

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re	:	Chapter 11
	:	
CANO HEALTH, INC., <i>et al.</i> ,	:	Case No. 24– 10164 (KBO)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	Re: Docket No. 501

**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] (as amended on April 22, 2024, May 6, 2024, May 17, 2024, and May 21, 2024 [Docket Nos. 672, 774, 830, and 858] and as may be further amended, modified, or supplemented from time to time, and together with all exhibits and schedules thereto, the “**Proposed Disclosure Statement**”), (ii) approving of the Proposed Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code,

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.



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(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] (as amended on April 22, 2024, May 6, 2024, May 17, 2024, and May 21, 2024 [Docket Nos. 671, 773, 829, and 857] and as may be further amended, modified, or supplemented from time to time, and together with all exhibits and schedules thereto, the “**Proposed Plan**”), (iv) approving the solicitation procedures for 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. Proposed Solicitation and Confirmation Timetable. The following dates and deadlines are hereby established (subject to modifications as necessary) with respect to the Proposed Disclosure Statement, solicitation of the Proposed Plan, voting on the Proposed Plan, rights offering, and confirmation of the Plan:

<u>SOLICITATION AND CONFIRMATION TIMETABLE</u>	
Disclosure Statement Hearing	May 17, 2024 at 9:30 a.m. (prevailing Eastern Time)
Voting Record Date	May 17, 2024 at 5:00 p.m. (prevailing Eastern Time)
Mailing Deadline for Confirmation Hearing Notice and Solicitation Materials	May 24, 2024
Deadline to file Claim Objections or Requests to Estimate Claims for Voting Purposes	June 6, 2024 (15 days before Voting Deadline)
Deadline to Serve Cure Notice	At least twenty-one (21) days before the commencement of the Confirmation Hearing (expected to be June 7, 2024)
Deadline to File Initial Assumption Schedule	June 14, 2024
Plan Supplement Deadline	June 14, 2024
Rule 3018(a) Motion Deadline	June 17, 2024
Deadline to File Objections to (i) Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases or (ii) the Proposed Cure amounts	Within ten (10) days of the service of the Cure Notice
Voting Deadline	June 21, 2024 at 5:00 p.m. (prevailing Eastern Time)

<u>SOLICITATION AND CONFIRMATION TIMETABLE</u>	
Plan Objection Deadline	June 21, 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
Confirmation Hearing	June 28, 2024 at 9:30 a.m. (prevailing Eastern Time)

C. 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.

D. 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.

E. Ballots. The ballots substantially in the forms annexed hereto as **Exhibit 2-1, 2-2, 2-3, 2-4, 2-5, and 2-6** (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.

F. Parties Entitled to Vote. Pursuant to the Proposed Plan, holders of Claims in Class 3 (First Lien Claims), Class 4 (RSA GUC Claims), Class 5 (Non-RSA GUC Claims), and Class 6 (Convenience Claims) are impaired under the Proposed Plan. Accordingly, holders of Allowed Claims in such class are entitled to vote on account of such Claims.

G. 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 8 (Subordinated Claims) and Class 12 (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 7 (Intercompany Claims), Class 9 (Existing Subsidiary Interests), Class 10 (Existing CH LLC Interests), and Class 11 (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.

H. 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.

I. 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 Voting Record Date, Voting Deadline, Plan Objection Deadline, Confirmation Hearing, and other related matters.

J. 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.

K. 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.

L. 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.

M. 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 Voting Record 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 **fifteen (15) 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 (RSA GUC 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. **June 17, 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 **5:00 p.m. (prevailing Eastern Time) on the first 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 **May 24, 2024** (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 USB flash drive containing this Order (without attachments), the Proposed Plan, and the 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**, and the Confirmation Hearing Notice; *provided that*, the Debtors are not required to serve copies of the Proposed Plan, Disclosure Statement, Confirmation Hearing Notice, Solicitation Packages, the applicable Notice of Non-Voting Status or any other type of notice in connection with the solicitation of the Proposed Plan to holders of Class 7 (Intercompany Claims), Class 9 (Existing Subsidiary Interests), and Class 10 (Existing CH LLC Interests).

