

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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	:	<b>Chapter 11</b>
<b>In re</b>	:	
	:	<b>Case No. 24-10164 (KBO)</b>
<b>CANO HEALTH, INC., et al.,</b>	:	
	:	<b>(Jointly Administered)</b>
<b>Debtors.<sup>1</sup></b>	:	
	:	<b>Re: Docket No. 1103</b>
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**NOTICE OF FILING OF REVISED CONFIRMATION REPLY CHART**

PLEASE TAKE NOTICE that, on June 26, 2024, Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases, filed the *Debtors’ Memorandum of Law in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [Docket No. 1103] (the “**Confirmation Brief**”), with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that attached to the Confirmation Brief as **Exhibit A** was a chart summarizing the objections (the “**Objections**”) filed in connection with the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [Docket No. 1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time, the “**Plan**”) and the Debtors’ responses thereto (the “**Reply Chart**”).

<sup>1</sup> 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.



PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised version of the Reply Chart (the “**Revised Reply Chart**”). A copy of the Revised Reply Chart is attached hereto as **Exhibit A**. For the convenience of the Court and all parties in interest, a blackline comparison of the Revised Reply Chart marked against the Reply Chart is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that, a hearing to consider, among other things, confirmation of the Plan is scheduled for **June 28, 2024 at 9:30 a.m. (ET)** before The Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street 6<sup>th</sup> Floor, Courtroom 1, Wilmington, Delaware 19801.

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Dated: June 28, 2024  
Wilmington, Delaware

*/s/ Michael J. Merchant*

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RICHARD, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)

Michael J. Merchant (No. 3854)

Amanda R. Steele (No. 5530)

James F. McCauley (No. 6991)

One Rodney Square

920 North King Street

Wilmington, Delaware 19801

Telephone: (302) 651-7700

Emails: collins@rlf.com

merchant@rlf.com

steele@rlf.com

mccauley@rlf.com

-and-

WEIL, GOTSHAL & MANGES LLP

Gary T. Holtzer (admitted *pro hac vice*)

Jessica Liou (admitted *pro hac vice*)

Matthew P. Goren (admitted *pro hac vice*)

Kevin Bostel (admitted *pro hac vice*)

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Emails: gary.holtzer@weil.com

jessica.liou@weil.com

matthew.goren@weil.com

kevin.bostel@weil.com

*Attorneys for the Debtors  
and the Debtors in Possession*

**Exhibit A**

**Revised Reply Chart**

**IN RE CANO HEALTH, LLC**  
**CH. 11 CASE NO. 24-10164 (KBO)**

**SUMMARY CHART OF CONFIRMATION OBJECTIONS AND RESOLUTIONS<sup>1</sup>**

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
1.	1061	UnitedHealthcare Insurance Company, UnitedHealthcare of Florida, Inc., Preferred Care Network, Inc., and Preferred Care Partners, Inc. (collectively, the " <b>United Entities</b> ")	<p><u>Confirmation Objection.</u> The United Entities assert that:</p> <p>a) To the extent the Plan allows the Debtors to reject any Risk Agreements or the Medical Group Agreement on less than sixty (60) days' notice, the Plan fails to comply with sections 1123(a) and 1129(a)(1) and (3) because it does not provide the United Entities with the requisite notice under nonbankruptcy law.</p> <p>b) Out of an abundance of caution, they preserve their rights of setoff in accordance with Section 10.5(b) of the Plan.</p>	<p><b>Resolved.</b> The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. <i>See</i> Docket No. 1132 at ¶ 56.</p>
2.	1066	Cigna Health and Life Insurance Company and certain of its affiliates (collectively, " <b>Cigna</b> ")	<p><u>Confirmation Objection.</u> Cigna asserts that:</p> <p>a) The Debtors' Rejection Schedule includes one generic, ambiguous Cigna reference that does not specifically identify precise contracts with Cigna. The Plan should not be confirmed until the Debtors provide Cigna with definitive notice of the Plan's proposed disposition of contracts with Cigna by definitively and accurately identifying the Cigna contracts to be rejected.</p> <p>b) Because amounts due under the contracts with Cigna vary, accrue on a rolling basis, and are subject to adjustments, actual cure amounts cannot be determined prior to the Effective Date and any order permitting the assumption of Cigna contracts shall direct the Debtors to pay the full amounts due as of the Effective Date.</p>	<p><b>Resolved.</b> The Debtors have rejected three Cigna contracts, which have been added to the Rejection Schedule. <i>See</i> Docket No. 1139. For the assumed Cigna contracts, the Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. <i>See</i> Docket No. 1132 at ¶ 60.</p>

