debtor with its affiliates.

See, e.g., In re Scioto Valley Mortg. Co., 88 B.R. 168, 170–71 (Bankr. S.D. Ohio 1988); *see also In re Oxford Homes, Inc.*, 204 B.R. 264, 269 n.17 (Bankr. D. Me. 1997) (using a similar list). Such a list is not meant to be comprehensive and a debtor is not required to provide all the information on the list. Rather, the bankruptcy court must decide what is appropriate in each case in light of the particular facts and circumstances present. *See Ferretti*, 128 B.R. at 18–19 (adopting a similar list); *see also In re Phoenix Petroleum Co.*, 278 B.R. at 393 (making use of a similar list but cautioning that “no one list of categories will apply in every case”).

17. The Proposed Disclosure Statement provides many of the types of information identified in the applicable categories above, including:

- i. an overview of the Proposed Plan, including a description of the Debtors’ proposed dual-track process allowing them to move forward with their committed chapter 11 plan to recapitalize and deleverage their balance sheet (the “**Reorganization Transaction**”), while at the same time explore opportunities for a sale of all or substantially all of their assets (a “**Whole-Co Sale Transaction**”), which, in either case, may be coupled with a potential third-party plan sponsor investment or with the sale of one or more certain discrete businesses and assets (each, a “**Discrete Asset Sale**”) (Art. I);
- ii. key events leading to the commencement of the Debtors’ chapter 11 cases (Art. III);
- iii. the operation of the Debtors’ health and wellness businesses (Art. II);
- iv. the indebtedness of the Debtors and information regarding pending claims (§§ II.B, III.D);
- v. a discussion of the status of any Discrete Asset Sales (Art. IV);

- vi. the status of certain prepetition litigation involving the Debtors and investigations regarding potential Estate causes of actions (§§ III.D, IV.K, Art. V);
- vii. a disclaimer, which indicates that no representations or warranties concerning or related to the Debtors, the Chapter 11 Cases, or the Proposed Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than those set forth in the Proposed Disclosure Statement (§ X.F);
- viii. an overview of a liquidation analysis under chapter 7 (§ XIII.C);
- ix. risk factors affecting the Debtors (Art. X);
- x. the relationship of the Debtors with their affiliates (§ II.A);
- xi. requirements for confirmation of the Proposed Plan (Art. XII.C); and
- xii. tax consequences of the Proposed Plan (Art. VIII).

18. In addition to the type of information that courts typically look for in a disclosure statement, the Proposed Disclosure Statement provides an analysis of the alternatives to confirmation and consummation of the Proposed Plan (Art. XIII).

19. Based on the foregoing, the Debtors submit the Proposed Disclosure Statement contains sufficient information for a voting creditor to make an informed judgment whether to vote to accept or reject the Proposed Plan. Thus, the Debtors respectfully request the Court approve the Proposed Disclosure Statement as containing adequate information in satisfaction of the requirements of section 1125 of the Bankruptcy Code.

II. The Proposed Disclosure Statement Provides Adequate Notice of Release, Exculpation, and Injunction Provisions in the Proposed Plan

20. Pursuant to Bankruptcy Rule 3016(c), “[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Code, the plan and disclosure statement shall describe in specific and conspicuous language (bold, italic, or underlined text) all

acts to be enjoined and identify the entities that would be subject to the injunction.” Fed. R. Bankr. P. 3016(c).

21. The Proposed Plan includes injunctions, releases, and exculpations highlighted in bold in Article X. The Proposed Disclosure Statement describes in detail the releases provided under the Proposed Plan, the entities providing such releases, the entities being released, and the Claims and Causes of Action so released in Sections VI.C and VI.H. Additionally, Section VI.H of the Proposed Disclosure Statement sets forth the terms of the exculpation provision under the Proposed Plan, and Section VI.H sets forth the injunction related to the release and exculpation provisions in the Proposed Plan. Each of the foregoing sections is set forth in conspicuous, bold print in the Proposed Disclosure Statement and the Confirmation Hearing Notice (as defined below). Accordingly, the Debtors respectfully submit that the Proposed Disclosure Statement complies with Bankruptcy Rule 3016(c).

III. Approval of the Disclosure Statement Notice

22. In accordance with Bankruptcy Rules 3017(a) and 2002 and Local Bankruptcy Rule 3017-1, in connection with the filing of this Motion, the Debtors will serve a notice of the hearing to consider approval of the Proposed Disclosure Statement (the “**Disclosure Statement Notice**” and, such hearing, the “**Disclosure Statement Hearing**”), in the form annexed hereto as **Exhibit B-1**, by electronic transmission and/or by first class mail on (i) the U.S. Trustee; (ii) counsel to the Creditors’ Committee; (iii) counsel to the DIP Agent; (iv) counsel to the Ad Hoc First Lien Group; (v) counsel to Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent under the CS Credit Agreement; (vi) counsel to JPMorgan Chase Bank, N.A., as administrative agent and collateral agent under the Side-Car Credit Agreement; (vii) counsel to U.S. Bank National Association, as Indenture Trustee for the

Senior Notes (the “**Indenture Trustee**”); (viii) all parties identified on the Debtors’ creditor matrix; (ix) all known registered holders of equity interests in Cano Health, Inc. and Primary Care (ITC) Intermediate Holdings, LLC; and (x) any other party entitled to notice pursuant to Bankruptcy Rule 2002.

23. The Debtors will also provide, at their expense, by electronic and/or first class mail, copies of the Proposed Disclosure Statement and the Proposed Plan with the Disclosure Statement Notice to: (i) the U.S. Trustee; (ii) the Creditors’ Committee; (iii) the U.S. Securities and Exchange Commission; (iv) all parties that request or that are required to receive notice pursuant to Bankruptcy Rule 2002; and (v) all parties who have specifically requested such documents in the manner specified in the Disclosure Statement Notice. Copies of the Proposed Disclosure Statement and the Proposed Plan will be on file with the Office of the Clerk of the Bankruptcy Court for review during normal business hours (a fee may be charged) and are also available free-of-charge on the Debtors’ claims agent’s website at <https://www.kccllc.net/CanoHealth> (the “**Case Website**”).

24. In addition, in connection with the filing of this Motion the Debtors will cause to be mailed to their current and former patients (collectively, the “**Patients**”), a simplified notice of the hearing to consider approval of the Proposed Disclosure Statement, substantially in the form attached hereto as **Exhibit B-2** (the “**Patient Disclosure Statement Notice**”). The Patient Disclosure Statement Notice will provide Patients notice, in plain language (in both English and Spanish), of, among other things, (i) the filing of the Proposed Plan and Proposed Disclosure Statement, (ii) the hearing date and deadline for filing objections to the Proposed Disclosure Statement, and (iii) instructions on how to obtain copies of the Proposed Plan, the Proposed Disclosure Statement, this Motion, and other documents filed in the chapter 11 cases.

The Patient Disclosure Statement Notice will also include a QR code that provides Patients easy access to the Proposed Plan and the Proposed Disclosure Statement.

25. As set forth in the Debtors' motion seeking entry of the Bar Date Order (as defined below),⁴ to the best of the Debtors' knowledge and belief, the overwhelming majority of Patients do not hold claims against the Debtors and, thus, were not listed as creditors in the Debtors' Schedules (as defined below). Nevertheless, and out of abundance of caution, the Debtors provided a simplified notice of the Bar Date (as defined below) to all Patients. Since the Bar Date has not yet passed, the Debtors believe it is similarly prudent to provide notice of the Disclosure Statement Hearing to Patients for informational purposes and out of an abundance of caution. However, given the volume of Patients, the cost associated with noticing, and the potentially confusing content of the more formal Disclosure Statement Notice, the Debtors will send Patients the simplified one-page Patient Disclosure Statement Notice, similar to the process approved in the Bar Date Order. KCC estimates mailing the proposed one-page Patient Disclosure Statement Notice to Patients in lieu of the full Disclosure Statement Notice will save the Debtors' estates approximately \$300,000.⁵

26. Bankruptcy courts in this District and others have previously authorized debtors to use short-form notices as a cost-efficient alternative to standard mailings, including previously in these chapter 11 cases. *See, e.g.*, Bar Date Order ¶¶ 10, 13; *see also In re TK*

⁴ *See Motion of Debtors for Entry of Order (I) Establishing a General Bar Date to File Proofs of Claim, (II) Establishing a Bar Date to File Proofs of Claim by Governmental Units, (III) Establishing a Rejection Damages Bar Date, (IV) Establishing an Amended Schedules Bar Date, (V) Approving the Form and Manner for Filing Proofs of Claim, (VI) Approving the Proposed Notices of Bar Dates, (VII) Approving Procedures with Respect to Service of the Proposed Notice of Bar Dates, and (VIII) Granting Related Relief* [Docket No. 165] at ¶ 24.

⁵ KCC estimates the cost of mailing the full Disclosure Statement Notice to approximately one million Patients would exceed \$1.4 million, as opposed to the proposed one-page Patient Disclosure Statement Notice, which would likely cost approximately \$1.1 million (which estimated amount is inclusive of the costs of printing, envelopes, postage, and labor).

Holdings Inc., Case No. 17-11375 (BLS) (Bankr. D. Del. October 4, 2017) [Docket No. 959] (approving postcard notice to vehicle owners of important deadlines and information including notice of hearings on approval of disclosure statement and plan confirmation and related objection deadlines); *In re 24 Hour Fitness Worldwide, Inc.*, Case No. 20-11558 (KBO) (Bankr. D. Del. August 8, 2020) [Docket No. 785] (approving postcard notice for members and guests of a debtor health center operator, including information on plan and disclosure statement hearings); *Gander Mountain Co.*, Case No. 17-30673 (MER) (Bankr. D. Minn. Mar. 15, 2017) [Docket No. 96] (approving procedures for debtors' rewards group members to provide notice of, among other things, (i) the commencement of the chapter 11 cases via postcard notice, and (ii) voting deadline and confirmation hearing by email and posting notice on the Debtors' websites and social media accounts).

27. For the avoidance of doubt, any Patient listed as a known creditor in the Debtors' Schedules (*e.g.*, slip and fall claimants, medical malpractice claimants, etc.) or that files a proof of claim prior to the Bar Date, will receive the full Disclosure Statement Notice set forth above either in connection with the filing of this Motion or in a supplemental mailing upon filing a proof of claim.

28. The Debtors submit the foregoing procedures provide adequate notice of the Disclosure Statement Hearing for all purposes, including notice to Patients, and, accordingly, request that the Court approve such procedures as adequate.

IV. Approval of Procedures for the Filing of Objections to the Proposed Disclosure Statement

29. The Debtors propose the procedures described below for parties to object or respond to the approval of the Proposed Disclosure Statement (the "**Disclosure Statement Objection Procedures**").

30. The Debtors propose objections and responses, if any, to approval of the Proposed Disclosure Statement, must: (i) be in writing; (ii) conform to the applicable Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed, together with proof of service.

31. The Debtors further propose that registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses. All other parties-in-interest must file their objections and responses in writing, together with proof of service thereof, with the Clerk of the U.S. Bankruptcy Court for the District of Delaware, 824 Market Street N., 3rd Floor, Wilmington, Delaware 19801.

32. In accordance with Bankruptcy Rule 3017(a), any objection or response also must be served upon the following parties:

Debtors

Cano Health, Inc., *et al.*
9725 NW 117th Avenue
Miami, Florida 33178
Attn: Mark Kent, Chief Executive Officer
David Armstrong, General Counsel

Office of the U.S. Trustee

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33. Additionally, any objection or response will be served upon any other entity designated by the Court (collectively with the above, the “**Notice Parties**”) so as to be actually received by the Notice Parties no later than **April 29, 2024 at 5:00 p.m. (prevailing Eastern Time)**.

34. The Debtors submit, if there are objections to the Proposed Disclosure Statement, it will assist the Court and may streamline the Disclosure Statement Hearing if the Debtors reply to any such objections. Accordingly, the Debtors request they be authorized to file and serve an omnibus reply (the “**Omnibus Reply**”) to any such objections in accordance with Local Bankruptcy Rule 9006-1(d) and that the Court set **May 6, 2024 at 4:00 p.m. (prevailing Eastern Time)** as the deadline for filing and service of replies or an Omnibus Reply to any objections to approval of the Proposed Disclosure Statement.

35. Requiring objections and responses to the Proposed Disclosure Statement to be filed and served in accordance with the Disclosure Statement Objection Procedures will afford the Court, the Debtors, and other parties-in-interest sufficient time before the Disclosure Statement Hearing to consider and potentially resolve any objections and responses to the

Proposed Disclosure Statement. Based upon the foregoing, the Debtors respectfully request the Court find that the Disclosure Statement Objection Procedures comply with the requirements of Bankruptcy Rule 3017(a).

The Solicitation Procedures

36. In connection with the Proposed Disclosure Statement and Proposed Plan, the Debtors propose to implement the solicitation and balloting procedures described below. The Court entered an order on March 5, 2024 [Docket No. 252], authorizing the Debtors to retain and employ Kurtzman Carson Consultants, LLC (“KCC”) as their administrative advisor, pursuant to section 327(a) of the Bankruptcy Code to, among other things, implement the solicitation and balloting procedures described below.⁶

Parties Entitled to Vote

37. To expedite a determination as to which creditors and interest holders may vote on the Proposed Plan, the Debtors filed their schedule of assets and liabilities (collectively, as may be amended from time to time, the “Schedules”) beginning on March 7, 2024. In addition, on March 5, 2024, the Court entered an order [Docket No. 259] (the “Bar Date Order”) that, among other things, set (a) **April 22, 2024 at 5:00 p.m. (Prevailing Eastern Time)** as the deadline for any parties in interest other than Governmental Units (as defined by section 101(27) of the Bankruptcy Code) to file proofs of claims (the “Bar Date”) and (b) **August 2, 2024 at 5:00 p.m. (Prevailing Eastern Time)** as the deadline for Governmental Units to file proofs of claim (the “Governmental Bar Date”).

38. The Debtors propose the following classes (each a “Voting Class” and, collectively, the “Voting Classes”) are impaired but entitled to receive distributions under the

⁶ KCC was previously retained by the Debtors, pursuant to 28 U.S.C § 156(c), as claims and noticing agent in these chapter 11 cases by order dated February 6, 2024 [Docket No. 79].

Proposed Plan and, thus, may vote to accept or reject the Proposed Plan, subject to certain exceptions discussed below:

Class	Description
Class 3	First Lien Claims
Class 4	General Unsecured Claims

39. To the extent any of the following apply, a creditor who holds a Claim in a Voting Class is nonetheless **not** entitled to receive a ballot or vote to the extent that:

- (a) as of the Voting Record Date (as defined below), the outstanding amount of such claimant's Claim is zero (\$0.00);
- (b) as of the Voting Record Date, such claimant's Claim has been disallowed, expunged, superseded, disqualified or suspended;
- (c) such claimant is not scheduled in the Schedules, or such claimant has not filed a proof of claim as of the Voting Record Date and the Debtors scheduled such creditor's Claim in the Schedules in an undetermined amount or as contingent, unliquidated, or disputed, except as provided in paragraph 47 below; or
- (d) such claimant's Claim is subject to an objection or request for estimation as of the Voting Record Date, subject to the procedures set forth below.

40. Section 1126(f) of the Bankruptcy Code provides that, for the purposes of soliciting votes on confirmation of a plan of reorganization, "a class that is not impaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required." 11 U.S.C. § 1126(f).

41. The Proposed Plan does not impair certain Claims and Interests. Pursuant to section 1126 of the Bankruptcy Code, the holders of such Claims and Interests are unimpaired and, therefore, presumed to accept the Proposed Plan pursuant to section 1126(f) of the Bankruptcy Code. Moreover, holders of Claims and Interests in several classes are impaired and otherwise not entitled to receive a distribution under the Proposed Plan and, therefore, deemed to

reject pursuant to section 1126(g) of the Bankruptcy Code (collectively, the “**Non-Voting Creditors and Interest Holders**”).

42. Holders of Claims and/or Interests in the following classes (collectively, the “**Non-Voting Classes**”) constitute Non-Voting Creditors and Interest Holders who are not entitled to vote:

Class	Description	Impairment	Acceptance / Rejection
Class 1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 5	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 6	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 7	Existing Subsidiary Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 8	Existing CH LLC Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 9	Existing PCIH Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 10	Existing CHI Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

43. Because Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are presumed to accept the Proposed Plan, in an effort to conserve the resources of the Debtors’ estates, the Debtors propose to send to holders of such Claims and Interests, if any, a notice of non-voting status, substantially in the form annexed hereto as **Exhibit 3** (“**Notice of Non-Voting Status – Unimpaired Classes**”), which sets forth the manner in which a copy of the Proposed Plan and Proposed Disclosure Statement may be obtained. These Classes will also receive the Confirmation Hearing Notice (defined below). The Debtors submit that such notice satisfies the requirements of Bankruptcy Rule 3017(d). The Debtors request the Court determine

the Debtors are not required to distribute copies of the Proposed Plan or Proposed Disclosure Statement to any holder of an unimpaired Claim or Interest unless otherwise requested.