22. All registered holders of Class 11 (Existing PCIH Interests) and Class 12 (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, 2-4, 2-5, and 2-6** 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; *provided*, that, to the extent reasonably practicable, the Debtors shall provide copies of any such non-substantive changes to counsel to the Creditors' Committee and counsel to the Ad Hoc First Lien Group.

25. The Voting Deadline shall be **June 21, 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 USB 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.
 - (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 have granted, or the Court has ordered, an extension of the Voting Deadline in writing with respect to such Ballot, *provided* that any such extension shall be documented in the Voting Certification;
 - 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;

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.

- 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 (RSA GUC 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 (RSA GUC 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 (RSA GUC 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 (RSA GUC 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 **June 14, 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 21, 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
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Matthew P. Goren, Esq.
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Amanda R. Steele, Esq.
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steele@rlf.com

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Christina M. Brown, Esq.
Email: SGreenberg@gibsondunn.com
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Christina.Brown@gibsondunn.com

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Email: jeffrey.gleit@afslaw.com

Pachulski, Stang, Ziehl & Jones LLP

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Wilmington, Delaware 19801
Attn: Laura Davis Jones, Esq.
James O'Neill, Esq.
Email: ljones@pszjlaw.com
joneill@pszjlaw.com

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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

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Administrative Agent and Collateral Agent
under Side-Car Credit Agreement***

White & Case LLP

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New York, New York 10020-1095

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David Ridley, Esq.

Andrew Zatz, Esq.

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Indenture Trustee for the Senior Notes U.S.
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New York, NY 10007

Attn: James S. Carr, Esq.

Kristin S. Elliott, Esq.

Email: jcarr@kelleydrye.com

kelliott@kelleydrye.com

Counsel to the Creditors' Committee

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New York, New York 10166

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Erez Gilad, Esq.

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erezgilad@paulhastings.com

Cole Schotz P.C.

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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** (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.

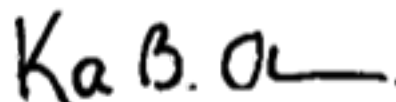
General

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; *provided*, that, to the extent reasonably practicable, the Debtors shall provide copies of any such non-substantive changes to counsel to the Creditors’ Committee and counsel to the Ad Hoc First Lien Group.

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.

Dated: May 21st, 2024
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Ka B. Owens", with a stylized flourish at the end.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

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 21, 2024
	:	Hearing Date: June 28, 2024

**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 May 17, 2024, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) to consider approval of the *Disclosure Statement for the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed on May 21, 2024 [Docket No. ____] (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, on May 21, 2024, entered an order (the “**Order**”) with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed on May 21, 2024 [Docket No. ____] (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 May 17, 2024** (the “**Voting Record Date**”) are entitled to vote on the Proposed Plan:

Class	Description
Class 3	First Lien Claims
Class 4	RSA GUC Claims
Class 5	Non-RSA GUC Claims
Class 6	Convenience 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 21, 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 **June 17, 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 21, 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
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matthew.goren@weil.com
kevin.bostel@weil.com

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Michael J. Cohen, Esq.
Christina M. Brown, Esq.
Email: SGreenberg@gibsondunn.com
MCohen@gibsondunn.com
Christina.Brown@gibsondunn.com

Pachulski, Stang, Ziehl & Jones LLP
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***Counsel to JPMorgan Chase Bank, N.A.,
Administrative Agent and Collateral Agent
under Side-Car Credit Agreement***

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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.
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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 Reorganized Debtors, 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 Reorganized Debtors, 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 Reorganized Debtors, 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 Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements (and the Loan Documents as defined therein), 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 (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any Retained Causes of Action, which, for the avoidance of doubt, shall not include any Preference Actions, which shall be deemed automatically waived and released on the Effective Date in accordance with Section 10.6(a) of the Proposed Plan.