<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Debtors' Memorandum of Law In Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* (the "**Brief**"), the applicable Objection, the Plan, or the Disclosure Statement, as applicable. This chart summarizes certain key issues raised in the Objections. To the extent that an Objection or a specific point raised in an Objection is not addressed herein, the Debtors reserve the right to respond to such Objection up to and at the Confirmation Hearing.

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
3.	1067	Marlow Hernandez, Richard Aguilar, Jason Conger, and Pedro Cordero (collectively, the " <b>Former Employees</b> ")	<u>Cure Objection.</u> The Former Employees assert their previously-filed cure objections with respect to their employment and separation agreements should be addressed at the Confirmation Hearing, to the extent their cure objections are unresolved. The Former Employees restate their objections to the \$0 cure amounts listed for their employment and separation agreements.	<b>Post-Confirmation Issue.</b> In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation. <i>See</i> Brief ¶¶ 150-53.
4.	1068	Andrew R. Vara, United States Trustee for Region 3 (the " <b>U.S. Trustee</b> ")	<u>Confirmation Objection.</u> The U.S. Trustee asserts the Plan's definition of "Exculpated Parties," which includes "Related Parties" violates applicable Third Circuit Law because it could exculpate parties who may not have acted as estate fiduciaries. The U.S. Trustee further argues the Plan is unconfirmable under section 1129(a)(1) of the Bankruptcy Code because medical malpractice claims are improperly included in the Plan's third-party releases and any releases by patients would not be supported by consideration, which violates section 524(e) of the Bankruptcy Code.	<b>Resolved.</b> The Debtors have negotiated in good faith with the U.S. Trustee to reach a consensual resolution regarding its concerns about third-party releases of medical malpractice claims.  <i>The Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors</i> (the " <b>Revised Plan</b> ") filed at Docket No. 1125 reflects this resolution.
5.	1070	Sunshine State Health Plan, Inc., WellCare Health Insurance of Arizona, Inc. (together, " <b>WellCare</b> ") and Centene Corporation (" <b>Centene</b> ")	<u>Confirmation Objection.</u> WellCare asserts that its rights of setoff under section 553 of the Bankruptcy Code or under provider agreements should not be invalidated or eliminated by the Section 10.5 of the Plan. Centene asserts that it may have recoupment rights, and preserves its setoff and recoupment rights against the Debtors.	<b>Resolved.</b> In accordance with the Plan, because WellCare and Centene have asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, WellCare's and Centene's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. <i>See</i> Plan § 10.5(b).
6.	1071	The Official Committee of Unsecured Creditors (the " <b>Creditors' Committee</b> ")	<u>Reservation of Rights.</u> The Creditors' Committee supports confirmation of the Plan, but notes some components of the Global Settlement have not yet been implemented, and reserves its rights to be heard at the Confirmation Hearing in the event the issues are not resolved.	<b>Resolved.</b> The Debtors agreed to revise the Plan, the Litigation Trust Agreement, and the Schedule of Retained Causes of Action. The revised documents are reflected in the Plan Supplement filed at Docket No. 1123 and the Revised Plan.
7.	1072	Frank and Lissette Exposito (the " <b>Expositos</b> ")	<u>Confirmation Objection.</u> The Expositos assert the Plan violates section 1129 of the Bankruptcy Code because the Debtors' subordination of the Expositos' claims under section 510 of the Bankruptcy Code is improper and, their claims should be treated as general unsecured claims instead of other unsecured claims.  <u>Cure Objection.</u> The Expositos assert if the Debtors take the position that the employment agreements have provisions that	<b>Adjourned.</b> The Debtors, Expositos, Consenting Creditors, and the Creditors' Committee have agreed to address or otherwise litigate the matters raised in the Exposito Objection post-confirmation.