44. Subordinated Claims (Class 6) are subordinated pursuant to the Proposed Plan and section 510 of the Bankruptcy Code and shall not receive or retain any property under the Proposed Plan. Similarly, Existing CHI Interests (Class 10) are being cancelled and holders thereof shall neither receive nor retain any property under the Proposed Plan. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code, holders of such Claims and Interests are conclusively deemed to have rejected the Proposed Plan and, thus, are not entitled to vote. Holders of Existing PCIH Interests (Class 9) are either unimpaired or impaired pursuant to the Proposed Plan, and in either case, not entitled to vote. In the event of a Reorganization Transaction, non-Debtor holders of Existing PCIH Interests (Class 9) will not receive or retain any property under the Proposed Plan. The Debtors propose to send to holders of Claims in Class 6 (Subordinated Claims) and all known registered holders of Interests in Class 9 (Existing PCIH Interests) and Class 10 (Existing CHI Interests) a notice of non-voting status, substantially in the form annexed hereto as **Exhibit 4** (“**Notice of Non-Voting Status – Impaired Classes**”) and together with the **Notice of Non-Voting Status – Unimpaired Classes**, the “**Notices of Non-Voting Status**”) and the Confirmation Hearing Notice. The Debtors propose that all registered holders of Class 9 (Existing PCIH Interests) and Class 10 (Existing CHI Interests) served with a Notice of Non-Voting Status and Confirmation Hearing Notice be required to serve such notices on any holder for whose benefit such shares are registered.

45. With respect to Class 5 (Intercompany Claims), Class 7 (Existing Subsidiary Interests), and Class 8 (Existing CH LLC Interests), the Debtors request a waiver of any requirement to serve copies of the Proposed Plan, Proposed Disclosure Statement,

Confirmation Hearing Notice, the applicable Notice of Non-Voting Status, or any other type of notice in connection with solicitation of the Proposed Plan because such Claims and Interests are held by the Debtors and are either unimpaired or impaired pursuant to the Proposed Plan, and in either case, not entitled to vote.

V. Temporary Allowance / Disallowance of Claims

46. Pursuant to section 1126(a) of the Bankruptcy Code, the holder of an “allowed” claim may accept or reject a chapter 11 plan. Under the Bankruptcy Code, a class accepts a chapter 11 plan if (i) holders of two-thirds (2/3rds) in amount, and (ii) with respect to holders of claims, more than a majority in number of the allowed claims in such class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept a plan. 11 U.S.C. § 1126. Holders of claims or interests that fail to vote are not counted in determining the thresholds for acceptance of a plan. Bankruptcy Rule 3018(a) provides the “court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a).

47. Solely for purposes of voting to accept or reject the Proposed Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtors in any other context, each Claim within a Voting Class is temporarily Allowed in an amount equal to the amount of such Claim as set forth in the Schedules, the Proposed Plan, or in a properly and timely filed proof of claim, subject to the following exceptions:

- (a) as of the Voting Record Date, such creditor’s Claim relates to a debt or obligation the Debtors have already paid or otherwise satisfied;
- (b) if a proof of claim was filed by the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed such Claim shall be temporarily Allowed for voting purposes in the amount set forth on the

proof of claim, unless such Claim is disputed as set forth in subparagraph (f) below;

- (c) if a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by this Court;
- (d) if a proof of claim was filed by the Record Voting Date in an amount that is wholly contingent or unliquidated, such Claim shall be accorded one vote and valued temporarily in the amount of one dollar (\$1.00), unless such Claim is disputed as set forth in subparagraph (f) below;
- (e) if a Claim is listed in the Schedules or on a proof of claim filed by the Voting Record Date as contingent, unliquidated, or disputed in part, such Claim shall be temporarily Allowed in the amount of the non-contingent, liquidated, or undisputed portion of such Claim, unless such Claim is disputed as set forth in subparagraph (f) below;
- (f) if the Debtors have filed an objection to or a request for estimation of a Claim at least **ten (10) calendar days** before the Voting Deadline (as such date may be extended by order of the Court or on request by the Debtors), such Claim is temporarily disallowed, except as ordered by the Court before the Voting Deadline; *provided, however*, if the Debtors' objection seeks to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced amount and/or as reclassified, except as may be ordered by this Court before the Voting Deadline;
- (g) with respect to the Senior Notes Claims in Class 4, the Debtors shall be entitled to rely on the amounts of such Claims as set out in the register of holders as maintained by each of such holders' respective indenture trustee or nominee, as evidenced by the securities position report from the Depository Trust Company ("**DTC**");
- (h) with respect to First Lien Claims and First Lien Deficiency Claims, the Debtors shall be entitled to rely on the amounts of Loan Claims set forth in the register of lenders as maintained by each applicable First Lien Administrative Agent, which shall be provided by each applicable First Lien Administrative Agent to KCC no later than one (1) business day following the Voting Record Date; and
- (i) notwithstanding the above, any person or entity that was required to timely file a proof of claim in the form and manner specified by the Bar Date Order and who failed to do so on or before the Bar Date associated with such claim shall not, with respect to such claim, be treated as a creditor of the Debtors for the purposes of voting on the Proposed Plan.

48. The Debtors believe the foregoing proposed procedures provide for a fair and equitable voting process. If any creditor seeks to challenge the allowance of its claim for voting purposes, the Debtors propose that the creditor file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes in a different amount. The Debtors request that the Court (i) fix **May 24, 2024** (the “**Rule 3018(a) Motion Deadline**”) as the deadline for the filing and serving of motions pursuant to Bankruptcy Rule 3018(a) requesting temporary allowance of a movant’s Claim for purposes of voting (the “**Rule 3018(a) Motion(s)**”) and (ii) require that such Rule 3018(a) Motions be filed with the Bankruptcy Court and served on undersigned counsel and the other Notice Parties so as to be **actually received** not later than **5:00 p.m. (prevailing Eastern Time)** on the Rule 3018(a) Motion Deadline. The Debtors propose that the Court consider only those Rule 3018(a) Motions that have been timely filed and served in accordance with the provisions of this paragraph. The Debtors further propose that upon entry of an order of the Court granting a Rule 3018(a) Motion, such creditor’s Ballot (as defined below) be counted in accordance with the above designated guidelines, unless temporarily allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Proposed Plan.

49. With respect to the Senior Notes Claims held by brokers, banks, commercial banks, trust companies, dealers, or other agents or nominees (each a “**Nominee**” and, collectively, the “**Nominees**”) on behalf of the underlying beneficial holders (the “**Beneficial Holders**”), the Debtors propose that, solely for voting purposes, the voting amounts of those Claims shall be the amounts set forth on the books and records of the applicable Nominee as of the Voting Record Date as evidenced by the securities position report from DTC. To the extent there are any holders of Senior Notes Claims registered directly with

the Indenture Trustee (the “**Registered Holders**”), the Debtors propose that, solely for voting purposes, the voting amounts of those Claims shall be the amounts set forth on the books and records of the Indenture Trustee as of the Voting Record Date. The Indenture Trustee must provide a register of any such holders in electronic Microsoft Excel format to the Debtors no later than one (1) business day following the Voting Record Date.

VI. The Voting Record Date

50. Bankruptcy Rule 3017(d) provides, in relevant part, that, for the purposes of soliciting votes in connection with the confirmation of a plan of reorganization, “creditors and equity security holders [must] include holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” Fed. R. Bankr. P. 3017(d).

51. To identify and set the universe of creditors and Interest holders entitled to vote on the Proposed Plan, the Debtors request that the Court set **5:00 p.m. (prevailing Eastern Time) on the date of entry of the Proposed Order** as the date and time for determining which creditors are entitled to vote on the Proposed Plan (the “**Voting Record Date**”). With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package (as defined below) and, if the holder of such Claim is entitled to vote with respect to the Proposed Plan, cast a Ballot on account of such Claim only if: (i) all actions necessary to transfer such Claim are completed by the Voting Record Date; or (ii) the transferee files by the Voting Record Date (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the

transferee of such Claim shall be bound by any vote on the Proposed Plan made by the holder of such Claim as of the Voting Record Date.

52. In addition, the Debtors request the Court establish the Voting Record Date as the date for determining which creditors and Interest holders in Non-Voting Classes are entitled to receive a Notice of Non-Voting Status. The Debtors believe the Voting Record Date is appropriate, as it facilitates the determination of which creditors are entitled to vote on the Proposed Plan or, in the case of Non-Voting Creditors and Interest Holders, to receive the applicable Notice of Non-Voting Status.

VII. Approval of Solicitation Packages and Procedures for Distribution Thereof

53. Bankruptcy Rule 3017(d) lists the materials that must be provided to holders of Claims and Interests for the purpose of soliciting votes on a chapter 11 plan and providing adequate notice of the hearing to consider confirmation thereof. Specifically, Bankruptcy Rule 3017(d) provides, in relevant part, that:

[u]pon approval of a disclosure statement, — except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders — the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee:

- (a) the plan or a court-approved summary of the plan;
- (b) the disclosure statement approved by the court;
- (c) notice of the time within which acceptances and rejections of the plan may be filed; and
- (d) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d).

54. The Debtors propose to mail or cause to be mailed solicitation packages (the “**Solicitation Packages**”) containing the information described below as soon as practicable after entry of an order approving the Proposed Disclosure Statement (as approved, the “**Disclosure Statement**”) as containing adequate information pursuant to section 1125 of the Bankruptcy Code, but not later than five (5) business days after the date of entry of an order approving the Proposed Disclosure Statement (the “**Solicitation Date**”), to the U.S. Trustee and holders of Claims in the Voting Classes, as required by Bankruptcy Rule 3017(d).

55. In accordance with Bankruptcy Rule 3017(d), Solicitation Packages shall contain copies of:

- (a) the Proposed Order, as entered by the Court and without attachments;
- (b) the *Notice of (I) Approval of Disclosure Statement (II) Establishment of Voting Record Date, (III) Hearing on Confirmation of the Proposed Plan, (IV) Procedures for Objecting to the Confirmation of the Proposed Plan, and (V) Procedures and Deadline for Voting on the Proposed Plan*, in substantially the form of **Exhibit 1** to the Proposed Order (the “**Confirmation Hearing Notice**”);
- (c) a link to the Case Website containing the Proposed Plan and Proposed Disclosure Statement; and
- (d) if the recipient is entitled to vote on the Proposed Plan (as set forth herein), a Ballot (as defined below) customized for such holder (if applicable) and conforming to Official Bankruptcy Form No. B 314, in the form described below, and a postage-prepaid return envelope.⁷

56. The Proposed Plan and Proposed Disclosure Statement will be available at no charge via the internet at the Case Website. Any creditor entitled to receive a copy of the Proposed Plan and the Proposed Disclosure Statement may request an electronic copy on a USB

⁷ Official Bankruptcy Form No. B 314 can be found at <http://www.uscourts.gov/forms/bankruptcy-forms>, the official website for the United States Bankruptcy Courts. Additionally, service of the Solicitation Packages to Beneficial Holders of the Class 4 Senior Notes Claims by the Nominees may be performed electronically, or otherwise in their customary practice, in which case they may not contain pre-addressed stamped return envelopes.

flash drive or paper copy by contacting KCC in writing at Cano Health, Inc., *et al.*, Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccllc.net/CanoHealth/Inquiry>. Upon receipt of such request, the Debtors will provide such creditor or Interest holder with a USB flash drive or paper copy, as applicable, of the Proposed Plan and the Proposed Disclosure Statement at no cost to the creditor or Interest holder within five (5) days thereafter.

57. The Debtors will not mail Solicitation Packages to creditors that have Claims that have already been paid in full; *provided, however*, if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtors will send such creditor a Solicitation Package in accordance with the procedures set forth herein.

58. The Debtors anticipate the United States Postal Service may return some Solicitation Packages as undeliverable. The Debtors submit it is costly and wasteful to mail Solicitation Packages to the same addresses from which mail previously was returned as undeliverable. Therefore, the Debtors request the Court waive the strict notice rule and excuse the Debtors from mailing Solicitation Packages to addresses from which the Debtors received mailings returned as undeliverable, unless the Debtors are provided with a new mailing address sufficiently before the Voting Deadline.

59. The Debtors further request authority to make non-substantive changes to the Proposed Disclosure Statement, the Proposed Plan, and related documents without further order of the Court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Proposed Disclosure Statement, the Proposed Plan, and any other materials in the Solicitation Packages prior to mailing.

60. The Debtors submit they have shown good cause for implementing the proposed notice and service procedures and requests the Court's approval thereof.

VIII. Approval of Notices of Non-Voting Status

61. Bankruptcy Rule 3017(d) permits a court to order that the Proposed Plan and Proposed Disclosure Statement need not be mailed to unimpaired classes. In lieu thereof, a bankruptcy court may order that "notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent's expense, [and] notice of the time fixed for filing objections to and the hearing on confirmation" be mailed to such classes.

62. As discussed above, the Non-Voting Classes are (i) unimpaired and presumed to accept the Proposed Plan, and/or (ii) impaired and deemed to reject the Proposed Plan. Accordingly, the Debtors propose to mail to (a) holders of Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims), the Confirmation Hearing Notice and the Notice of Non-Voting Status – Unimpaired Classes, and (b) holders of Class 6 (Subordinated Claims), and all known registered holders of Class 9 (Existing PCIH Interests) and Class 10 (Existing CHI Interests), the Confirmation Hearing Notice and the Notice of Non-Voting Status – Impaired Classes, in lieu of a Solicitation Package. The Debtors are seeking a waiver of any requirement to serve the holders of Class 5 (Intercompany Claims), Class 7 (Existing Subsidiary Interests) and Class 8 (Existing CH LLC Interests) a Solicitation Package or the applicable Notice of Non-Voting Status.

63. Each Notice of Non-Voting Status provides (i) notice of the approval of the Proposed Disclosure Statement, (ii) notice of the filing of the Proposed Plan, (iii) notice of

the holder's non-voting status, and (iv) information on how to obtain copies of the Proposed Disclosure Statement and Proposed Plan.

64. The Debtors submit that mailing the applicable Notice of Non-Voting Status and Confirmation Hearing Notice to Non-Voting Classes satisfies the requirements of Bankruptcy Rule 3017(d). Accordingly, the Debtors request that the Court direct that the Solicitation Package need not be mailed to Non-Voting Creditors and Interest Holders.

IX. Approval of Forms of Ballots

65. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Bankruptcy Form No. B 314, to "creditors and equity security holders entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). The Debtors propose to distribute to holders of Claims and Interests in the Voting Classes that are otherwise eligible to vote, ballots substantially in the forms attached to the Proposed Order as **Exhibit 2-1, 2-2, 2-3** and **2-4** (collectively, the "**Ballots**"), which are incorporated herein by reference. Although the Ballots are based on Official Bankruptcy Form No. B 314, they have been modified to address the specific circumstances of these chapter 11 cases and to include certain additional information that the Debtors believe is relevant and appropriate for the Voting Classes.

66. Additionally, with respect to Ballots that will be sent to certain holders of Senior Notes Claims included in Class 4 that are entitled to vote on the Proposed Plan, the Debtors propose to deliver Ballots to record holders of such Claims, including, without limitation, the Nominees. Once the Voting Record Date has passed, the Debtors will cause to be distributed, to each Nominee, reasonably sufficient numbers of Solicitation Packages, including sufficient beneficial ballots (the "**Beneficial Ballots**"), to distribute via first class mail to the Beneficial Holders of such Claims as of the Voting Record Date for whom such Nominee acts.

The Debtors will also cause a Master Ballot (as defined below) to be distributed to each Nominee for use in tabulating votes cast on Beneficial Ballots submitted to such Nominee (as described more fully below). If it is a Nominee’s customary and accepted practice to forward the solicitation information to (and collect votes from) Beneficial Holders by voter information form (“VIF”), e-mail, telephone or other customary means of communication, the Nominee may employ that method of communication in lieu of sending the paper Beneficial Ballot and/or Solicitation Package.

67. The Debtors request the Court require such Nominees, upon receipt of the Solicitation Packages, to promptly distribute such Solicitation Packages including Beneficial Ballots (or a summary thereof) to Beneficial Holders using one of the following two methods (to be selected by the Nominee) within five (5) business days of receipt of the Solicitation Packages:

- (a) **Pre-Validated Ballots**: The Nominee may “pre-validate” a Beneficial Ballot by (i) signing the Beneficial Ballot; (ii) indicating on the Beneficial Ballot the amount and the account number of the Claims held by the Nominee for the Beneficial Holder; (iii) including a medallion guarantee stamp on the Beneficial Ballot, and (iv) forwarding such Beneficial Ballot (including the Nominee’s DTC participant number), together with the other materials requested to be forwarded, to the Beneficial Holder for voting. The Beneficial Holder must then complete the information requested in the Beneficial Ballot, and return the Beneficial Ballot directly to KCC in the pre-addressed, postage-paid return envelope so that it is RECEIVED by KCC on or before the Voting Deadline. A list of the Beneficial Holders to whom “pre-validated” Beneficial Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Voting Deadline.
- (b) **Master Ballots**: If the Nominee elects not to pre-validate Beneficial Ballots, the Nominee may obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Ballots, VIF, e-mail, or other customary method of collecting votes from a Beneficial Holder. If it is the Nominee’s customary internal practice to provide Beneficial Holders with an electronic link to solicitation materials (including, but not limited to, the Proposed Disclosure Statement and Proposed Plan), the Nominee may follow such customary practice in lieu of forwarding the flash drive or paper copies containing the Proposed Disclosure Statement and Proposed Plan. Each such Beneficial Holder

must then indicate his, her, or its vote on the Beneficial Ballot, complete the information requested on the Beneficial Ballot, review the certifications contained on the Beneficial Ballot, execute the Beneficial Ballot, and return the Beneficial Ballot to the Nominee. If it is the accepted practice for a Nominee to collect votes through a VIF, e-mail, or other customary method of communication, the Beneficial Holder shall follow the Nominee's instruction for completing and submitting its vote to the Nominee. After collecting the Beneficial Holders' votes, the Nominee should, in turn, complete a master ballot (the "**Master Ballot**") compiling the votes and other information from the Beneficial Holders, execute the Master Ballot, and deliver the Master Ballot to KCC so that it is RECEIVED by KCC on or before the Voting Deadline. All Beneficial Ballots returned by Beneficial Holders should either be forwarded to KCC (along with the Master Ballot) or retained by Nominees for inspection for at least one (1) year from the Voting Deadline. EACH NOMINEE SHOULD ADVISE ITS BENEFICIAL HOLDERS TO RETURN THEIR BENEFICIAL BALLOTS TO THE NOMINEE BY A DATE CALCULATED BY THE NOMINEE TO ALLOW IT TO PREPARE AND RETURN THE MASTER BALLOT TO KCC SO THAT IT IS RECEIVED BY KCC ON OR BEFORE THE VOTING DEADLINE.⁸

X. The Voting Deadline

68. Bankruptcy Rule 3017(c) provides that, "[o]n or before approval of [a] disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject [a] plan." Fed. R. Bankr. P. 3017(c). The Debtors anticipate completing substantially all mailing of the Solicitation Packages by the Solicitation Date. Based on such schedule, the Debtors propose that, to be counted as a vote to accept or reject the Proposed Plan, each Ballot must be properly executed, completed, and delivered to KCC: (i) by first-class mail (whether in the return envelope provided with each Ballot or otherwise); (ii) by overnight courier; by (iii) by hand delivery or (iv) via KCC's online balloting portal so that it is actually received by KCC no later than **June 17, 2024** (the "**Voting Deadline**"). The Debtors submit the

⁸ Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Proposed Plan from Beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

proposed 32-day solicitation period is a sufficient period within which creditors can make an informed decision whether to accept or reject the Proposed Plan.

69. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Debtors request authorization to accept Ballots from holders of claims in the Voting Classes (except for Senior Notes Claims Beneficial Holder Ballots and Master Ballots) via electronic, online transmissions, solely through a customized online balloting portal on the Case Website to be maintained by KCC (the “**E-Ballot Portal**”). To the extent there are any Registered Holders of Senior Notes Claims, the Debtors also request authorization to accept Ballots from these holders via the E-Ballot Portal. Parties entitled to vote may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the E-Ballot Portal (which allows a holder to submit an electronic signature). If applicable, instructions for electronic, online transmission of Ballots will be set forth on the forms of Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective. In addition, with respect to Senior Notes Claims, Nominees may return their Master Ballots via electronic mail to CanoBallots@kccllc.com.

XI. Tabulation Procedures

70. In addition, the Debtors request the following procedures apply to tabulating Ballots:

- (a) If a holder of a Claim casts more than one Ballot voting the same Claim(s) or Interest(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such holder’s intent, and thus, to supersede any prior Ballot.
- (b) If a holder of a Claim casts a Ballot that is properly completed, executed and timely returned to KCC, but does not indicate either an acceptance or rejection of the Proposed Plan, the Ballot will not be counted.

- (c) If a holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Proposed Plan, the Ballot will not be counted.
- (d) A holder of a Claim shall be deemed to have voted the full amount of its Claim or Interest in each Class and shall not be entitled to split its vote within a particular Class. Any Ballot that partially accepts and partially rejects the Proposed Plan will not be counted.
- (e) If a holder of a Claim casts Ballots received by KCC on the same day, but which are voted inconsistently, such Ballots will not be counted.
- (f) The following Ballots shall not be counted:
 - i. any Ballot received after the Voting Deadline, unless the Debtors shall have granted, or the Court shall have ordered, an extension of the Voting Deadline in writing with respect to such Ballot;
 - ii. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant or interest holder;
 - iii. any Ballot cast by a person or entity that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Proposed Plan;
 - iv. any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim or Interest in a Voting Class;
 - v. any unsigned Ballot, *provided, however*, that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;
 - vi. any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - vii. any Ballot transmitted to KCC by means not specifically approved herein.

- (g) If a Ballot is being signed by a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by KCC, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, authorized signatories should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
- (h) A holder of Claims in more than one Class must use separate Ballots for each Class of Claims, *provided, however*, that the Debtors will provide one ballot to holders of Class 3 First Lien Claims and Class 4 First Lien Deficiency Claims and such holders may submit one Ballot on account of their Class 3 First Lien Claims and their Class 4 First Lien Deficiency Claims; *provided, further*, that the Debtors shall tabulate all such Ballots in a manner that gives effect to the proportional Allowance of First Lien Claims and First Lien Deficiency Claims.
- (i) The Debtors, subject to any further order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Certification.
- (j) Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.
- (k) Unless waived by the Debtors, subject to further order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
- (l) The Debtors are authorized to enter into stipulations or other agreements with the holder of any Claim or Interest agreeing to the amount of a Claim or Interest for voting purposes.

71. In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to holders of Senior Notes Claims who hold their position through a Nominee:

- (a) if a Beneficial Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper

evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Beneficial Ballot of each Beneficial Holder for whom they are voting;

- (b) any vote returned to a Nominee by a Beneficial Holder (whether transmitted by Beneficial Ballot or other customary means of submitting a vote) will not be counted for purposes of acceptance or rejection of the Proposed Plan until such Nominee properly completes and delivers to KCC that Beneficial Ballot (properly validated) or a Master Ballot casting the vote of such Beneficial Holder;
- (c) if a Beneficial Holder holds Senior Notes Claims through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Ballot and each such Beneficial Holder should execute a separate Beneficial Ballot for each block of Claims in Class 4 (General Unsecured Claims) that it holds through any Nominee and must return each such Beneficial Ballot to the appropriate Nominee;
- (d) if a Beneficial Holder holding a Senior Notes Claim as a record Holder in its own name is permitted to vote on the Proposed Plan by completing and signing a Beneficial Holder Ballot and returning it directly to KCC on or before the Voting Deadline;
- (e) votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in Class 4 (General Unsecured Claims), as of the Voting Record Date, as evidenced by the applicable securities position report(s) obtained from DTC. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date;
- (f) if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Certification, the Debtors shall apply the votes to accept and to reject the Proposed Plan in the same proportion as the votes to accept and to reject the Proposed Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in Class 4 (General Unsecured Claims);
- (g) for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Claims in Class 4 (General Unsecured Claims), although any principal amounts may be adjusted by KCC to reflect the amount of the Claim actually voted, including prepetition interest;

- (h) a single Nominee may complete and deliver to KCC multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one vote to its Nominee whether via Beneficial Ballot or other acceptable voting method,
 - (i) the latest received valid vote before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Ballot submitted by the Beneficial Holder; and
 - (ii) the Nominee shall complete the Master Ballot accordingly; and
- (i) the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Solicitation Package and Beneficial Ballot to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes from Beneficial Holders with respect to the Proposed Plan.

72. To assist in the solicitation process, the Debtors request the Court grant KCC the authority to contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided, however*, KCC is not obligated to do so.

Confirmation

XII. The Confirmation Hearing

73. Bankruptcy Rule 3017(c) provides that, “[o]n or before approval of the disclosure statement, the court shall . . . fix a date for the hearing on confirmation” of a chapter 11 plan. Fed. R. Bankr. P. 3017(c). Pursuant to Bankruptcy Rule 2002(b), creditors must receive at least twenty-eight (28) days’ notice of a confirmation hearing. In accordance with these rules, and in view of the Debtors’ proposed solicitation schedule outlined herein, the Debtors request that a hearing on confirmation of the Proposed Plan (the “**Confirmation Hearing**”) be scheduled for **June 28, 2024**, or on such date and time as is convenient to the Court. The Confirmation Hearing may be adjourned or continued from time to time by the Court

or the Debtors without further notice other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court. The Debtors request the Court find that the proposed date for the Confirmation Hearing is in compliance with the Bankruptcy Rules and the Local Bankruptcy Rules, and will enable the Debtors to pursue confirmation of the Proposed Plan in a timely fashion.

XIII. Objection Procedures

74. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Bankruptcy Rule 2002(b) provides that parties must receive at least twenty-eight (28) days’ notice of the deadline for filing objections to confirmation. Accordingly, and in view of the Debtors’ proposed solicitation schedule outlined herein, the Debtors propose **June 17, 2024** as the deadline to object or respond to confirmation of the Proposed Plan (the “**Plan Objection Deadline**”).

75. The Debtors request that objections and responses, if any, to confirmation of the Proposed Plan: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ estates or property; (iv) provide the basis for the objection and the specific grounds thereof; and (v) be filed, together with proof of service.

76. The Debtors further request that registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the Clerk of the U.S. Bankruptcy Court for the District of Delaware, 824 Market Street N., 3rd Floor, Wilmington, Delaware 19801.

77. Any objection or response also must be served upon and received by the Notice Parties no later than the Plan Objection Deadline. Pursuant to Bankruptcy Rule 3020(b), “[i]f no objection is timely filed, the [C]ourt may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.” Fed. R. Bankr. P. 3020(b)(2).

78. The Debtors submit that, if there are objections to confirmation, it will assist the Court and may streamline the Confirmation Hearing if the Debtors file a reply to any such objections. Accordingly, the Debtors request they be authorized to file and serve an Omnibus Reply to any such objections in accordance with Local Bankruptcy Rule 9006-1(d) and that the Court set **June 25, 2024** (the “**Reply Deadline**”) as the deadline for filing and service of replies or an Omnibus Reply to any objections to confirmation of the Proposed Plan.

79. The Debtors also request the Court establish the Reply Deadline as the deadline for the Debtors to file their brief in support of confirmation of the Proposed Plan, the Voting Certification and any affidavits or declarations in support of confirmation of the Proposed Plan. In addition, the Debtors request any party in interest be permitted to file and serve a statement in support of confirmation of the Proposed Plan and/or reply to any objection to confirmation of the Proposed Plan by the Reply Deadline.

80. The Debtors respectfully request the Court approve the procedures for filing objections to the Proposed Plan and replies thereto and find that such procedures comply with Bankruptcy Rules 2002, 3017, and 3020.

XIV. Confirmation Hearing Notice

81. Pursuant to Bankruptcy Rule 3017(d), notice of a plan confirmation objection deadline and hearing must be provided to all creditors and equity security holders in

accordance with Bankruptcy Rule 2002. Bankruptcy Rules 2002(b) and (d) require notice to all creditors, the Indenture Trustee, and equity security holders of the time set for filing objections to, and the hearing to consider confirmation of a plan.

82. In accordance with the foregoing, by **no later than the Solicitation Date**, the Debtors propose to provide a copy of the Confirmation Hearing Notice setting forth, among other things, (i) the Voting Deadline; (ii) the Plan Objection Deadline and procedures for filing objections and responses to confirmation of the Proposed Plan; and (iii) the time, date, and place for the Confirmation Hearing, with service provided by electronic and/or first class mail on the Notice Parties. Those Patients that are either listed as a known creditor in the Debtors' Schedules (*e.g.*, slip and fall claimants, medical malpractice claimants, etc.) or that file proofs of claim prior to the Bar Date will receive the Confirmation Hearing Notice. The Debtors do not intend, nor do they believe it is required, that any further or additional notice of the Confirmation Hearing be sent to other Patients that are not creditors in these chapter 11 cases.

83. The Debtors submit the foregoing notice procedures comply with all notice requirements under Bankruptcy Rules 3017(d) and 2002(b) and (d). Accordingly, the Debtors request the Court find that such notice is due and proper and no further notice is necessary. Moreover, Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement notice." Fed. R. Bankr. P. 2002(l). The Debtors propose to publish the Confirmation Hearing Notice, with such modifications as the Debtors may be appropriate for purposes of publication (the "**Publication Notice**"), within 5 business days after entry of the Proposed Order, which will provide approximately 43 days' notice of the Confirmation Hearing, in the national edition of *The Wall Street Journal* and the local editions of the *Miami Herald* and the *South Florida Sun*

Sentinel and, in the Debtors' discretion, such trade or other local publications of general circulation as the Debtors shall determine. The Debtors believe publication of this notice will give sufficient notice of the Confirmation Hearing to persons who do not otherwise receive notice by electronic or first class mail.

Notice

84. Notice of this Motion will be provided to the following parties (each as defined in the First Day Declarations): (a) the Office of the United States Trustee for the District of Delaware (Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov) and Jon Lipshie, Esq. (Jon.Lipshie@usdoj.gov)); (b) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Kris Hansen (krishansen@paulhastings.com) and Erez Gilad (erezgilad@paulhastings.com)) and Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Justin R. Alberto (jalberto@coleschotz.com) and Andrew J. Roth-Moore (aroth-moore@coleschotz.com)), as counsel to the Creditors' Committee; (c) the Internal Revenue Service; (d) the U.S. Securities and Exchange Commission; (e) the United States Attorney's Office for the District of Delaware; (f) Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, NY 10166 (Attn: Scott J. Greenberg, Esq. (SGreenberg@gibsondunn.com), Michael J. Cohen, Esq. (MCohen@gibsondunn.com) and Christina M. Brown, Esq. (christina.brown@gibsondunn.com)) and Pachulski, Stang, Ziehl & Jones LLP, 919 North Market Street #1700, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and James O'Neill, Esq. (joneill@pszjlaw.com)), as counsel to the Ad Hoc DIP/First Lien Group; (g) ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor New York, NY 10019 (Attn: Jeffrey R. Gleit, Esq. (jeffrey.gleit@afslaw.com)), as counsel to the DIP Agent; (h) Freshfields Bruckhaus Deringer US LLP, 601 Lexington Avenue, New York, NY 10022 (Attn: Mark F. Liscio, Esq. (mark.liscio@freshfields.com) and Scott D. Talmadge, Esq.

(scott.talmadge@freshfields.com)), as counsel to the Agent under the CS Credit Agreement; (i) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020-1095, as counsel to the Side-Car Prepetition Administrative Agent; (j) U.S. Bank National Association, West Side Flats 60 Livingston Ave. EP-MN-WS3C Saint Paul, MN 55107 (Attn: Global Corporate Trust Services), the Indenture Trustee under the Senior Note Indenture; and (k) any other party entitled to notice pursuant to Bankruptcy Rule 2002.

85. The Debtors respectfully submit no further notice is required. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: March 22, 2024
Wilmington, Delaware

/s/ Michael J. Merchant

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*Attorneys for the Debtors
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----	X	
	:	Chapter 11
In re	:	
	:	Case No. 24–10164 (KBO)
CANO HEALTH, INC., et al.,	:	
	:	(Jointly Administered)
Debtors.¹	:	
	:	Obj. Deadline: April 29, 2024 at 5:00 p.m. (ET)
	:	Hearing Date: May 9, 2024 at 9:30 a.m. (ET)
	:	
-----	X	

NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on March 22, 2024, Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases, filed the *Motion of Debtors for Entry of Order (I) Approving Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Proposed Plan, and (V) Granting Related Relief* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that, any responses or objections to the Motion must be in writing and filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **April 29, 2024 at 5:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before The Honorable

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801 on **May 9, 2024 at 9:30 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

[Remainder of page intentionally left blank.]

Dated: March 22, 2024
Wilmington, Delaware

/s/ Michael J. Merchant

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*Attorneys for the Debtors
and the Debtors in Possession*

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----	X	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., et al.,	:	Case No. 24– 10164 (KBO)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
-----	X	

ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF PROPOSED PLAN, AND (V) GRANTING RELATED RELIEF

Upon the motion, dated March 22, 2024 (the “**Motion**”)² of Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for entry of order (i) approving of the form and manner of notice and hearing to consider the proposed *Disclosure Statement for the proposed Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 499] (the “**Proposed Disclosure Statement**”), (ii) approving of the Proposed Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, (iii) scheduling a hearing (the “**Confirmation Hearing**”) to consider confirmation of the proposed *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 498] (the “**Proposed Plan**”), (iv) approving the solicitation procedures for

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

the Proposed Plan, and (v) approving the confirmation procedures for the Proposed Plan pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the Bankruptcy Code, Rules 2002, 3003, 3017, 3018, 3020, and 9006 of the Bankruptcy Rules and Rules 2002-1, 3017-1, and 9006-1 of the Local Bankruptcy Rules, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion; and all objections to the Motion having been withdrawn, resolved or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND AND DETERMINED THAT:

A. Notice of the Disclosure Statement Hearing and Disclosure Statement Objection Deadline. The procedures proposed in the Motion providing notice to all parties, including Patients, of the time, date, and place of the hearing to consider approval of the Proposed Disclosure Statement (the “**Disclosure Statement Hearing**”) and the deadline for filing objections to the Proposed Disclosure Statement, provide due, proper, and adequate notice,

comport with due process and comply with Bankruptcy Rules 2002 and 3017 and Local Bankruptcy Rules 2002-1, 3017-1, and 9006-1. No further notice is required.

B. The Disclosure Statement. The Proposed Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. No further information is necessary.

C. Balloting and Voting Procedures. The procedures set forth in the Motion for the solicitation and tabulation of votes to accept or reject the Proposed Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

D. Ballots. The ballots substantially in the forms annexed hereto as Exhibit 2-1, 2-2, 2-3, and 2-4 (collectively, the “**Ballots**”), including all voting instructions provided therein, are consistent with Official Bankruptcy Form No. B 314, address the particular needs of these chapter 11 cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Proposed Plan. No further information or instructions are necessary.

E. Parties Entitled to Vote. Pursuant to the Proposed Plan, holders of Claims in Class 3 (First Lien Claims) and Class 4 (General Unsecured Claims) are impaired under the Proposed Plan. Accordingly, holders of Allowed Claims in such class are entitled to vote on account of such Claims.