³ ***Released Parties*** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Proposed Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Proposed Plan) shall not be Released Parties under the Proposed Plan.

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 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 Reorganized Debtors, 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. For the avoidance of doubt, nothing in Section 10.6(b) of the Proposed Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a

⁴ ***Releasing Parties*** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Proposed Plan and do not opt out of granting the releases set forth in the Proposed Plan; *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.

Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

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 act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out 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 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

⁵ *Exculpated Parties* means, collectively, in each case, solely in their capacities as such: (a) the Debtors, (b) the Debtors' managers, directors, and officers who served at any time between the Petition Date and the Effective Date, (c) Professionals retained by order of the Bankruptcy Court to represent the Debtors or the Creditors' Committee, including professionals retained pursuant to the OCP Order, (d) the Creditors' Committee and its members, (e) the Patient Care Ombudsman, and (f) with respect to each of the foregoing, all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided pursuant to the Proposed Plan, solely to the extent such Related Parties are Estate fiduciaries. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) 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 (y) all of 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.

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 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 (x) as contemplated or allowed by the Proposed Plan or (y) to the extent asserted in a timely filed Proof of Claim or timely filed objection to the confirmation of 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. For the avoidance of doubt, nothing in Section 10.5(b) of the Proposed Plan shall enjoin any (i) current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice or (ii) Governmental Unit from filing a Proof of Claim on or by the Governmental Bar Date (as defined in the Bar Date Order).

(c) 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.

(d) The injunctions in Section 10.5 of the Proposed Plan shall extend to any successors of the Debtors and the Reorganized Debtors 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 AND FIRST LIEN DEFICIENCY 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 21, 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 a First Lien Deficiency Claim in Class 4, and accordingly, you have a right to vote to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ____] (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' *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. ____] (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 a USB flash drive containing 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 21, 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, such holder's Pro Rata share of (x) the 1L Exit Facility Loans, (y) 100% of the New Equity Interests (subject to dilution by New Equity Interests issued in respect or as a result of (1) the MIP Equity, (2) the Participation Fee, (3) any financing fees payable in New Equity Interests in connection with the New RCF Loans and (4) the exercise of the GUC Warrants)), and (z) 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 RSA GUC Claim if the Plan is consummated:

Treatment: On the Effective Date, except to the extent a holder of an Allowed RSA GUC 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 RSA GUC Claim, each holder of an Allowed RSA GUC Claim shall receive its Pro Rata share of the GUC Warrants.³

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, **May 17, 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 Claim⁴: \$_____

Debtor: _____

³ **GUC Warrants** means warrants to purchase, after giving effect to the Reorganization Transaction, 5% of the total outstanding New Equity Interests (subject to dilution by the MIP Equity), which shall be exercisable for a 5-year period commencing on the Effective Date, at a strike price equivalent to par, plus the accrued value of the First Lien Claims and have no Black-Scholes protection, to be issued pursuant to the Plan, the terms and conditions of which shall be set forth in the GUC Warrant Agreement.

⁴ For voting purposes only. Subject to tabulation rules. This amount consists of a \$[_____] Class 3 First Lien Claim and a \$[_____] Class 4 First Lien Deficiency Claim. Under the Plan, the Class 3 First Lien Claims are allowed in the total aggregate amount of \$468,500,000.00 and the Class 4 First Lien Deficiency Claims are allowed in the total aggregate amount of \$505,125,903.31.

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):

<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 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 First Lien Deficiency 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 Parties⁵ 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 Parties⁶ and their

⁵ ***Releasing Parties*** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Proposed Plan and do not opt out of granting the releases set forth in the Plan; *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.

⁶ ***Released Parties*** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors,

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 Reorganized Debtors, 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. For the avoidance of doubt, nothing in Section 10.6(b) of the Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

(q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Proposed Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Plan) shall not be Released Parties under the 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 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)⁷

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 21, 2024.**

⁷ 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 21, 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 have granted, or the Court has ordered, an extension of the Voting Deadline in writing with respect to such Ballot, *provided* that any such extension shall be documented in the Voting Certification;
- (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 Plan and Disclosure Statement.



EXHIBIT 2-2

Form of Class 4 (RSA GUC Claims) Ballot

RSA GUC 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 (RSA GUC CLAIMS)²

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.
THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 21, 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 RSA GUC Claim, and accordingly, you have a right to vote to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ____] (as may be amended, supplemented, or otherwise modified, the “**Plan**”).³

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 **RSA GUC Claims** means the (i) First Lien Deficiency Claims, (ii) Senior Notes Claims, and (iii) Kent Claim.

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 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' *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. ____] (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 a USB flash drive containing 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 21, 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 RSA GUC Claim.

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

Treatment: On the Effective Date, except to the extent a holder of an Allowed RSA GUC 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 RSA GUC Claim, each holder of an Allowed RSA GUC Claim shall receive its Pro Rata share of the GUC Warrants.⁴

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, **May 17, 2024**, the undersigned Holder was the holder of a Class 4 RSA GUC Claim in the principal amount(s) for voting and against the Debtor set forth below:

Amount of Claim: ⁵ \$ _____ Debtor: _____

Item 3. Vote on Plan

The holder of a Class 4 RSA GUC Claim against the Debtor set forth in Item 2 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.

⁴ **GUC Warrants** means warrants to purchase, after giving effect to the Reorganization Transaction, 5% of the total outstanding New Equity Interests (subject to dilution by the MIP Equity), which shall be exercisable for a 5-year period commencing on the Effective Date, at a strike price equivalent to par, plus the accrued value of the First Lien Claims and have no Black-Scholes protection, to be issued pursuant to the Plan, the terms and conditions of which shall be set forth in the GUC Warrant Agreement.

⁵ For voting purposes only. Subject to tabulation rules.

If no holders of Class 4 RSA GUC 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 Parties⁶ 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 Parties⁷ 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

⁶ ***Releasing Parties*** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; *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.

⁷ ***Released Parties*** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Plan or in any Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Plan) shall not be Released Parties under the Plan.

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 Reorganized Debtors, 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. For the avoidance of doubt, nothing in Section 10.6(b) of the Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

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 PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of the Class 4 RSA GUC 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 RSA GUC Claim(s) being voted; or (b) the Entity THAT is an authorized signatory for an Entity that is a holder of the Class 4 RSA GUC 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 RSA GUC Claims;
4. that no other Ballots with respect to the amount of the Class 4 RSA GUC 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 RSA GUC 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)⁸

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 21, 2024.**

⁸ 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 21, 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 have granted, or the Court has ordered, an extension of the Voting Deadline in writing with respect to such Ballot, *provided* that any such extension shall be documented in the Voting Certification;
- (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 Plan and 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 (RSA GUC 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 21, 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 (RSA GUC Claims) under the *Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ____] (as may be amended, supplemented, or otherwise modified, the “**Plan**”)³ as of the Voting Record Date, **May 17, 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. ____] (as may be amended, supplemented, or otherwise modified, the "**Disclosure Statement**"). The notice of the Confirmation Hearing, the Disclosure Statement Order, and a USB flash drive containing 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 21, 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 (RSA GUC 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 (RSA GUC 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 (RSA GUC 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 (RSA GUC Claims) described in Item 2 below.

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

The undersigned transmits the following votes of Beneficial Holders of Class 4 RSA GUC Claims and certifies that the following Beneficial Holders of RSA GUC 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 RSA GUC 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 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,

⁴ ***Releasing Parties*** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; *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 Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Plan or in any Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Plan) shall not be Released Parties under the Plan.