F. Parties Not Entitled to Vote. Pursuant to the Proposed Plan, holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Proposed Plan and are not entitled to vote on account of such Claims. Holders of Claims in Class 6 (Subordinated Claims) and Class 10 (Existing CHI Interests) are impaired and

are not entitled to receive or retain property under the Proposed Plan. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code such holders are deemed to reject the Proposed Plan and are not entitled to vote on account of such claims. Holders of Interests in Class 5 (Intercompany Claims), Class 7 (Existing Subsidiary Interests), Class 8 (Existing CH LLC Interests), and Class 9 (Existing PCIH Interests) are either unimpaired and conclusively presumed to accept the Proposed Plan or are impaired and deemed to reject the Proposed Plan and are not entitled to vote on account of such claims.

G. Notices of Non-Voting Status. The Notices of Non-Voting Status, substantially in the forms attached hereto as **Exhibit 3** and **Exhibit 4**, comply with the Bankruptcy Code, applicable Bankruptcy Rules, and applicable Local Bankruptcy Rules and, together with the Confirmation Hearing Notice, provide adequate notice to Non-Voting Creditors and Interest Holders of their non-voting status. No further notice is necessary.

H. Solicitation. The proposed distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and Local Bankruptcy Rule 9006-1 and constitute sufficient notice to all interested parties of the Record Date, Voting Deadline, Plan Objection Deadline, Confirmation Hearing, and other related matters.

I. The period proposed by the Debtors in the Motion during which the Debtors may solicit votes to accept or reject the Proposed Plan is a reasonable and sufficient period of time for the Voting Classes to make an informed decision regarding whether to accept or reject the Proposed Plan and timely return Ballots evidencing such decision.

J. Notice of Confirmation Hearing and Plan Objection Deadline. The procedures set forth in the Motion regarding notice to all parties, including Patients, as applicable, of the time, date, and place of the hearing to consider confirmation of the Proposed

Plan (the “**Confirmation Hearing**”) and for filing objections or responses to the Proposed Plan, provide due, proper, and adequate notice, comport with due process and comply with Bankruptcy Rules 2002 and 3017 and Local Bankruptcy Rule 9006-1. No further notice is required.

K. Notice. All other notices to be provided pursuant to the procedures set forth in the Motion are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing. No further notice is required.

L. Relief is Warranted. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

Disclosure Statement

2. The Proposed Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is **APPROVED** (as approved, the “**Disclosure Statement**”).

3. All objections, if any, to the Disclosure Statement or Disclosure Statement procedures that have not been withdrawn or resolved as provided for in the record of the Hearing are overruled.

4. The form and manner of the notice of the hearing on the Disclosure Statement complied with all applicable Bankruptcy Rules and Local Bankruptcy Rules.

5. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the injunction, exculpation, and release provisions contained in Article X of the Proposed Plan, in accordance with Bankruptcy Rule 3016(c).

Solicitation and Voting Procedures

Temporary Allowance / Disallowance of Claims

6. Solely for purposes of voting to accept or reject the Proposed Plan and not for the purpose of the allowance of, or distribution on account of, a Claim or Interest, and without prejudice to the rights of the Debtors in any other context, each Claim within a Class of Claims entitled to vote to accept or reject the Proposed Plan is temporarily Allowed in an amount equal to the amount of such Claim as set forth in the Schedules, the Proposed Plan, or in a properly and timely filed proof of claim, subject to the following exceptions:

- (a) as of the Voting Record Date, such creditor's Claim relates to a debt or obligation that the Debtors have already paid or otherwise satisfied;
- (b) if a proof of claim was filed by the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed such Claim shall be temporarily Allowed for voting purposes in the amount set forth on the proof of claim, unless such Claim is disputed as set forth in subparagraph (f) below;
- (c) if a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by this Court;
- (d) if a proof of claim was filed by the Record Voting Date in an amount that is wholly contingent or unliquidated, such Claim shall be accorded one vote and valued temporarily in the amount of one dollar (\$1.00), unless such Claim is disputed as set forth in subparagraph (f) below;
- (e) if a Claim is listed in the Schedules or on a proof of claim filed by the Voting Record Date as contingent, unliquidated, or disputed in part, such Claim shall be temporarily Allowed in the amount of the non-contingent, liquidated, or undisputed portion of such Claim, unless such Claim is disputed as set forth in subparagraph (f) below;
- (f) if the Debtors have filed an objection to or a request for estimation of a Claim at least **ten (10) calendar days** before the Voting Deadline (as such date may be extended by order of the Court or on request by the Debtors), such Claim is temporarily disallowed, except as ordered by the Court before the Voting Deadline; *provided, however,* that, if the Debtors' objection seeks to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced

amount and/or as reclassified, except as may be ordered by this Court before the Voting Deadline;

- (g) with respect to the Senior Notes Claims in Class 4 (General Unsecured Claims), the Debtors shall be entitled to rely on the amounts of such Claims as set out in the register of holders as maintained by each of such holders' respective indenture trustee or nominee, as evidenced by the securities position report from the Depository Trust Company ("**DTC**");
- (h) with respect to First Lien Claims and First Lien Deficiency Claims, the Debtors shall be entitled to rely on the amounts of Loan Claims set forth in the register of lenders as maintained by each applicable First Lien Administrative Agent, which shall be provided by each applicable First Lien Administrative Agent to KCC no later than one (1) business day following the Voting Record Date; and
- (i) notwithstanding the above, any person or entity that was required to timely file a proof of claim in the form and manner specified by the Bar Date Order and who failed to do so on or before the Bar Date associated with such claim shall not, with respect to such claim, be treated as a creditor of the Debtors for the purposes of voting on the Proposed Plan.

7. **May 24, 2024** (the "**Rule 3018(a) Motion Deadline**") shall be the deadline for the filing and serving of any motion requesting temporary allowance of a Claim for purposes of voting pursuant to Bankruptcy Rule 3018(a) (the "**Rule 3018(a) Motion(s)**"). Rule 3018(a) Motions must be filed with the Court and served on the Notice Parties so as to be **actually received** not later than the Rule 3018(a) Motion Deadline.

8. With respect to Senior Notes Claims held by brokers, banks, commercial banks, trust companies, dealers, or other agents or nominees (collectively, the "**Nominees**") on behalf of the underlying beneficial holders (the "**Beneficial Holders**"), the Debtors propose that, solely for voting purposes, the voting amounts of those Claims shall be the amounts set forth on the books and records of the applicable Nominee as of the Voting Record as evidenced by the securities position report from DTC. To the extent that there are any holders of Senior Notes Claim registered directly with the Indenture Trustee (the "**Registered Holders**"), the Debtors propose that, solely for voting purposes, the voting amounts of those Claims shall be the amounts

set forth on the books and records of the Indenture Trustee as of the Voting Record Date. The Indenture Trustee must provide a register of any such holders in electronic Microsoft Excel format to the Debtors no later than one (1) business day following the Voting Record Date.

9. Nothing in this Order shall affect or limit any party's rights to object to any Proof of Claim or Rule 3018(a) Motion.

10. Each creditor that votes to accept or reject the Proposed Plan is deemed to have voted the full amount of its Claim therefor.

The Voting Record Date

11. The Voting Record Date shall be set as **5:00 p.m. (prevailing Eastern Time) on the date of entry of this Order**. Only holders of Claims as of the Voting Record Date shall be entitled to vote to accept or reject the Proposed Plan.

12. The record holders of Claims shall be determined, as of the Voting Record Date, based upon the records of the Debtors and KCC. Accordingly, any notice of claim transfer received by the record holder of the Debtors' debt securities, the Debtors, KCC, or other similarly situated registrar after the Voting Record Date shall not be recognized for purposes of voting or receipt of the Proposed Plan confirmation materials.

13. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the holder of such Claim is entitled to vote with respect to the Proposed Plan, cast a Ballot on account of such Claim only if: (i) all actions necessary to transfer such Claim are completed by the Voting Record Date; or (ii) the transferee files by the Voting Record Date (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer; and (b) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record

Date, the transferee of such Claim shall be bound by any vote on the Proposed Plan made by the holder of such Claim as of the Voting Record Date.

Solicitation Packages

14. The Solicitation Packages are **APPROVED**.

15. The Debtors shall mail the Solicitation Packages no later than **five (5) business days following the date of entry of this Order** (the “**Solicitation Date**”) to the U.S. Trustee and holders of Claims in the Voting Classes entitled to vote on the Proposed Plan as of the Voting Record Date, as required by Bankruptcy Rule 3017(d).

16. Solicitation Packages shall contain a copy of:

- a. this Order (without attachments);
- b. the Confirmation Hearing Notice;
- c. a link to the Debtors’ website page containing the Proposed Plan and Disclosure Statement; and
- d. a Ballot for the applicable Class and Holder if the recipient is entitled to vote on the Proposed Plan and a postage-prepaid return envelope.

17. Any creditor may request an additional copy of the Disclosure Statement (and attachments) in electronic format on a USB flash drive or paper format by telephone or by written request. Upon receipt of a telephonic or written request, the Debtors will provide such creditor with a USB flash drive or paper copy, as applicable, of the Proposed Plan and the Disclosure Statement at no cost to the creditor within five (5) days thereafter.

18. The Debtors shall not be required to send Solicitation Packages to creditors that have Claims that have already been paid in full; *provided, however*, that if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtors shall send such creditor a Solicitation Package in accordance with the procedures set forth herein.

19. With respect to addresses from which Solicitation Packages are returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the Proposed Plan to those entities listed at such addresses unless the Debtors are provided with accurate addresses for such entities before the Voting Deadline, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Proposed Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017.

Notices of Non-Voting Status

20. The Notices of Non-Voting Status are **APPROVED**.

21. To the holders of Claims and known registered holders of Interests in Non-Voting Classes, the Debtors shall send the applicable Notice of Non-Voting Status substantially in the forms attached hereto as **Exhibit 3** and **Exhibit 4**; *provided* that, the Debtors are not required to mail Solicitation Packages or the applicable Notice of Non-Voting Status to holders of Class 5 (Intercompany Claims), Class 7 (Existing Subsidiary Interests), and Class 8 (Existing CH LLC Interests).

22. All registered holders of Class 9 (Existing PCIH Interests) and Class 10 (Existing CHI Interests) served with a Notice of Non-Voting Status and Confirmation Hearing Notice shall be required to serve such notices on any holder for whose benefit such shares are registered.

Ballots

23. The Ballots, substantially in the form attached hereto as **Exhibit 2-1**, **2-2**, **2-3**, and **2-4** are **APPROVED**.

24. The Debtors are authorized to make non-substantive changes to the Ballots and related documents without further order of the Court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Ballots and any other materials in the Solicitation Packages prior to mailing.

25. The Voting Deadline shall be **June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)**.

26. All Ballots must be properly executed, completed, and delivered to KCC by first-class mail, overnight courier, or hand delivery so that they are **actually received** by KCC no later than the Voting Deadline. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Debtors request authorization to accept Ballots from holders of Claims in the Voting Classes via electronic, online transmissions, solely through a customized online balloting portal on the Debtors' case website to be maintained by KCC (the "**E-Ballot Portal**"). To the extent there are any Registered Holders of Senior Notes Claims, the Debtors also request authorization to accept Ballots from these holders via the E-Ballot Portal. Parties entitled to vote may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the E-Ballot Portal (which allows a holder to submit an electronic signature). If applicable, instructions for electronic, online transmission of Ballots will be set forth on the forms of Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. In addition, with respect to Senior Notes Claims, Nominees may return their Master Ballots via electronic mail to CanoBallots@kccllc.com.

27. With respect to Ballots that will be sent to certain holders of Senior Notes Claims, entitled to vote on the Proposed Plan, the Debtors propose to deliver Ballots to record holders of such Claims, including, without limitation, the Nominees. Once the Voting Record Date has passed, the Debtors will cause to be distributed, to each Nominee, reasonably sufficient numbers of Solicitation Packages, including sufficient Beneficial Ballots (the “**Beneficial Ballots**”), to distribute via first class mail to the Beneficial Holders of such Claims as of the Voting Record Date for whom such Nominee acts. The Debtors will also cause a Master Ballot (as defined below) to be distributed to each Nominee for use in tabulating votes cast on Beneficial Ballots submitted to such Nominee (as described more fully below). If it is a Nominee’s customary and accepted practice to forward the solicitation information to (and collect votes from) Beneficial Holders by voter information form (“**VIF**”), e-mail, telephone or other customary means of communication, the Nominee may employ that method of communication in lieu of sending the paper Beneficial Ballot and/or Solicitation Package.

28. Such Nominees shall, upon receipt of the Solicitation Packages, promptly distribute such Solicitation Packages to Beneficial Holders including Beneficial Ballots (or a summary thereof) using one of the following two methods (to be selected by the Nominee) within five (5) business days of receipt of the Solicitation Packages:

- (a) **Pre-Validated Ballots**: The Nominee may “pre-validate” a Beneficial Ballot by (i) signing the Beneficial Ballot; (ii) indicating on the Beneficial Ballot the amount and the account number of the Claims held by the Nominee for the Beneficial Holder; (iii) including a medallion guarantee stamp on the Beneficial Ballot, and (iv) forwarding such Beneficial Ballot (including the Nominee’s DTC participant number) and other materials requested to be forwarded, to the Beneficial Holder for voting. The Beneficial Holder must then complete the information requested in the Beneficial Ballot, and return the Beneficial Ballot directly to KCC so that it is RECEIVED by KCC on or before the Voting Deadline. A list of the Beneficial Holders to whom “pre-validated” Beneficial Ballots were

delivered should be maintained by Nominees for inspection for at least one (1) year from the Voting Deadline.

- (b) **Master Ballots:** If the Nominee elects not to pre-validate Beneficial Ballots, the Nominee may obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Ballots, VIF, e-mail, or other customary method of collecting votes from a Beneficial Holder. If it is the Nominee's customary internal practice to provide Beneficial Holders with an electronic link to solicitation materials (including, but not limited to, the Disclosure Statement and Proposed Plan), the Nominee may follow such customary practice in lieu of forwarding the flash drive or paper copies containing the Disclosure Statement and Proposed Plan. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Ballot, complete the information requested on the Beneficial Ballot, review the certifications contained on the Beneficial Ballot, execute the Beneficial Ballot, and return the Beneficial Ballot to the Nominee. If it is the accepted practice for a Nominee to collect votes through a VIF, e-mail, or other customary method of communication, the Beneficial Holder shall follow the Nominee's instruction for completing and submitting its vote to the Nominee. After collecting the Beneficial Holders' votes, the Nominee should, in turn, complete a master ballot (the "**Master Ballot**") compiling the votes and other information from the Beneficial Holders, execute the Master Ballot, and deliver the Master Ballot to KCC so that it is RECEIVED by KCC on or before the Voting Deadline. All Beneficial Ballots returned by Beneficial Holders should either be forwarded to KCC (along with the Master Ballot) or retained by Nominees for inspection for at least one (1) year from the Voting Deadline. EACH NOMINEE SHOULD ADVISE ITS BENEFICIAL HOLDERS TO RETURN THEIR BENEFICIAL BALLOTS TO THE NOMINEE BY A DATE CALCULATED BY THE NOMINEE TO ALLOW IT TO PREPARE AND RETURN THE MASTER BALLOT TO KCC SO THAT IT IS RECEIVED BY KCC ON OR BEFORE THE VOTING DEADLINE.³

Tabulation Procedures

29. The following tabulation procedures are **APPROVED**.
- (a) Whenever a holder of a Claim casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such holder's intent, and thus, to supersede any prior Ballot.

³ Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Proposed Plan from Beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

- (b) Whenever a holder of a Claim casts a Ballot that is properly completed, executed and timely returned to KCC, but does not indicate either an acceptance or rejection of the Proposed Plan, the Ballot will not be counted.
- (c) Whenever a holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Proposed Plan, the Ballot will not be counted.
- (d) A holder of a Claim shall be deemed to have voted the full amount of its Claim or Interest in each Class and shall not be entitled to split its vote within a particular Class. Any Ballot that partially accepts and partially rejects the Proposed Plan will not be counted.
- (e) Whenever a holder of a Claim casts Ballots received by KCC on the same day, but which are voted inconsistently, such Ballots will not be counted.
- (f) The following Ballots shall not be counted:
 - i. any Ballot received after the Voting Deadline, unless the Debtors shall have granted, or the Court ordered, an extension of the Voting Deadline in writing with respect to such Ballot;
 - ii. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant or interest holder;
 - iii. any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Proposed Plan;
 - iv. any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
 - v. any unsigned Ballot, *provided, however*, that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;
 - vi. any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - vii. any Ballot transmitted to KCC by means not specifically approved herein.
- (g) If a Ballot is being signed by a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by KCC, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder.

In addition, authorized signatories should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

- (h) A holder of Claims in more than one Class must use separate Ballots for each Class of Claims, *provided, however*, that the Debtors will provide one ballot to holders of Class 3 First Lien Claims and Class 4 First Lien Deficiency Claims and such holders may submit one Ballot on account of their Class 3 First Lien Claims and their Class 4 First Lien Deficiency Claims; *provided, further*, that the Debtors shall tabulate all such Ballots in a manner that gives effect to the proportional Allowance of First Lien Claims and First Lien Deficiency Claims.
- (i) The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Certification.
- (j) Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.
- (k) Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
- (l) The Debtors are authorized to enter into stipulations or other agreements with the holder of any Claim agreeing to the amount of a Claim for voting purposes.