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 Reorganized Debtors, 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. For the avoidance of doubt, nothing in Section 10.6(b) of Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

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 RSA GUC 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 RSA GUC 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 RSA GUC 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 RSA GUC Claims Voted	Account Number of Other Class 4 RSA GUC Claims Voted	Principal Amount of Other Class 4 RSA GUC Claims Voted	CUSIP of Other Class 4 RSA GUC 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 RSA GUC 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 RSA GUC 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 Reorganized Debtors, 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., <i>et al.</i> 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@kccllc.com

A. YOUR MASTER BALLOT MUST BE RECEIVED BY THE VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING EASTERN TIME ON JUNE 21, 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 five (5) 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 21, 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 RSA GUC Claims and you wish to vote such Class 4 RSA GUC Claims, you may return a Ballot or Master Ballot for such Class 4 RSA GUC 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@kccllc.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 Plan and Disclosure Statement.



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

Class 4 (RSA GUC 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., et al.,	:	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 RSA GUC CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.
THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 21, 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 RSA GUC Claim, and accordingly, you have a right to vote to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ____] (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' *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. ____] (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 a USB flash drive containing 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 21, 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 RSA GUC Claims

The undersigned hereby certifies that as of the Voting Record Date at 5:00 p.m. (prevailing Eastern Time) on **May 17, 2024**, the undersigned Holder was the beneficial owner of Class 4 RSA GUC 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 RSA GUC 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 RSA GUC Claims 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

³ **Releasing Parties** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; *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 Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Plan or in any Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Plan

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 Reorganized Debtors, 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. For the avoidance of doubt, nothing in Section 10.6(b) of the Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

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 PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of the Class 4 RSA GUC Claim set forth in Item 1 elects to:

☐ Opt Out of the Third Party Release.

and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Plan) shall not be Released Parties under the Plan.

Item 4. Certification of Class 4 RSA GUC Claims Held in Additional Accounts.

By completing and returning this Ballot, the Beneficial Holder of the Class 4 RSA GUC Claim identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the Class 4 RSA GUC Claims owned by such Beneficial Holder as indicated in Item 1, except for the Class 4 RSA GUC Claims identified in the following table, and (b) all Ballots for Class 4 RSA GUC 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 RSA GUC Claim through one or more Nominees, such Beneficial Holder must identify all Class 4 RSA GUC Claims 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 RSA GUC CLAIM

Name of Nominee through Which You Hold Other Class 4 RSA GUC Claims Voted⁵	Account Number of Other Class 4 RSA GUC Claims Voted	Principal Amount of Other Class 4 RSA GUC Claims Voted	CUSIP of Other Class 4 RSA GUC 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 RSA GUC Claim(s) being voted; or (b) it is an authorized signatory for an entity that is a holder of the Class 4 RSA GUC 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 RSA GUC Claim;
4. that no other Beneficial Ballots with respect to the amount of the Class 4 RSA GUC Claim identified in Item 1 have been cast or, if any other Beneficial Ballots

⁵ Insert your name if the Class 4 RSA GUC 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.

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 RSA GUC Claim;
6. that it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan;
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 21, 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 Plan and Disclosure Statement.



Exhibit 1

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

Class 4 (RSA GUC 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 2-5

Form of Class 5 (NON-RSA GUC Claims) Ballot

NON-RSA GUC 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 5 (NON-RSA GUC CLAIMS)²

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.
THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 21, 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 5 Non-RSA GUC Claim, and accordingly, you have a right to vote to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ____] (as may be amended, supplemented, or otherwise modified, the “**Plan**”).³

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 **Non-RSA GUC Claims** means any Claim against any of the Debtors that is not an Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, First Lien Claim, Intercompany Claim, RSA GUC Claim, Convenience Claim, or Subordinated Claim under the Plan. For the avoidance of doubt, Non-RSA GUC Claims include any Claim for damages resulting from or based on the Debtors’ rejection of an executory contract or unexpired lease.

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*

Your rights are described in the Debtors' *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. ____] (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 a USB flash drive containing 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 5 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 21, 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.

*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.

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 5 Non-RSA GUC Claim.

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 5 Non-RSA GUC Claim if it is Allowed and the Plan is consummated:

Treatment: Except to the extent a holder of an Allowed Non-RSA GUC 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 Non-RSA GUC Claim, each holder of an Allowed Non-RSA GUC Claim shall receive, on or as soon as reasonably practicable after the Effective Date, such holder's Pro Rata share of (x) the MSP Cash Amount,⁴ (y) any Incremental Non-RSA GUC Cash,⁵ and (z) the Litigation Trust Interests;⁶ provided, however, that the Creditors' Committee may, prior to the Effective Date, in its sole and absolute discretion, determine to reallocate an amount equal to the Litigation Trust Reallocated Amount⁷ to fund the Litigation Trust⁸ and the Litigation Trust Expenses;⁹ *provided, further, however* that, following the Effective Date, the Litigation Trustee may, in the exercise of its business judgment, determine to reallocate all or a portion of any Litigation Trust Distributable Proceeds¹⁰ and/or CPE Asset Sale Proceeds¹¹ (if any) received after the Effective Date to fund the Litigation Trust.

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

⁴ ***MSP Cash Amount*** means Cash in an amount equal to the MSP Recovery Proceeds less the Convenience Claim Cash Amount.

⁵ ***Incremental Non-RSA GUC Cash*** means an amount of Cash of up to \$1,000,000 comprised solely of a combination of one or more of the following: (i) the De Minimis Asset Sale Proceeds in an amount up to the De Minimis Asset Sale Proceeds Cap, (ii) the CPE Asset Sale Proceeds, and (iii) the Simply/MSP Proceeds.

⁶ ***Litigation Trust Interests*** means the interests in the Litigation Trust, which shall be distributed to the Litigation Trust Beneficiaries, in accordance with Section 5.8 of the Plan and the Litigation Trust Agreement.

⁷ ***Litigation Trust Reallocated Amount*** means the amount of Cash reallocated from the MSP Cash Amount and the Incremental Non-RSA GUC Cash and instead funded to the Litigation Trust on the Effective Date for purposes of administering the Litigation Trust (including funding the Litigation Trust Expenses), which amount (x) shall be determined by the Creditors' Committee in its sole and absolute discretion no later than five (5) business days prior to the Effective Date (provided that the Debtors shall make reasonable efforts to provide the Committee with five (5) business days' advance notice of the anticipated Effective Date) and (y) shall not, for the avoidance of doubt, include the Initial Litigation Trust Funded Amount, which amount shall be funded by the Debtors on the Effective Date.

⁸ ***Litigation Trust*** means that certain trust to be established on the Effective Date for the benefit of holders of Allowed Non-RSA GUC Claims in accordance with Section 5.8 of the Plan.

⁹ ***Litigation Trust Expenses*** means any fees and expenses (including, for the avoidance of doubt, professional fees) incurred by the Litigation Trustee in the administration of the Litigation Trust.

¹⁰ ***Litigation Trust Distributable Proceeds*** means the Cash proceeds, whether by settlement, adjudication or otherwise, of any Litigation Trust Causes of Action, or the Cash proceeds of any other assets of the Litigation Trust, net of any Litigation Trust Expenses.

¹¹ ***CPE Asset Sale Proceeds*** means the aggregate cash proceeds from the sale of the CPE Assets, whether sold by the Debtors or the Reorganized Debtors, as applicable, prior to or after the Effective Date.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, **May 17, 2024**, the undersigned Holder was the holder of a Class 5 Non-RSA GUC Claim in the principal amount(s) for voting and against the Debtor set forth below:

Amount of Claim: \$ _____ Debtor: _____
--

Item 3. Vote on Plan

The holder of a Class 5 Non-RSA GUC Claim against the Debtor set forth in Item 2 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 5 Non-RSA GUC Claims eligible to vote to accept or reject the Plan vote on the Plan, then the Plan will be deemed accepted by Class 5.

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 Parties¹² conclusively, absolutely, unconditionally, irrevocably, and forever

¹² **Releasing Parties** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Plan and do

discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties¹³ 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 Reorganized Debtors, 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. For the avoidance of doubt, nothing in Section 10.6(b) of the Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor

not opt out of granting the releases set forth in the Plan; *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.