30. In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to holders of Senior Notes Claims who hold their position through a Nominee:

- (a) if a Beneficial Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Beneficial Ballot of each Beneficial Holder for whom they are voting;

- (b) any vote returned to a Nominee by a Beneficial Holder (whether transmitted by Beneficial Ballot or other customary means of submitting a vote) will not be counted for purposes of acceptance or rejection of the Proposed Plan until such Nominee properly completes and delivers to the KCC that Beneficial Ballot (properly validated) or a Master Ballot casting the vote of such Beneficial Holder;
- (c) if a Beneficial Holder holds Claims in Class 4 (General Unsecured Claims) through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Ballot and each such Beneficial Holder should execute a separate Beneficial Ballot for each block of Claims in Class 4 (General Unsecured Claims) that it holds through any Nominee and must return each such Beneficial Ballot to the appropriate Nominee;
- (d) if a Beneficial Holder holding a Senior Notes Claim as a record Holder in its own name is permitted to vote on the Proposed Plan by completing and signing a Beneficial Holder Ballot and returning it directly to KCC on or before the Voting Deadline;
- (e) votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in Class 4 (General Unsecured Claims), as of the Voting Record Date, as evidenced by the applicable securities position report(s) obtained from DTC. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date;
- (f) if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Certification, the Debtors shall apply the votes to accept and to reject the Proposed Plan in the same proportion as the votes to accept and to reject the Proposed Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in Class 4 (General Unsecured Claims);
- (g) for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Senior Notes Claims, although any principal amounts may be adjusted by KCC to reflect the amount of the Claim actually voted, including prepetition interest;
- (h) a single Nominee may complete and deliver to KCC multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of

such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one vote to its Nominee whether via Beneficial Ballot or other acceptable voting method; (i) the latest received valid vote before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Ballot submitted by the Beneficial Holder; and (ii) the Nominee shall complete the Master Ballot accordingly; and

- (i) the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Solicitation Package and Beneficial Ballot to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes from Beneficial Holders with respect to the Proposed Plan.

31. To assist in the solicitation process, KCC may contact parties that submit incomplete or otherwise deficient ballots to make a reasonable effort to cure such deficiencies; *provided, however,* that KCC is not obligated to do so.

The Confirmation Hearing

32. The Confirmation Hearing shall be held on **June 28, 2024 at 9:30 a.m. (prevailing Eastern Time)**; *provided, however,* that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice, including adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.

Plan Supplement

33. The Debtors are authorized to file and serve a supplement to the Proposed Plan on or before **May 21, 2024**, and to further supplement such plan supplement as necessary thereafter.

34. The deadline to object or respond to confirmation of the Proposed Plan shall be **June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)**.

35. Objections and responses, if any, to confirmation of the Proposed Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) set forth the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed, together with proof of service.

36. Registered users of this Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk's Office, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

37. Pursuant to Bankruptcy Rule 3017, any objection or response also must be served upon and received by the following parties by no later than the Plan Objection Deadline:

Debtors

Cano Health, Inc., *et al.*
9725 NW 117th Avenue
Miami, Florida 33178
Attn: Mark Kent, Chief Executive Officer
David Armstrong, General Counsel

Office of the U.S. Trustee

Office of the U.S. Trustee for
the District of Delaware
844 King Street
Suite 2207, Lockbox 35
Wilmington, Delaware 19801
Attn: Benjamin A. Hackman, Esq.
Jon Lipshie, Esq.
Email: Benjamin.A.Hackman@usdoj.gov
Jon.Lipshie@usdoj.gov

Counsel to the Debtors

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Gary T. Holtzer, Esq.
Jessica Liou, Esq.
Matthew P. Goren, Esq.
Kevin Bostel, Esq.
Email: gary.holtzer@weil.com
jessica.liou@weil.com
matthew.goren@weil.com
kevin.bostel@weil.com

Counsel to the Ad Hoc First Lien Group

Gibson, Dunn & Crutcher LLP
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New York, NY 10166
Attn: Scott J. Greenberg, Esq.
Michael J. Cohen, Esq.
Christina M. Brown, Esq.
Email: SGreenberg@gibsondunn.com
MCohen@gibsondunn.com
Christina.Brown@gibsondunn.com

Pachulski, Stang, Ziehl & Jones LLP
919 North Market Street #1700
Wilmington, Delaware 19801
Attn: Laura Davis Jones, Esq.
James O'Neill, Esq.
Email: ljones@pszjlaw.com
joneill@pszjlaw.com

Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement

Freshfields Bruckhaus Deringer US LLP
601 Lexington Avenue
New York, NY 10022
Attn: Mark F. Liscio, Esq.
Scott D Talmadge, Esq.
Email: mark.liscio@freshfields.com
scott.talmadge@freshfields.com

Co-Counsel to the Debtors

Richards, Layton, & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attn: Michael J. Merchant, Esq.
Amanda R. Steele, Esq.
Email: merchant@RLF.com
steele@rlf.com

Counsel to the DIP Agent

ArentFox Schiff LLP
1301 Avenue of the Americas,
42nd Floor
New York, NY 10019
Attn: Jeffrey R. Gleit, Esq.
Email: jeffrey.gleit@afslaw.com

Counsel to JPMorgan Chase Bank, N.A., Administrative Agent and Collateral Agent under Side-Car Credit Agreement

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attn: Kerrick Seay, Esq.
David Ridley, Esq.
Andrew Zatz, Esq.
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David.Ridley@whitecase.com
azatz@whitecase.com

*Counsel to U.S. Bank National Association
Indenture Trustee for the Senior Notes U.S.
Bank National Association*
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Kristin S. Elliott, Esq.
Email: jcarr@kelleydrye.com
kelliott@kelleydrye.com

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erezgilad@paulhastings.com

Cole Schotz P.C.
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Attn: Justin R. Alberto, Esq.
Andrew J. Roth-Moore, Esq.
Email: jalberto@coleschotz.com
aroth-moore@coleschotz.com

38. Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the Proposed Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

39. Objections to confirmation of the Proposed Plan that are not timely filed, served and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

40. The Debtors are authorized to file and serve replies or an omnibus reply to any such objections along with their brief in support of confirmation of the Proposed Plan either separately or by a single, consolidated reply, the Voting Certification and any affidavits or declarations in support of confirmation of the Proposed Plan on or before **June 25, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the “**Reply Deadline**”). In addition, any party in interest may file and serve a statement in support of confirmation of the Proposed Plan and/or a reply to any objections to confirmation of the Proposed Plan by the Reply Deadline.

Confirmation Hearing Notice

41. The Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 1** is **APPROVED**, and provides due, proper, and adequate notice, comports with due process and complies with Bankruptcy Rules 2002 and 3017 and Local Rule 9006-1.

42. The Debtors shall publish the Publication Notice within 5 business days of entry of this Order in the national edition of *The Wall Street Journal* and the local editions of the *Miami Herald* and the *South Florida Sun Sentinel* and shall be authorized (but not required) to publish the Publication Notice in such trade or other local publications of general circulation as the Debtors shall determine.

General

43. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Proposed Plan, the Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Proposed Plan, and any other materials in the Solicitation Packages prior to mailing.

44. The Debtors are authorized to take all steps necessary or appropriate to carry out this Order.

45. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B-1

Disclosure Statement Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----	X	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., et al.,	:	Case No. 24-10164 (KBO)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	:	Obj Deadline: April 29, 2024
	:	Hearing Date: May 9, 2024
-----	X	

**NOTICE OF HEARING TO CONSIDER APPROVAL OF
PROPOSED DISCLOSURE STATEMENT FOR JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS**

TO ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE THAT on March 22, 2024, Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), filed the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated March 22, 2024 [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Proposed Plan**”)² and the proposed *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated March 22, 2024 [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the “**Proposed Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE THAT:

1. A hearing (the “**Hearing**”) will be held before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **May 9, 2024 at 9:30 a.m. (prevailing Eastern Time)**, to consider entry of an order determining, among other things, that the Proposed Disclosure Statement contains “adequate information” within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and approving the Proposed Disclosure Statement.

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Proposed Disclosure Statement or the Proposed Plan, as applicable, or as the context otherwise requires.

2. Any party in interest wishing to obtain a copy of the Proposed Disclosure Statement and the Proposed Plan should contact KCC, the Debtors' solicitation agent, in writing at Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccllc.net/CanoHealth/Inquiry>. Interested parties may also review the Proposed Disclosure Statement and the Proposed Plan free of charge at <https://www.kccllc.net/CanoHealth>. In addition, the Proposed Disclosure Statement and Proposed Plan are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. Copies of the Proposed Disclosure Statement and Proposed Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

3. Objections, if any, to approval of the Proposed Disclosure Statement must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors' estates or property; (iv) provide the basis for objection and specific grounds thereof, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court and served so that they are **actually received** by the following parties no later than **April 29, 2024 at 5:00 p.m. (prevailing Eastern Time)**:

Debtors

Cano Health, Inc., et al.
9725 NW 117th Avenue
Miami, Florida 33178
Attn: Mark Kent, Chief Executive Officer
David Armstrong, General Counsel

Office of the U.S. Trustee

Office of the U.S. Trustee for
the District of Delaware
844 King Street
Suite 2207, Lockbox 35
Wilmington, Delaware 19801
Attn: Benjamin A. Hackman, Esq.
Jon Lipshie, Esq.
Email: Benjamin.A.Hackman@usdoj.gov
Jon.Lipshie@usdoj.gov

Counsel to the Debtors

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Jessica Liou, Esq.
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Counsel to the Ad Hoc First Lien Group

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Michael J. Cohen, Esq.
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Pachulski, Stang, Ziehl & Jones LLP

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James O'Neill, Esq.
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Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement

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Co-Counsel to the Debtors

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Counsel to the DIP Agent

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Indenture Trustee for the Senior Notes U.S.
Bank National Association***
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kelliott@kelleydrye.com

Counsel to the Creditors' Committee
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New York, New York 10166
Attn: Kris Hansen, Esq.
Erez Gilad, Esq.
Email: krishansen@paulhastings.com
erezgilad@paulhastings.com

Cole Schotz P.C.
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Attn: Justin R. Alberto, Esq.
Andrew J. Roth-Moore, Esq.
Email: jalberto@coleschotz.com
aroth-moore@coleschotz.com

4. IF AN OBJECTION TO THE PROPOSED DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE PROPOSED DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

5. The Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Debtors may modify the Proposed Disclosure Statement, if necessary, prior to, during, or as a result of the Hearing without further notice.

Scan the QR code below to view the Proposed Plan and Proposed Disclosure Statement.



Dated: _____, 2024
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
920 North King Street
Wilmington, Delaware 19801
Telephone: 302-651-7700
Email: collins@rlf.com
merchant@rlf.com
steele@rlf.com

-and-

WEIL, GOTSHAL & MANGES LLP

Gary T. Holtzer (admitted *pro hac vice*)
Jessica Liou (admitted *pro hac vice*)
Matthew P. Goren (admitted *pro hac vice*)
Kevin Bostel (admitted *pro hac vice*)
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matthew.goren@weil.com
kevin.bostel@weil.com

*Attorneys for the Debtors
and the Debtors in Possession*

EXHIBIT B-2

Patient Disclosure Statement Notice



Cano Health, Inc. and certain of its subsidiaries (the “**Debtors**”) filed for chapter 11 bankruptcy on February 4, 2024. You are receiving this notice because you are a current or former patient of the Debtors. You are **not** the subject of any lawsuit or legal action. The Debtors continue to operate in the ordinary course and intend to restructure their finances and emerge from chapter 11 in short order. These chapter 11 cases do not impact your health insurance or medical coverage and you may continue to see all of your regular Cano doctors and other health care providers in the ordinary course. Although you are receiving this notice, it does not mean you need to take any action at this time.

This notice is solely to inform you, along with other potentially interested parties, that the Bankruptcy Court will hold a hearing to consider, among other things, the adequacy of the Debtors’ proposed disclosure statement [Docket No. 499] (the “**Disclosure Statement**”) as well as certain proposed procedures relating to the solicitation and tabulation of votes on their chapter 11 plan of reorganization [Docket No. 498] (the “**Plan**”).

The Plan and the Disclosure Statement were filed on March 22, 2024. The Plan is the document that addresses the Debtors’ pre-bankruptcy claims and interests and will implement the transactions that will allow the Debtors to emerge from chapter 11 bankruptcy. The Disclosure Statement describes the Plan and provides other information relevant to creditors that may be entitled to vote on the Plan.

The hearing to consider approval of the Disclosure Statement will be held before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **May 9, 2024 at 9:30 a.m.** (prevailing Eastern Time) (the “**Hearing**”), with objections due by no later than **April 29, 2024 at 5:00 p.m.** (prevailing Eastern Time) (the “**Objection Deadline**”). The Hearing may be adjourned from time to time without further notice. The Debtors may modify the Disclosure Statement, if necessary, prior to, during, or as a result of the Hearing without further notice.

Objections, if any, to approval of the Disclosure Statement must: (i) be in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware; (iii) set forth the name of the objecting party and the nature and amount of claims or interests held or asserted by such party against the Debtors’ estates or property; (iv) provide the basis for objection and specific grounds thereof, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court and served so that they are **actually received** by the Objection Deadline.

If you wish to obtain a copy of the Disclosure Statement, the Plan, the proposed solicitation procedures, or any other pleadings filed in the chapter 11 cases, you may do so by: (i) visiting KCC’s website at: <https://www.kccllc.net/CanoHealth>, (ii) calling KCC at (888) 251-2679 (toll free) or (310) 751-2609 (int’l), and/or (iii) writing via hard copy to: Cano Health, Inc. et al., Claims Processing Center c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245. If you wish to register your email address to request electronic notice for the duration of the chapter 11 cases, please register at: <https://www.kccllc.net/CanoHealth>.

The Debtors and their advisors are unable to provide you with any legal advice. To the extent you seek legal or other professional advice, please consult with your own lawyer or advisor. If you have any questions about this notice or the Debtors’ chapter 11 cases, please call our dedicated hotline at (888) 251-2679 (toll free) or (310) 751-2609 (int’l) or visit <https://www.kccllc.net/CanoHealth/Inquiry>.

Scan the QR code below to view the Proposed Plan and Proposed Disclosure Statement.



EXHIBIT 1

Confirmation Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	x	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., et al.,	:	Case No. 24–10164 (KBO)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	:	Obj Deadline: June 17, 2024
	:	Hearing Date: June 28, 2024
	x	

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING
ON CONFIRMATION OF THE PROPOSED PLAN, (IV) PROCEDURES
FOR OBJECTION TO THE CONFIRMATION OF THE PROPOSED PLAN,
(V) PROCEDURES AND DEADLINE FOR VOTING ON THE PROPOSED PLAN**

TO ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** On [●], 2024, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed on March 22, 2024 [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the “**Disclosure Statement**”)² in Cano Health, Inc. and its debtor affiliates’ chapter 11 cases (collectively, the “**Debtors**”), and thereafter entered an order (the “**Order**”) with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept or reject the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed on March 22, 2024 [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Proposed Plan**”).

2. **Confirmation Hearing.** A hearing to consider confirmation of the Proposed Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens,

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Proposed Plan (as defined herein), as applicable, or as the context otherwise requires.

United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **June 28, 2024 at 9:30 a.m. (prevailing Eastern Time)**. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Proposed Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. ***Voting Record Date.*** The following holders of Claims and/or Interests against the Debtors as of **5:00 p.m. (prevailing Eastern Time) on [●], 2024** (the “**Voting Record Date**”) are entitled to vote on the Proposed Plan:

Class	Description
Class 3	First Lien Claims
Class 4	General Unsecured Claims

4. ***Voting Deadline.*** All votes to accept or reject the Proposed Plan must be **actually received** by the Debtors’ voting and tabulation agent, Kurtzman Carson Consultants LLC (“**KCC**”), by no later than **June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the “**Voting Deadline**”). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. ***Parties in Interest Not Entitled to Vote.*** Holders of Unimpaired Claims and/or Interests in classes deemed to accept the Proposed Plan are not entitled to vote and will not receive a Ballot. In addition, holders of impaired Claims in classes deemed to reject the Proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors’ objection to your Claim and believe that you should be entitled to vote on the Proposed Plan; or (ii) the Debtors’ classification or request for estimation of your Claim and believe that you should be entitled to vote on the Proposed Plan in a different amount or class, then you must serve on the parties identified in paragraph 8 below and file with the Bankruptcy Court a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Proposed Plan. All Rule 3018(a) Motions must be filed on or before **May 24, 2024 at 5:00 p.m. (prevailing Eastern Time)**. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any creditor filing a Rule 3018(a) Motion, such creditor’s Ballot will be counted as provided in the Order except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact KCC in writing at Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccllc.net/CanoHealth/Inquiry>, or by telephone at 1-888-251-2679 (Domestic) or 310-751-2609 (International) to receive an appropriate Ballot for

any Claim for which a Proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted.

6. ***Objections to Confirmation.*** The deadline to object or respond to confirmation of the Proposed Plan is **June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the “**Plan Objection Deadline**”).

7. Objections and responses, if any, to confirmation of the Proposed Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed, together with proof of service.

8. Registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk’s Office, 824 Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801 to the attention of the chambers of the Honorable Karen B. Owens, United States Bankruptcy Judge.