¹³ **Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Plan or in any Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Plan) shall not be Released Parties under the Plan.

provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

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 PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of the Class 5 Non-RSA GUC Claim set forth in Item 1 elects to:

☐ **Opt Out of the Third Party Release.**

Item 5. Convenience Claim Election. Check the box below if you elect to have your Class 5 Non-RSA GUC Claim reduced to the amount of \$10,000 (inclusive of any postpetition interest or penalties) and treated as a Class 6 Convenience Claim pursuant to the Plan. Pursuant to the Plan, each holder of a Class 6 Convenience Claim will receive Cash in an amount equal to the lesser of (x) 50% of its Allowed Convenience Claim¹⁴ or (y) its Pro Rata share of the Convenience Claim Cap.¹⁵

If you check the box in this Item 5 and elect to have your claim irrevocably reduced to \$10,000 (inclusive of any postpetition interest or penalties) and treated as a Convenience Claim, you will not be entitled to any other recovery or distribution on account of your Non-RSA GUC Claim in Class 5. You must vote to accept the Plan in order to elect to have your Non-RSA GUC Claim treated as a Convenience Claim.

☐ The undersigned certifies that it elects to voluntarily and irrevocably reduce the amount of its Class 5 Non-RSA GUC Claim to \$10,000 (inclusive of any postpetition interest or penalties) and have such \$10,000 Claim treated as a Class 6 Convenience Claim pursuant to the Plan. Holders of Non-RSA GUC

¹⁴ ***Convenience Claim*** means any Claim that would be a Non-RSA GUC Claim but for the fact that it (i) is scheduled or asserted as a fixed, liquidated and non-contingent Claim in the amount of \$10,000 or less, or (ii) at the election of the holder of the Non-RSA GUC Claim and upon voting to accept the Plan, will be reduced to a fixed, liquidated and non-contingent Claim in the amount of \$10,000; provided, however, that (x) no holder of a Non-RSA GUC Claim may subdivide its Claim into multiple Claims of \$10,000 or less for purposes of receiving treatment as a Convenience Claim; (y) no Consenting Creditor may elect to have its Non-RSA GUC Claim (if any) treated as Convenience Claims; and (z) to the extent a holder of a Convenience Claim holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtor arising from or relating to the same obligations or liability as such Convenience Claim, such holder shall only be entitled to a distribution on account of one Convenience Claim against the Debtors in full and final satisfaction of all such Claims.

¹⁵ ***Convenience Claim Cap*** means \$400,000.

Claims that make such election shall only be entitled to a distribution on one Convenience Claim against the Debtors in full and final satisfaction of all of such Holders' Claims that are based on the same liability or obligation as the Class 5 Non-RSA GUC Claim.

If you have voted to reject the Plan, then you **may not** complete this Item 5, and if you complete this Item 5, your Convenience Claim election will be ineffective.

Item 6. 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 5 Non-RSA GUC Claim(s) being voted; or (b) the Entity THAT is an authorized signatory for an Entity that is a holder of the Class 5 Non-RSA GUC 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 5 Non-RSA GUC Claims;
4. that no other Ballots with respect to the amount of the Class 5 Non-RSA GUC 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 5 Non-RSA GUC 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)¹⁶

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 21, 2024.**

¹⁶ 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 21, 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 have granted, or the Court has ordered, an extension of the Voting Deadline in writing with respect to such Ballot, *provided* that any such extension shall be documented in the Voting Certification;
- (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 Plan and Disclosure Statement.



EXHIBIT 2-6

Form of Class 6 (Convenience Claims) Ballot

CONVENIENCE 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 6 (CONVENIENCE CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.
THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 21, 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 6 Convenience Claim and accordingly, you have a right to vote to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ____] (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.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of **May 17, 2024** (the “**Voting Record Date**”), a holder (a “**Holder**”) of a Claim that would otherwise be an Allowed Class 5 Non-RSA GUC Claim that is Allowed in the amount of \$10,000 or less (a “**Convenience Claim**”).³

Your rights are described in the Debtors’ *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all exhibits related thereto [Docket No. ____] (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 a USB flash drive containing 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 6 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 21, 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.

³ Any Class 5 Non-RSA GUC Claim that was originally allowed in excess of \$10,000 may not be subdivided into multiple Non-RSA GUC Claims of \$10,000 or less for purposes of receiving treatment as a Convenience Claim.

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 6 Convenience Claim.

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 6 Convenience Claim if it is Allowed and the Plan is consummated:

Treatment: On the Effective Date, except to the extent a holder of an Allowed Convenience 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 Convenience Claim, each holder of an Allowed Convenience Claim shall receive Cash in an amount equal to the lesser of (x) 50% of its Allowed Convenience Claim⁴ or (y) its Pro Rata share of the Convenience Claim Cap.⁵

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, **May 17, 2024**, the undersigned Holder was the holder of a Class 6 Convenience Claim in the principal amount(s) for voting and against the Debtor set forth below:

Amount of Claim:⁶ \$ _____

Debtor: _____

⁴ **Convenience Claim** means any Claim that would be a Non-RSA GUC Claim but for the fact that it (i) is scheduled or asserted as a fixed, liquidated and non-contingent Claim in the amount of \$10,000 or less, or (ii) at the election of the holder of the Non-RSA GUC Claim and upon voting to accept the Plan, will be reduced to a fixed, liquidated and non-contingent Claim in the amount of \$10,000; provided, however, that (x) no holder of a Non-RSA GUC Claim may subdivide its Claim into multiple Claims of \$10,000 or less for purposes of receiving treatment as a Convenience Claim; (y) no Consenting Creditor may elect to have its Non-RSA GUC Claim (if any) treated as Convenience Claims; and (z) to the extent a holder of a Convenience Claim holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtor arising from or relating to the same obligations or liability as such Convenience Claim, such holder shall only be entitled to a distribution on account of one Convenience Claim against the Debtors in full and final satisfaction of all such Claims.

⁵ **Convenience Claim Cap** means \$400,000.

⁶ For voting purposes only. Subject to tabulation rules.

Item 3. Vote on Plan

The holder of a Class 6 Convenience Claim against the Debtor set forth in Item 2 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 6 Convenience Claims eligible to vote to accept or reject the Plan vote on the Plan, then the Plan will be deemed accepted by Class 6.

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 Parties⁷ 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 Parties⁸ and their

⁷ ***Releasing Parties*** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; *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.

⁸ ***Released Parties*** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Plan or in any

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 Reorganized Debtors, 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. For the avoidance of doubt, nothing in Section 10.6(b) of the Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Plan) shall not be Released Parties under the 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 PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of the Class 6 Convenience 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 6 Convenience Claim(s) being voted; or (b) the Entity THAT is an authorized signatory for an Entity that is a holder of the Class 6 Convenience 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 6 Convenience Claims;
4. that no other Ballots with respect to the amount of the Class 6 Convenience 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 6 Convenience 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)⁹

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 21, 2024.**

⁹ 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 21, 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 have granted, or the Court has ordered, an extension of the Voting Deadline in writing with respect to such Ballot, *provided* that any such extension shall be documented in the Voting Certification;
- (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.

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 Plan and Disclosure Statement.



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 May 21, 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 Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of May 21, 2024 [Docket No. ____] (as may be amended, supplemented, or otherwise modified, the “**Disclosure Statement**”). The Order authorizes the Debtors to solicit votes to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of May 21, 2024 [Docket No. ____] (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 May 21, 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 Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of May 21, 2024 [Docket No. ____] (as may be amended, supplemented, or otherwise modified, the “**Disclosure Statement**”). The Order authorizes the Debtors to solicit votes to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, dated as of May 21, 2024 [Docket No. ____] (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 8 (Subordinated Claims) or Class 12 (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 11 (Existing PCIH Interests)** 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 8 (Subordinated Claims) and Class 12 (Existing CHI Interests). Class 11 (Existing PCIH Interests) 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 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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