Any objections or responses must be served so that they are **actually received** by the following parties no later than the Plan Objection Deadline:

Debtors

Cano Health, Inc., *et al.*
9725 NW 117th Avenue
Miami, Florida 33178
Attn: Mark Kent, Chief Executive Officer
David Armstrong, General Counsel

Office of the U.S. Trustee

Office of the U.S. Trustee for
the District of Delaware
844 King Street
Suite 2207, Lockbox 35
Wilmington, Delaware 19801
Attn: Benjamin A. Hackman, Esq.
Jon Lipshie, Esq.
Email: Benjamin.A.Hackman@usdoj.gov
Jon.Lipshie@usdoj.gov

Counsel to the Debtors

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Gary T. Holtzer, Esq.
Jessica Liou, Esq.
Matthew P. Goren, Esq.
Kevin Bostel, Esq.
Email: gary.holtzer@weil.com
jessica.liou@weil.com
matthew.goren@weil.com
kevin.bostel@weil.com

Co-Counsel to the Debtors

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Counsel to the Ad Hoc First Lien Group

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200 Park Ave
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Michael J. Cohen, Esq.
Christina M. Brown, Esq.
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***Counsel to Credit Suisse AG, Cayman Islands
Branch, Administrative Agent and Collateral
Agent under the CS Credit Agreement***

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Administrative Agent and Collateral Agent
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Indenture Trustee for the Senior Notes U.S.
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Andrew J. Roth-Moore, Esq.
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aroth-moore@coleschotz.com

9. IF ANY OBJECTION TO CONFIRMATION OF THE PROPOSED PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PROPOSED PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.

10. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Proposed Plan should contact the Debtors' voting and tabulation agent, KCC, in writing: Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccllc.net/CanoHealth/Inquiry>. Interested parties may also review the Disclosure Statement and the Proposed Plan free of charge at <https://www.kccllc.net/CanoHealth>. In addition, the Disclosure Statement and Proposed Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. Copies of the Disclosure Statement and Proposed Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN THE PROPOSED PLAN**

11. **Releases, Exculpation, and Injunctions under Article X of the Proposed Plan. Please be advised that under Article X of the Proposed Plan:**

12. **Releases by the Debtors**

As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the

Released Parties³ shall be deemed released and discharged by the Debtors, the Post-Emergence Entities, and the Estates, and any Person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Post-Emergence Entities, or the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Post-Emergence Entities, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Post-Emergence Entities, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between the Debtors and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Proposed Plan, and the Definitive Documents, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Proposed Plan, or any other act or omission, 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 Section 10.6(a) of the Proposed Plan shall be construed to release the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order.

13. Releases by Holders of Claims and Interests

As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for

³ ***Released Parties*** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) each Consenting Creditor, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, and (p) with respect to each of the foregoing entities in clauses (a) through (o), all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (i) the Debtors' current officers and directors employed at any time between the Petition Date and the Effective Date shall be Released Parties under the Proposed Plan and (ii) except as specifically identified in the Plan Supplement (with the consent of the Requisite Consenting Creditors), the Debtors' former officers and directors shall not be Released Parties under the Proposed Plan.

good and valuable consideration, except as specifically set forth elsewhere in the Proposed Plan, the Releasing Parties⁴ 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 and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Post-Emergence Entities, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Proposed Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Proposed Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

14. Exculpation

Notwithstanding anything in the Proposed Plan to the contrary, and 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 claim in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement, the Restructuring Transactions, the Proposed Plan, or the solicitation of votes for, or confirmation of, the

⁴ *Releasing Parties* means, collectively, each in its capacity as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) the Consenting Creditors, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth herein; *provided*, that, if a Person or Entity is not a "Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

Proposed Plan, the funding or consummation of the Proposed Plan (including the Plan Supplement), the Patient Care Ombudsman’s evaluations, reports, pleadings, or other writings filed by or on behalf of the Patient Care Ombudsman in or in connection with the Chapter 11 Cases, the Definitive Documents, or any related agreements, instruments, or other documents, the solicitation of votes on the Proposed Plan, the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the Proposed Plan, whether or not such distribution occurs following the Effective Date, the occurrence of the Effective Date, the Sale Process, negotiations regarding or concerning any of the foregoing, or the administration of the Proposed Plan or property to be distributed under the Proposed Plan, except for actions determined by Final Order to constitute gross negligence, willful misconduct, or intentional fraud. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties⁵ from liability.

15. Injunction

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Proposed Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Proposed Plan.

(b) Except as expressly provided in the Proposed Plan, 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 any or all of 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 Proposed Plan or are presumed to have accepted or deemed to have rejected the Proposed Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, released, or treated pursuant to the Proposed Plan from (i) commencing, conducting, or

⁵ ***Exculpated Parties*** means, collectively, in each case, solely in their capacities as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) the Debtors’ managers, directors, and officers who served at any time between the Petition Date and the Effective Date, (d) Professionals retained by order of the Bankruptcy Court to represent the Debtors or the Creditors’ Committee, including professionals retained pursuant to the OCP Order, (e) the Creditors’ Committee’s members, (f) the Patient Care Ombudsman, and (g) with respect to each of the foregoing entities in clauses (a) through (f), all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (i) the Debtors’ managers, officers and directors employed at any time between the Petition Date and the Effective Date shall be Exculpated Parties under the Proposed Plan and (ii) except as specifically identified in the Plan Supplement (with the consent of the Requisite Consenting Creditors), the Debtors’ officers and directors employed prior to, but not on or after, the Petition Date shall not be Exculpated Parties under the Proposed Plan.

continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except as contemplated or allowed by the Proposed 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 Proposed Plan.

(c) By accepting distributions pursuant to the Proposed Plan, each holder of an Allowed Claim or Interest extinguished, discharged, or released pursuant to the Proposed Plan shall be deemed to have affirmatively and specifically consented to be bound by the Proposed Plan, including the injunctions set forth in Section 10.5 of the Proposed Plan.

(d) No Person or Entity shall seek or initiate formal or informal discovery requests, demands, or proceedings upon or from the Patient Care Ombudsman without first seeking permission, upon sufficient prior notice to the Patient Care Ombudsman, from the Bankruptcy Court.

(e) The injunctions in Section 10.5 of the Proposed Plan shall extend to any successors of the Debtors and the Post-Emergence Entities and their respective property and interests in property.

Except as is set forth in the Proposed Plan, election to withhold consent to the releases contained within Section 10.6(b) of the Proposed Plan is at the holders' option.

16. The Proposed Plan also contains other related provisions that may affect your rights against the Debtors.

Scan the QR code below to view the Proposed Plan and Proposed Disclosure Statement.



YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PROPOSED PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

Dated: _____, 2024
Wilmington, Delaware

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*Attorneys for the Debtors
and the Debtors in Possession*

EXHIBIT 2-1

Form of Class 3 (First Lien Claims) and Class 4 (First Lien Deficiency Claims) Ballot

FIRST LIEN CLAIMS BALLOT
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

	X	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., et al.,	:	Case No. 24– 10164 (KBO)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	X	

BALLOT FOR ACCEPTING OR REJECTING
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS

CLASS 3 (FIRST LIEN CLAIMS) AND CLASS 4 (FIRST LIEN DEFICIENCY CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.
THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 17, 2024, BY 5:00 P.M.
(PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a holder of a Class 3 Claim, and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Plan**”).²

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, Disclosure Statement (as defined herein) or the *Order (I) Approving the Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan, and (V) Granting Related Relief* (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

Your rights are described in the Debtors' *Proposed Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the "**Disclosure Statement**") and the Disclosure Statement Order. The notice of the Confirmation Hearing, the Disclosure Statement Order, and links to the Disclosure Statement and the Plan are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these chapter 11 cases ("**KCC**"), by: (a) accessing KCC's chapter 11 case website at <https://www.kccllc.net/CanoHealth>; (b) writing to Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccllc.net/CanoHealth/Inquiry>, or (c) by telephone at 1-888-251-2679 (Domestic) or 1-310-751-2609 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact KCC at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 3 under the Plan. If you hold Claims in more than one (1) Class, you will receive a Ballot for each Class in which you are entitled to vote.

If KCC does not receive your Ballot on or before the Voting Deadline, which is **June 17, 2024, at 5:00 p.m. (prevailing Eastern Time)**, and if the Voting Deadline is not extended, your vote will not count. **If the Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through KCC's online electronic balloting portal (the "**E-Ballot Portal**") or by returning this paper Ballot.

If Submitting Your Vote through the E-Ballot Portal

KCC will accept Ballots if properly completed through the E-Ballot Portal. To submit your Ballot via the E-Ballot Portal, visit <https://www.kccllc.net/CanoHealth>, click on the “E-Ballot” section of the Debtors’ website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID: _____

Unique E-Ballot PIN: _____

KCC’s 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 electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

If your Ballot is not received by KCC on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Scan the QR code below to access the E-Ballot Portal.



Cano Health, Inc., et al.
Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Item 1. Treatment of Your Class 3 First Lien Claim and Your Class 4 First Lien Deficiency Claim.

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 3 First Lien Claim if the Plan is consummated:

Treatment: On the Effective Date, the Allowed First Lien Claims shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Claims:

- (i) *In the event of a Reorganization Transaction*, such holder's Pro Rata share of (x) the 1L Exit Facility Loans, (y) 100% of the New Equity Interests (subject to the terms of any Plan Sponsor Investment), and (z) if applicable, the Plan Sponsor Investment Proceeds and/or the Discrete Asset Sale Proceeds.
- (ii) *In the event of a Whole-Co Sale Transaction*, such holder's Pro Rata share of (x) the Whole-Co Sale Transaction Proceeds, if any, *after* deducting for the amount required to satisfy in full, or otherwise render Unimpaired all Allowed Administrative Expense Claims (including, for the avoidance of doubt, all Allowed DIP Claims (including the Participation Fee (except in the event the Whole-Co Sale Transaction Proceeds are sufficient to repay in full in Cash all Allowed DIP Claims (without taking into account the Participation Fee) and Allowed First Lien Claims)), Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Other Secured Claims and (y) if applicable, the Discrete Asset Sale Proceeds.

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 4 General Unsecured Claim if the Plan is consummated:

Treatment: Except to the extent a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive:

- (i) *In the event of a Reorganization Transaction*, such holder's Pro Rata share of (i) the GUC Warrants, (ii) the MSP Recovery Proceeds, and (iii) the Litigation Trust Proceeds.
- (ii) *In the event of a Whole-Co Sale Transaction*, such holder's Pro Rata share of (i) the Whole-Co Transaction Proceeds, if any, *after* deducting for the amount required to satisfy in full, or otherwise render Unimpaired, all Allowed Administrative Expense Claims (including, for the avoidance of doubt, all Allowed DIP Claims), Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims and Allowed First Lien Claims, (ii) the MSP Recovery Proceeds, and (iii) the Litigation Trust Proceeds.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, [●], 2024, the undersigned Holder was the holder of a Class 3 First Lien Claim and/or a Class 4 First Lien Deficiency Claim in the principal amount(s) for voting and against the Debtor set forth below:

Amount of Claim ³ : \$ _____ Debtor: _____

Item 3. Vote on Plan

The holder of Class 3 First Lien Claims and Class 4 First Lien Deficiency Claims against the Debtor set forth in Item 2 votes to (please check one):

<p><u>ACCEPT THE PLAN</u></p> <p style="text-align: center;"><input type="checkbox"/></p>	<p><u>REJECT THE PLAN</u></p> <p style="text-align: center;"><input type="checkbox"/></p>
--------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------

Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

If no holders of Class 3 First Lien Claims eligible to vote to accept or reject the Plan vote on the Plan, then the Plan will be deemed accepted by Class 3. If no holders of Class 4 General Unsecured Claims eligible to vote to accept or reject the Plan vote on the Plan, then the Plan will be deemed accepted by Class 4.

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE DEEMED TO PROVIDE CERTAIN RELEASES TO THIRD PARTIES UNLESS YOU ALSO SELECT THE OPT OUT BOX IN ITEM 4 BELOW.

Item 4. Section 10.6(b) of the Plan provides for the following Third Party Release:

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Plan, the

³ For voting purposes only. Subject to tabulation rules.

Releasing Parties⁴ 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 Parties⁵ and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Post-Emergence Entities, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, 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 (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

⁴ **Releasing Parties** means, collectively, each in its capacity as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) the Consenting Creditors, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth herein; *provided*, that, if a Person or Entity is not a "Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

⁵ **Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) each Consenting Creditor, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, and (p) with respect to each of the foregoing entities in clauses (a) through (o), all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (i) the Debtors' current officers and directors employed at any time between the Petition Date and the Effective Date shall be Released Parties under the Proposed Plan and (ii) except as specifically identified in the Plan Supplement (with the consent of the Requisite Consenting Creditors), the Debtors' former officers and directors shall not be Released Parties under the Proposed Plan.

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE RELEASES CONTAINED IN SECTION 10.6(B) OF THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT CHECK THE BOX BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN SECTION 10.6(B) OF THE PROPOSED PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of Class 3 First Lien Claims and Class 4 First Lien Deficiency Claims elects to:

Opt Out of the Third Party Release.

Item 5. Certifications

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

1. that as of the Voting Record Date, the undersigned is either: (a) the Entity THAT is the holder of the Class 3 First Lien Claim(s) and Class 4 First Lien Deficiency Claim(s) being voted; or (b) the Entity THAT is an authorized signatory for an Entity that is a holder of the Class 3 First Lien Claim(s) and Class 4 First Lien Deficiency Claim(s) being voted;
2. that the Entity has received a copy of the Disclosure Statement, the Plan, and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that the Entity has cast the same vote with respect to all Class 3 First Lien Claims and Class 4 First Deficiency Claims;
4. that no other Ballots with respect to the amount of the Class 3 First Lien Claim(s) and Class 4 First Lien Deficiency Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. that the Entity acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Class 3 First Lien Claim(s) and Class 4 Firsts Lien Deficiency Claim(s);
6. that the Entity understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan;
7. that the Entity acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the

Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

8. that the Entity acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____
(Please print or type)

Signature: _____

Name of Signatory: _____
(If other than Holder)²⁴

Title: _____

Address: _____

Telephone No.: _____

E-Mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED. YOUR BALLOT MUST BE
ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 5:00 P.M.
PREVAILING EASTERN TIME ON JUNE 17, 2024.**

²⁴ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

KCC's "E-Ballot" platform 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. If you intend to submit your Ballot electronically, then to have your vote counted, you must electronically complete, sign, and return this customized Ballot by utilizing the E-Ballot platform on KCC's website. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtors.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM. Scan the QR code below to access the E-Ballot Portal.



If you prefer to return a hard copy of your Ballot, you may return it in the enclosed pre-addressed, postage prepaid envelope or via first class mail, overnight courier, or overnight mail to:

Cano Health, Inc., et al.
Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or in a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is **5:00 p.m. (prevailing Eastern Time) on June 17, 2024**. Your completed Ballot must be received by KCC on or before the Voting Deadline.

Except as otherwise provided herein or unless waived by the Debtors or permitted by order of the Bankruptcy Court, unless the Ballots being furnished is timely submitted on or prior to the Voting Deadline, the Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.

If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent, and thus, supersede any prior Ballot.

If you cast a Ballot that is properly completed, executed and timely returned to KCC, but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

If you cast a Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

You shall be deemed to have voted the full amount of your Claim in each Class and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.

If you cast Ballots received by KCC on the same day, but which are voted inconsistently, such Ballots will not be counted.

The following Ballots shall not be counted:

- (i) any Ballot received after the Voting Deadline, unless the Debtors shall have granted, or the Court ordered, an extension of the Voting Deadline in writing with respect to such Ballot;
- (ii) any Ballot that is illegible or contains insufficient information to permit the identification of the Claim holder;
- (iii) any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
- (iv) any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
- (v) any unsigned Ballot, *provided, however*, that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;
- (vi) any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
- (vii) any Ballot transmitted to KCC by means not specifically approved herein.

If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by KCC, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

If you hold Claims in more than one Class, you must use separate Ballots for each Class or Claims, *provided, however*, that the Debtors will provide one ballot to holders of Class 3 First Lien Claims and Class 4 First Lien Deficiency Claims and such holders may submit one Ballot on account of their Class 3 First Lien Claims and their Class 4 First Lien Deficiency Claims; *provided, further*, that the Debtors shall tabulate all such Ballots in a manner that gives effect to the proportional Allowance of First Lien Claims and First Lien Deficiency Claims.

The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Certification.

Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.

Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.

This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim; or (ii) an assertion or admission of a Claim.

If you believe you have received the wrong Ballot, you should contact KCC immediately at 1-888-251-2679 (Domestic) or 1-310-751-2609 (International) or by email to <https://www.kccllc.net/CanoHealth/Inquiry>.

PLEASE MAIL YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC AT 1-888-251-2679 (DOMESTIC) OR 1-310-751-2609 (INTERNATIONAL)

Scan the QR code below to view the Proposed Plan and Proposed Disclosure Statement.



EXHIBIT 2-2

Form of Class 4 (General Unsecured Claims) Ballot

GENERAL UNSECURED CLAIMS BALLOT
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

	X	
In re	:	Chapter 11
CANO HEALTH, INC., et al.,	:	Case No. 24– 10164 (KBO)
Debtors.¹	:	(Jointly Administered)
	:	
	X	

BALLOT FOR ACCEPTING OR REJECTING
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS

CLASS 4 (GENERAL UNSECURED CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.
THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 17, 2024, BY 5:00 P.M.
(PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a holder of a Class 4 General Unsecured Claim, and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Plan**”).²

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, Disclosure Statement (as defined herein) or the *Order (I) Approving the Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan, and (V) Granting Related Relief* (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

Your rights are described in the Debtors' *Proposed Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the "**Disclosure Statement**") and the Disclosure Statement Order. The notice of the Confirmation Hearing, the Disclosure Statement Order, and links to the Disclosure Statement and the Plan are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these chapter 11 cases ("**KCC**"), by: (a) accessing KCC's chapter 11 case website at <https://www.kccllc.net/CanoHealth>; (b) Cano Health, Inc., *et al.*, Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccllc.net/CanoHealth/Inquiry>, or (c) by telephone at 1-888-251-2679 (Domestic) or 1-310-751-2609 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact KCC at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 4 under the Plan. If you hold Claims in more than one (1) Class, you will receive a Ballot for each Class in which you are entitled to vote.

If KCC does not receive your Ballot on or before the Voting Deadline, which is **June 17, 2024, at 5:00 p.m. (prevailing Eastern Time)**, and if the Voting Deadline is not extended, your vote will not count. **If the Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through KCC's online electronic balloting portal (the "**E-Ballot Portal**") or by returning this paper Ballot.

If Submitting Your Vote through the E-Ballot Portal

KCC will accept Ballots if properly completed through the E-Ballot Portal. To submit your Ballot via the E-Ballot Portal, visit <https://www.kccllc.net/CanoHealth>, click on the “E-Ballot” section of the Debtors’ website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID: _____

Unique E-Ballot PIN: _____

KCC’s 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 electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

If your Ballot is not received by KCC on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Scan the QR code below to access the E-Ballot Portal.



If by First Class Mail, Overnight Courier, or Overnight Mail:

Cano Health, Inc., et al.
Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Item 1. Treatment of Your Class 4 General Unsecured Claim.

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 4 General Unsecured Claim if it is Allowed and the Plan is consummated:

Treatment: Except to the extent a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive:

- (i) *In the event of a Reorganization Transaction*, such holder’s Pro Rata share of (i) the GUC Warrants, (ii) the MSP Recovery Proceeds, and (iii) the Litigation Trust Proceeds.

- (ii) *In the event of a Whole-Co Sale Transaction*, such holder’s Pro Rata share of (i) the Whole-Co Transaction Proceeds, if any, *after* deducting for the amount required to satisfy in full, or otherwise render Unimpaired, all Allowed DIP Claims, Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims and Allowed First Lien Claims, (ii) the MSP Recovery Proceeds, and (iii) the Litigation Trust Proceeds.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, [●], 2024, the undersigned Holder was the holder of a Class 4 General Unsecured Claim in the principal amount(s) for voting and against the Debtor set forth below:

Amount of Claim: ³ \$ _____ Debtor: _____

Item 3. Vote on Plan

The holder of a Class 4 General Unsecured Claim against the Debtor set forth in Item 2 votes to (please check one):

³ For voting purposes only. Subject to tabulation rules.

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---------------------------------------------------------------	---------------------------------------------------------------

Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

If no holders of Class 4 General Unsecured Claims eligible to vote to accept or reject the Plan vote on the Plan, then the Plan will be deemed accepted by Class 4.

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE DEEMED TO PROVIDE CERTAIN RELEASES TO THIRD PARTIES UNLESS YOU ALSO SELECT THE OPT OUT BOX IN ITEM 4 BELOW.

Item 4. Section 10.6(b) of the Plan provides for the following Third Party Release:

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Plan, the Releasing Parties⁴ 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 Parties⁵ and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including

⁴ **Releasing Parties** means, collectively, each in its capacity as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) the Consenting Creditors, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth herein; *provided*, that, if a Person or Entity is not a "Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

⁵ **Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) each Consenting Creditor, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, and (p) with respect to each of the foregoing entities in clauses (a) through (o), all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (i) the Debtors' current officers and directors employed at any time between the Petition Date and the Effective Date shall be Released Parties under the Proposed Plan and (ii) except as specifically identified in the Plan Supplement (with the consent of the Requisite Consenting Creditors), the Debtors' former officers and directors shall not be Released Parties under the Proposed Plan.

contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Post-Emergence Entities, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, 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 (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE RELEASES CONTAINED IN SECTION 10.6(B) OF THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT CHECK THE BOX BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN SECTION 10.6(B) OF THE PROPOSED PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of the Class 4 General Unsecured Claim set forth in Item 1 elects to:

Opt Out of the Third Party Release.

Item 5. Certifications

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

1. that as of the Voting Record Date, the undersigned is either: (a) the Entity THAT is the holder of the Class 4 General Unsecured Claim(s) being voted; or (b) the Entity THAT is an authorized signatory for an Entity that is a holder of the Class 4 General Unsecured Claim(s) being voted;
2. that the Entity has received a copy of the Disclosure Statement, the Plan, and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

3. that the Entity has cast the same vote with respect to all Class 4 General Unsecured Claims;
4. that no other Ballots with respect to the amount of the Class 4 General Unsecured Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. that the Entity acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Class 4 General Unsecured Claim(s);
6. that the Entity understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan;
7. that the Entity acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
8. that the Entity acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____
(Please print or type)

Signature: _____

Name of Signatory: _____
(If other than Holder)³⁰

Title: _____

Address: _____

Telephone No.: _____

E-Mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED. YOUR BALLOT MUST BE
ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 5:00 P.M.
PREVAILING EASTERN TIME ON JUNE 17, 2024.**

³⁰ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

KCC's "E-Ballot" platform 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. If you intend to submit your Ballot electronically, then to have your vote counted, you must electronically complete, sign, and return this customized Ballot by utilizing the E-Ballot platform on KCC's website. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtors.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM. Scan the QR code below to access the E-Ballot Portal.



If you prefer to return a hard copy of your Ballot, you may return it in the enclosed pre-addressed, postage prepaid envelope or via first class mail, overnight courier, or overnight mail to:

Cano Health, Inc., et al.
Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or in a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is **5:00 p.m. (prevailing Eastern Time) on June 17, 2024**. Your completed Ballot must be received by KCC on or before the Voting Deadline.

Except as otherwise provided herein or unless waived by the Debtors or permitted by order of the Bankruptcy Court, unless the Ballots being furnished is timely submitted on or prior to the Voting Deadline, the Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Proposed Plan.

If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent, and thus, supersede any prior Ballot.

If you cast a Ballot that is properly completed, executed and timely returned to KCC, but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

If you cast a Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

You shall be deemed to have voted the full amount of your Claim in each Class and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.

If you cast Ballots received by KCC on the same day, but which are voted inconsistently, such Ballots will not be counted.

The following Ballots shall not be counted:

- (i) Any Ballot received after the Voting Deadline, unless the Debtors shall have granted, or the Court ordered, an extension of the Voting Deadline in writing with respect to such Ballot;
- (ii) Any Ballot that is illegible or contains insufficient information to permit the identification of the Claim holder;
- (iii) Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
- (iv) Any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
- (v) Any unsigned Ballot, *provided, however*, that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;
- (vi) Any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
- (vii) Any Ballot transmitted to KCC by means not specifically approved herein.

If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by KCC, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

If you hold Claims in more than one Class, you must use separate Ballots for each Class or Claims, *provided, however*, that the Debtors will provide one ballot to holders of Class 3 First Lien Claims and Class 4 First Lien Deficiency Claims and such holders may submit one Ballot on account of their Class 3 First Lien Claims and their Class 4 First Lien Deficiency Claims; *provided, further*, that the Debtors shall tabulate all such Ballots in a manner that gives effect to the proportional Allowance of First Lien Claims and First Lien Deficiency Claims.

The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Certification.

Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.

Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.

This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim; or (ii) an assertion or admission of a Claim.

If you believe you have received the wrong Ballot, you should contact KCC immediately at 1-888-251-2679 (Domestic) or 1-310-751-2609 (International) or by email to <https://www.kccllc.net/CanoHealth/Inquiry>.

PLEASE MAIL YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC AT 1-888-251-2679 (DOMESTIC) OR 1-310-751-2609 (INTERNATIONAL)

Scan the QR code below to view the Proposed Plan and Proposed Disclosure Statement.



EXHIBIT 2-3

Form of Master Ballot for Senior Notes Claims (Class 4)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
 In re : Chapter 11
 :
 CANO HEALTH, INC., *et al.*, : Case No. 24– 10164 (KBO)
 :
 Debtors.¹ : (Jointly Administered)
 :
 ----- X

MASTER BALLOT FOR ACCEPTING OR REJECTING
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS

CLASS 4 (GENERAL UNSECURED CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THE MASTER BALLOT CAREFULLY BEFORE COMPLETING
THE MASTER BALLOT.

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 17, 2024, BY
5:00 P.M. PREVAILING EASTERN TIME (THE “VOTING DEADLINE”).

The Debtors have sent this Master Ballot to you because our records indicate that you are a broker, dealer, commercial bank, trust company or other agent or nominee (each, a “**Nominee**”), or the proxy holder of a Beneficial Holder² of Senior Notes Claims in Class 4 (General Unsecured Claims) under the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Plan**”)³ as of the Voting Record Date, [●], 2024.

Nominees should use the Master Ballot to transmit votes to accept or reject the Plan.

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² “**Beneficial Holder**” means a beneficial holder of Senior Notes Claims as of the Voting Record Date.

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, Disclosure Statement (as defined herein) or the *Order (I) Approving the Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objections Procedures for Confirmation of the Proposed Plan, and (V) Granting Related Relief* (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

Your rights are described in the Debtors' *Proposed Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the "**Disclosure Statement**"). The notice of the Confirmation Hearing, the Disclosure Statement Order, and links to the Disclosure Statement and the Plan are included in the packet you are receiving with this Master Ballot. This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe that you have received this Master Ballot in error, please contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these chapter 11 cases ("**KCC**"), by: (a) writing to Cano Health, Inc., *et al.*, Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or (b) by telephone at 1-877-499-4509 (Domestic) or 1-917-281-4800 (International) or by email via <https://www.kccllc.net/CanoHealth/Inquiry>.

The Bankruptcy Court may confirm the Plan and thereby bind all Holders of Claims. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that KCC actually receives it on or before the Voting Deadline, which is **5:00 p.m. (prevailing Eastern Time) on June 17, 2024**.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- is a broker, dealer, bank, or other agent or nominee for the beneficial holders of the aggregate principal amount of the Senior Notes Claims in Class 4 (General Unsecured Claims) listed in Item 2 below and is the record holder of such bonds; or
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of Senior Notes Claims in Class 4 (General Unsecured Claims) listed in Item 2 below; or
- has been granted a proxy (an original of which is attached hereto) from a broker, bank, other nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Senior Notes Claims in Class 4 (General Unsecured Claims) listed in Item 2 below and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial holders of the Senior Notes Claims in Class 4 (General Unsecured Claims) described in Item 2 below.

Items 2. and 3. Senior Notes Claims in Class 4 (General Unsecured Claims) Vote on Plan or Third Party Release Provisions.

The undersigned transmits the following votes of Beneficial Holders of Class 4 General Unsecured Claims and certifies that the following Beneficial Holders of General Unsecured Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date and have delivered to the undersigned, as Nominee, Ballots casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Holder must vote all such Beneficial Holder's General Unsecured Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted as a vote on the Plan.

Item 4. Section 10.6(b) of the Plan provides for the following Third Party Release:

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Plan, the Releasing Parties⁴ 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 Parties⁵ and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including

⁴ **Releasing Parties** means, collectively, each in its capacity as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) the Consenting Creditors, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth herein; *provided*, that, if a Person or Entity is not a "Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

⁵ **Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) each Consenting Creditor, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, and (p) with respect to each of the foregoing entities in clauses (a) through (o), all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (i) the Debtors' current officers and directors employed at any time between the Petition Date and the Effective Date shall be Released Parties under the Proposed Plan and (ii) except as specifically identified in the Plan Supplement (with the consent of the Requisite Consenting Creditors), the Debtors' former officers and directors shall not be Released Parties under the Proposed Plan.

contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys’ fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Post-Emergence Entities, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, 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 (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

A SEPARATE MASTER BALLOT MUST BE USED TO VOTE EACH CUSIP/ISIN. PLEASE INDICATE THE CUSIP/ISIN VOTED ON THIS MASTER BALLOT:⁶

CUSIP / ISIN NO. _____

ITEM 2 – VOTE ON PLAN OF REORGANIZATION AND OPT OUT OF THIRD PARTY RELEASES			
Your Customer Account Number for Each Beneficial Holder of Voting Class 4 General Unsecured Claims	ACCEPT	REJECT	IF VOTE TO ACCEPT, OPT OUT OF THIRD PARTY RELEASE PROVISIONS If the box in item 3 of the Beneficial Ballot was completed, place an “X” in the column below
	\$	\$	
	\$	\$	

⁶ See attached **Exhibit 1** for a list of CUSIPS/ISINS for this Class.

	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL:	\$	\$	

Item 5. Certification as to Transcription of Information from Item 4 of the Ballots as to Class 4 General Unsecured Claims Voted Through Other Ballots.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of each of the Beneficial Holder’s original Ballots, identifying any Class 4 General Unsecured Claim for which such Beneficial Holders have submitted other Ballots other than to the undersigned:

Your Customer Account Number for Each Beneficial Holder Who Completed Item 4 of the Ballots	TRANSCRIBE FROM ITEM 4 OF THE BALLOTS:			
	Name of Holder of Nominee of Other Class 4 Claims Voted	Account Number of Other Class 4 Claims Voted	Principal Amount of Other Class 4 Claims Voted	CUSIP of Other Class 4 Claims Voted
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Item 6. Certification.

By signing this Master Ballot, the undersigned certifies that:

1. it has received a copy of the Disclosure Statement, the Ballots and the Solicitation Package and has delivered the same to the Beneficial Holders listed on the Ballots;
2. it has received a completed and signed Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;

3. it is the registered Holder of the securities being voted;
4. it has been authorized by each such Beneficial Holder to vote on the Plan or Third Party Release Provisions;
5. it has properly disclosed: (i) the number of Beneficial Holders who completed Ballots; (ii) the respective amounts of the Class 4 General Unsecured Claims voted, as the case may be, by each Beneficial Holder who completed a Ballot; (iii) each such Beneficial Holder's respective vote concerning the Plan or Third Party Release Provisions; (iv) each such Beneficial Holder's certification as to other Class 4 General Unsecured Claims voted; and (v) the customer account or other identification number for each such Beneficial Holder;
6. each such Beneficial Holder has certified to the undersigned that it is eligible to vote on the Plan or Third Party Release Provisions; and it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date and disclose all such information to the Bankruptcy Court, the Debtors, or the Post-Emergence Entities, as the case may be, if so ordered;
7. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
8. it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Nominee: _____
(Please print or type)

Name of Proxy Holder or Agent for Nominee: _____
(Please print or type)

Participant Number: _____

Signature: _____

Name of Signatory: _____
(Please print or type)

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS
MASTER BALLOT AND RETURN IT PROMPTLY TO:**

<u>If by First Class Mail, Overnight Courier, or Overnight Mail:</u>
Cano Health, Inc., et al. Ballot Processing Center c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245
If by Electronic Mail (Preferred Method of Delivery)
CanoBallots@kcellc.com

A. YOUR MASTER BALLOT MUST BE RECEIVED BY THE VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING EASTERN TIME ON JUNE 17, 2024.

INSTRUCTIONS FOR COMPLETING MASTER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions but not otherwise defined in the Master Ballot or these instructions shall have the meanings set forth in the Plan or the Disclosure Statement Order, copies of which also accompany the Master Ballot.
2. The Bankruptcy Court may confirm the Plan and thereby bind Beneficial Holders of Claims, if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.
3. You should immediately distribute and in no event no later than three (3) business days of receipt, the Ballots and the Solicitation Package to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to timely vote the Claims that it holds. If your customary practice is to forward the solicitation information to Beneficial Holders by e-mail, telephone, or other customary means of communication, you are authorized to employ that method of communication in lieu of sending the paper Beneficial Ballot and/or Solicitation Package. Any Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to KCC, a Master Ballot that reflects the vote of such Beneficial Holders by **5:00 p.m. prevailing Eastern Time on June 17, 2024** or otherwise validate the Ballot in a manner acceptable to KCC. If your customary practice is to collect votes from your Beneficial Holder clients by voter information form, e-mail, telephone, or other accepted methods of communication, you are authorized to collect the votes and opt-out elections in that manner.
4. With regard to any votes returned to you by a Beneficial Holder (whether through Beneficial Ballot or otherwise), you must compile and validate the votes, execute the Master Ballot, and deliver the Master Ballot to KCC so that it is RECEIVED by KCC on or before the Voting Deadline. All Beneficial Ballots (or customary communications for transmitting votes) returned by Beneficial Holders should either be forwarded to KCC (along with the Master Ballot) or retained for inspection for at least one (1) year from the Voting Deadline.
5. Votes that you cast will be applied to the applicable positions you hold, as of the Voting Record Date, as evidenced by the applicable securities position report(s) obtained from DTC. Votes submitted pursuant to a Master Ballot will not be counted in excess of the amount of Claims you hold as of the Voting Record Date.
6. If you submit conflicting votes or “over-votes” pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile the discrepancies. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Certification, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of your position in the particular Class.

7. For purposes of tabulating votes, you or a Beneficial Holder will be deemed to have voted the principal amount of your or its Claims in a particular Class, although any principal amounts may be adjusted by KCC to reflect the amount of the Claim actually voted, including prepetition interest.
8. You may complete and deliver to KCC multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits to you more than one Beneficial Ballot, (i) the latest received Beneficial Ballot received before the submission deadline that you impose shall be deemed to supersede any prior Beneficial Ballot submitted by the Beneficial Holder; and (ii) you should complete the Master Ballot accordingly.
9. The following Ballots and Beneficial Ballots shall not be counted:
 - (i) any Ballot or Master Ballot received after the Voting Deadline, unless the Debtors, shall have granted, or the Court ordered, an extension of the Voting Deadline in writing with respect to such Ballot;
 - (ii) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the claimant or interest holder;
 - (iii) any Ballot or Master Ballot cast by a person or entity that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Plan;
 - (iv) any Ballot or Master Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim or Interest in a Voting Class;
 - (v) any unsigned Ballot or Master Ballot, *provided, however*, that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;
 - (vi) any Ballot or Master Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - (vii) any Ballot or Master Ballot transmitted to KCC by means not specifically approved herein.
10. Please be sure to sign and date your Master Ballot. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity and, if required or requested by KCC, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

11. If you are both the Nominee and the Beneficial Holder of any of the Class 4 General Unsecured Claims and you wish to vote such Class 4 General Unsecured Claims, you may return a Ballot or Master Ballot for such Class 4 General Unsecured Claims.
12. The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Certification.
13. Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.
14. Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
15. The Debtors will, upon written request, reimburse you for customary mailing and handling expenses you incur in forwarding the Solicitation Package and Beneficial Ballot to the Beneficial Holders for which you are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes from Beneficial Holders with respect to the Plan.
16. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan or, alternatively, the Third Party Release Provisions and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing their Claims and you should not accept delivery of any such certificates or instruments surrendered together with a Ballot.
17. This Master Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim; or (ii) an assertion or admission of a Claim.
18. If you believe that you have received this Master Ballot in error, please contact KCC immediately

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC: (A) IN WRITING AT CANO HEALTH, INC., *ET AL.*, BALLOT PROCESSING CENTER C/O KCC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CALIFORNIA 90245; (B) BY CALLING KCC AT 1-877-499-4509 (DOMESTIC) OR 1-917-281-4800 (INTERNATIONAL); OR (C) BY EMAIL TO CanoBallots@kcellc.com.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE DEBTORS OR THE SECURITIES VOTING AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THE

DEBTORS WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH.

Scan the QR code below to view the Proposed Plan and Proposed Disclosure Statement.



Exhibit 1**CUSIP/ISINS to which this Master Ballot pertains.**

Class 4 (General Unsecured Claims)		
<input type="checkbox"/>	6.25% senior unsecured notes due 2028 issued by Cano Health, Inc. pursuant to that certain Indenture, dated as of September 30, 2021, as may be amended from time to time, by and among, CH LLC, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee	13782C AA 8 / US13782CAA80
<input type="checkbox"/>	6.25% senior unsecured notes due 2028 issued by Cano Health, Inc. pursuant to that certain Indenture, dated as of September 30, 2021, as may be amended from time to time, by and among, CH LLC, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee	U1466C AA 3 / USU1466CAA37

EXHIBIT 2-4

Form of Beneficial Ballot for Senior Notes Claims (Class 4)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----	X	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., <i>et al.</i> ,	:	Case No. 24– 10164 (KBO)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	

BENEFICIAL BALLOT FOR ACCEPTING OR REJECTING
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS

CLASS 4 GENERAL UNSECURED CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.
THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 17, 2024, BY 5:00 P.M.
PREVAILING EASTERN TIME (THE “VOTING DEADLINE”).

You have been sent this Beneficial Ballot to you because records indicate that you are a holder of a Class 4 General Unsecured Claim, and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Plan**”).²

Beneficial Holders should use the Beneficial Ballot to cast votes to accept or reject the Plan.

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, Disclosure Statement (as defined herein) or the *Order (I) Approving the Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan, and (V) Granting Related Relief* (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

Your rights are described in the Debtors' *Proposed Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the "**Disclosure Statement**") and the Disclosure Statement Order. The Notice of the Confirmation Hearing, the Disclosure Statement Order, and links to the Disclosure Statement and the Plan are included in the packet you are receiving with this Beneficial Ballot. This Beneficial Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe that you have received this Beneficial Ballot in error, please contact (a) your Nominee, or (b) the Debtors' Voting Agent, Kurtzman Carson Consultants LLC ("**KCC**") via email at <https://www.kccllc.net/CanoHealth/Inquiry> or by telephone at 1-888-251-2679 (Domestic) or 1-310-751-2609 (International).

The Bankruptcy Court may confirm the Plan and thereby bind all Holders of Claims. To have your vote count as either an acceptance or rejection of the Plan, you must complete and return this Beneficial Ballot and return it to the bank, broker, or financial institution that holds your notes "in street name" on your behalf (your "**Nominee**") with sufficient time for your Nominee to include your vote on a master ballot that your Nominee can return to KCC, so that KCC actually receives the master ballot on or before the Voting Deadline, which is **5:00 p.m. (prevailing Eastern Time) on June 17, 2024**.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 4 under the Plan.

Item 1. Principal Amount of Class 4 General Unsecured Claims

The undersigned hereby certifies that as of the Voting Record Date at 5:00 p.m. (prevailing Eastern Time) on [●], 2024, the undersigned Holder was the beneficial owner of Class 4 General Unsecured Claim in the following principal amount(s) for voting and against the Debtor set forth below:

Amount of Claim: \$ _____

****On Exhibit 1 hereto, check the CUSIP number for the above-referenced notes.****

Item 2. Vote on Plan

The Holder of the Class 4 General Unsecured Claim set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---------------------------------------------------------------	---------------------------------------------------------------

Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

If no Holders of Class 4 General Unsecured Claim eligible to vote to accept or reject the Plan vote on the Plan, the Plan shall be deemed accepted by Class 4.

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE DEEMED TO PROVIDE CERTAIN RELEASES TO THIRD PARTIES UNLESS YOU ALSO SELECT THE OPT OUT BOX IN ITEM 4 BELOW.

Item 3. Section 10.6(b) of the Plan provides for the following Third Party Release:

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Plan, the Releasing Parties³ 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 Parties⁴ and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including

³ **Releasing Parties** means, collectively, each in its capacity as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) the Consenting Creditors, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth herein; *provided*, that, if a Person or Entity is not a "Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

⁴ **Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Post-Emergence Entities, (c) each Consenting Creditor, (d) the Creditors' Committee and its members, (e) the DIP Agent, (f) the DIP Lenders and the DIP Backstop Parties, (g) the Fronting Lender, (h) the Escrow Agent, (i) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (j) the Senior Notes Indenture Trustee, (k) the Patient Care Ombudsman, (l) the Exit Facility Agent, (m) the Exit Facility Lenders, (n) in the event of a Plan Sponsor Investment, the Plan Sponsor, (o) if applicable, the Buyer, and (p) with respect to each of the foregoing entities in clauses (a) through (o), all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (i) the Debtors' current officers and directors employed at any time between the Petition Date and the Effective Date shall be Released Parties under the Proposed Plan and (ii) except as specifically identified in the Plan Supplement (with the consent of the Requisite Consenting Creditors), the Debtors' former officers and directors shall not be Released Parties under the Proposed Plan.

contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Post-Emergence Entities, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, 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 (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE RELEASES CONTAINED IN SECTION 10.6(B) OF THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT CHECK THE BOX BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN SECTION 10.6(B) OF THE PROPOSED PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of the Class 4 General Unsecured Claim set forth in Item 1 elects to:

Opt Out of the Third Party Release.

Item 4. Certification of Class 4 General Unsecured Claims Held in Additional Accounts.

By completing and returning this Ballot, the Beneficial Holder of the Class 4 General Unsecured Claim identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the Class 4 General Unsecured Claims owned by such Beneficial Holder as indicated in Item 1, except for the Class 4 General Unsecured Claims identified in the following table, and (b) all Ballots for Class 4 General Unsecured Claims submitted by the Beneficial Holder indicate the same vote to accept or reject the Plan that the Beneficial Holder has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary). **To be clear, if any Beneficial Holder holds a Class 4 General Unsecured Claim through one or more Nominees, such Beneficial Holder must identify all Class 4 General Unsecured Claim held through its own name and/or each**

Nominee in the following table, and must indicate the same vote to accept or reject the Plan on all Ballots submitted.

ONLY COMPLETE ITEM 4 IF YOU HAVE SUBMITTED OTHER BALLOTS ON ACCOUNT OF A CLASS 4 GENERAL UNSECURED CLAIM

Name of Nominee through Which You Hold Other Class 4 General Unsecured Claims Voted ⁵	Account Number of Other Class 4 Claims Voted	Principal Amount of Other Class 4 Claims Voted	CUSIP of Other Class 4 Claims Voted

Item 5. Certifications

By signing this Beneficial Ballot, the undersigned certifies that:

1. that either: (a) it is the holder of the Class 4 General Unsecured Claim(s) being voted; or (b) it is an authorized signatory for an entity that is a holder of the Class 4 General Unsecured Claim being voted;
2. that it has received a copy of the Disclosure Statement, the Plan, and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 4 General Unsecured Claim;
4. that no other Beneficial Ballots with respect to the amount of the Class 4 General Unsecured Claim identified in Item 1 have been cast or, if any other Beneficial Ballots have been cast with respect to such Claim(s), then any such Beneficial Ballots dated earlier are hereby revoked;
5. that it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Class 4 General Unsecured Claim;
6. that it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan;

⁵ Insert your name if the Class 4 General Unsecured Claim(s) are held by you in your own name or, if held in street name through a Nominee, insert the name of your broker or bank.

7. that it acknowledges and understands that (i) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (ii) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and that it acknowledges and agrees that the Debtors, may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Beneficial Holder: _____
(print or type)

Signature: _____

Name Of Signatory: _____
(if other than Beneficial Holder)

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS
BENEFICIAL BALLOT AND RETURN IT PROMPTLY TO YOUR
NOMINEE BASED ON THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE**

INSTRUCTIONS FOR COMPLETING BENEFICIAL BALLOTS

- The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Beneficial Ballot or in these instructions but not otherwise defined in the Beneficial Ballots or these instructions shall have the meaning set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, copies of which also accompany the Beneficial Ballot.
- The Bankruptcy Court may confirm the Plan and thereby bind Beneficial Holders of Claims, if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.
- To ensure that your vote is counted, you must: (a) complete the Beneficial Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in the Beneficial Ballot; and (c) sign and return the Beneficial Ballot to your Nominee in the address set forth on the enclosed pre-addressed envelope or as otherwise instructed by your Nominee. The Voting Deadline for the receipt of Ballots by KCC is **5:00 p.m. (prevailing Eastern Time) on June 17, 2024**. Your completed Pre-Validated Beneficial Ballot or a Master Ballot containing your vote must be received by KCC on or before the Voting Deadline.
- Except as otherwise provided herein or unless waived by the Debtors or permitted by order of the Bankruptcy Court, unless the Ballots being furnished is timely submitted on or prior to the Voting Deadline, the Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.
- If you cast more than one Beneficial Ballot voting the same Claim(s) before the Voting Deadline, the last valid Beneficial Ballot received on or before the Voting Deadline shall be deemed to reflect your intent, and thus, supersede any prior Beneficial Ballot.
- If you cast a Beneficial Ballot that is properly completed, executed and timely returned to KCC, but does not indicate either an acceptance or rejection of the Plan, the Beneficial Ballot will not be counted.
- If you cast a Beneficial Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Plan, the Beneficial Ballot will not be counted.
- You shall be deemed to have voted the full amount of your Claim in each Class and shall not be entitled to split your vote within a particular Class. Any Beneficial Ballot that partially accepts and partially rejects the Plan will not be counted.
- If you cast multiple Beneficial Ballots on the same day, but which are voted inconsistently, such Beneficial Ballots will not be counted.
- The following Ballots and Beneficial Ballots shall not be counted:

- (i) any Ballot or Beneficial Ballot received after the Voting Deadline, unless the Debtors shall have granted, or the Court ordered, an extension of the Voting Deadline in writing with respect to such Ballot;
 - (ii) any Ballot or Beneficial Ballot that is illegible or contains insufficient information to permit the identification of the claimant or interest holder;
 - (iii) any Ballot or Beneficial Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
 - (iv) any Ballot or Beneficial Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
 - (v) any unsigned Ballot or Beneficial Ballot, *provided, however*, that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;
 - (vi) any Ballot or Beneficial Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - (vii) any Beneficial Ballot transmitted by means not specifically approved herein.
- Please be sure to sign and date your Beneficial Ballot. You should indicate if you are signing a Beneficial Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity and, if required or requested by KCC, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Ballot.
 - If you hold Claims through more than one Nominee or through multiple accounts, you should execute a separate Beneficial Ballot for each block of Claims you hold through any Nominee and you must return each such Beneficial Ballot to the appropriate Nominee.
 - The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Certification.
 - Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.
 - Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

- This Beneficial Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with a Beneficial Ballot.
- This Beneficial Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim; or (ii) an assertion or admission of a Claim.
- If you believe you have received this Beneficial Ballot in error, you should contact KCC immediately.

PLEASE SUBMIT YOUR BENEFICIAL BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL BALLOT OR THE PROCEDURES YOU SHOULD FOLLOW TO SUBMIT YOUR VOTE, PLEASE CONTACT YOUR NOMINEE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KCC: (A) IN WRITING AT CANO HEALTH, INC., *ET AL.*, BALLOT PROCESSING CENTER C/O KCC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CALIFORNIA 90245; (B) BY CALLING KCC AT 1-888-251-2679 (DOMESTIC) OR 1-310-751-2609 (INTERNATIONAL); OR (C) BY EMAIL TO [HTTPS://WWW.KCCLLC.NET/CANOHEALTH/INQUIRY](https://www.kccllc.net/canohealth/inquiry).

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE DEBTORS OR THE SECURITIES KCC OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THE DEBTORS WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH.

Scan the QR code below to view the Proposed Plan and Proposed Disclosure Statement.



Exhibit 1

Please indicate below the CUSIP/ISIN to which this Beneficial Holder Ballot pertains.

Class 4 (General Unsecured Claims)		
<input type="checkbox"/>	6.25% senior unsecured notes due 2028 issued by Cano Health, Inc. pursuant to that certain Indenture, dated as of September 30, 2021, as may be amended from time to time, by and among, CH LLC, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee	13782C AA 8 / US13782CAA80
<input type="checkbox"/>	6.25% senior unsecured notes due 2028 issued by Cano Health, Inc. pursuant to that certain Indenture, dated as of September 30, 2021, as may be amended from time to time, by and among, CH LLC, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee	U1466C AA 3 / USU1466CAA37

EXHIBIT 3

Notice of Non-Voting Status – Unimpaired Classes

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., et al.,	:	Case No. 24– 10164 (KBO)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	X	

NOTICE OF NON-VOTING STATUS TO UNIMPAIRED CLASSES²

PLEASE TAKE NOTICE THAT on [●], 2024, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered an order (the “**Order**”) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of March 22, 2024 [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the “**Disclosure Statement**”). The Order authorizes the Debtors to solicit votes to accept or reject the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of March 22, 2024 [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Plan**”), a copy of which is annexed as **Exhibit A** to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE NOT IMPAIRED, AND THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN AND THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY TELEPHONE AT 1-888-251-2679 (DOMESTIC) OR 1-310-751-2609 (INTERNATIONAL). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT [HTTPS://WWW.KCCLLC.NET/CANOHEALTH](https://www.kccllc.net/canohealth). PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Unimpaired Classes consist of Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims).

Dated: _____, 2024
Wilmington, Delaware

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*Attorneys for the Debtors
and the Debtors in Possession*

EXHIBIT 4

Notice of Non-Voting Status – Impaired Classes

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
In re	:	Chapter 11
CANO HEALTH, INC., et al.,	:	Case No. 24– 10164 (KBO)
Debtors.¹	:	(Jointly Administered)
	X	

NOTICE OF NON-VOTING STATUS TO IMPAIRED CLASSES²

PLEASE TAKE NOTICE THAT on [●], 2024, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered an order (the “**Order**”) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of March 22, 2024 [Docket No. 499] (as may be amended, supplemented, or otherwise modified, the “**Disclosure Statement**”). The Order authorizes the Debtors to solicit votes to accept or reject the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of March 22, 2024 [Docket No. 498] (as may be amended, supplemented, or otherwise modified, the “**Plan**”), a copy of which is annexed as **Exhibit A** to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

You are receiving this notice because, according to the Debtors’ books and records, you are a Holder of:

- (i) **Class 6 (Subordinated Claims) or Class 10 (Existing CHI Interests)** under the Plan, which provides that you are not entitled to receive or retain any property of your Claims against or equity Interest(s) in, the Debtors. **Pursuant to section 1126(g) of title 11 of the United States Code, you are (a) deemed to have rejected the Plan and (b) not entitled to vote on the Plan.**
- (ii) **Class 9 (Existing PCIH Claims)** under the Plan, which provides that you may not be entitled to receive or retain any property of your Claims against or equity Interest(s) in, the Debtors. **Pursuant to sections 1126(f) and 1126(g) of title 11**

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Impaired Classes not entitled to vote consist of Class 6 (Subordinated Claims) and Class 10 (Existing CHI Interests). Class 9 (Existing PCIH Claims) is either impaired or unimpaired and not entitled to vote.

of the United States Code, you are (a) either presumed to accept the Plan or deemed to reject the Proposed Plan and (b) not entitled to vote on the Plan.

IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIMS OR EQUITY INTEREST(S), OR YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN AND THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY TELEPHONE AT 1-888-251-2679 (DOMESTIC) OR 1-310-751-2609 (INTERNATIONAL). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN ALSO BE ACCESSED ONLINE AT [HTTPS://WWW.KCCLLC.NET/CANOHEALTH](https://www.kccllc.net/canohealth). PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

Dated: _____, 2024

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