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
			<p>remain in force against the Expositos, the Debtors must cure \$6 million in bonuses earned during the Expositos' employment with the Debtors. In addition, the Expositos argue that if the Debtors (i) reject the employment agreements or (ii) deem them terminated prepetition, the \$6 million in bonuses should not be subordinated and be treated as general unsecured claims.</p>	<p><b>Adjourned.</b> The Parties have agreed that, if necessary, the issues raised in the Expositos' objection may be addressed or resolved by the Court.</p>
8.	1074	Elevance Health, Inc., and its subsidiaries and affiliates (collectively, " <b>Elevance</b> ")	<p><u>Confirmation Objection.</u> Elevance asserts that Section 10.5 of the Plan should not restrain it or any of its affiliates from asserting any counterclaim against any Debtors in connection with the Simply Litigation or exercising any right of setoff or recoupment. Elevance requests that any proposed confirmation order provide that Section 10.5 of the Plan shall not be construed to bar it from defending itself in the Simply Litigation or any litigation commenced against it by any Debtor.</p>	<p><b>Resolved.</b> In accordance with the Plan, because Elevance has asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, Elevance's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. <i>See</i> Plan § 10.5(b).</p> <p>The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. <i>See</i> Docket No. 1132 at ¶¶ 54, 59.</p>
9.	1075	MedCloud Depot, LLC (" <b>MedCloud</b> ")	<p><u>Confirmation Objection.</u> MedCloud objects to the releases, exculpations, and/or injunctions in the Plan to the extent they restrict MedCloud's rights to prosecute against any of the Debtors, their Estates, their employees, including Robert Camerlink, or restrict any setoff and recoupment, counter-claim, cross-claim, or third-party claim that MedCloud could assert.</p>	<p><b>Resolved.</b> The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. <i>See</i> Docket No. 1132 at ¶ 59.</p> <p>In accordance with the Plan, because MedCloud has asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, MedCloud's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. <i>See</i> Plan § 10.5(b).</p>
10.	1076	MSP Recovery LLC (" <b>MSP</b> ")	<p><u>Confirmation Objections.</u> MSP objects on the following bases:</p> <ul style="list-style-type: none"> <li>a) <u>Substantive Consolidation.</u> MSP asserts the Plan is a de facto substantive consolidation because the Debtors classify claims against each of them into one aggregate group for distribution but fail to explain the recoveries if distributions were based on assets held by each separate Debtor entity.</li> <li>b) <u>Setoff and Recoupment Rights.</u> MSP asserts the Plan does not comply with section 1129 of the Bankruptcy</li> </ul>	<p><b>Resolved.</b> The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. <i>See</i> Docket No. 1132 at ¶ 59.</p>

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
			<p>Code because it seeks to extinguish or limit prepetition setoff and recoupment rights of all creditors under section 553 of the Bankruptcy Code. MSP asserts that its right of recoupment survives confirmation.</p> <p>c) <u>Plan Injunction</u>. MSP asserts the discharge injunctions in Section 10.5 of the Plan are too broad and violate applicable Third Circuit law because they cover non-debtor third parties from future claims, irrespective of whether a creditor has elected to opt out of the releases, which would release non-Debtors that are not entitled to a discharge. MSP asserts there is no evidence the releases provided to the Released Parties as supported by consideration.</p> <p>d) <u>Exculpation</u>. MSP asserts the exculpation provisions in Section 10.7 of the Plan are overly broad because the exculpation provisions are not limited to estate fiduciaries and the time period covers acts and omissions for both prepetition and post-Effective Date periods.</p> <p>e) <u>Absolute Priority Rule</u>. MSP asserts that the Plan violates the section 1129(b) of the Bankruptcy Code because it allows creditors with junior claims within the Debtors' corporate structure to receive pro rata distributions from assets of other Debtor entities when the claims of creditors at those entities have not been paid in full, by consolidating assets, claims, and recoveries of general unsecured creditors at various different Debtor entities.</p> <p>f) <u>Unfair Discrimination</u>. MSP asserts that the Plan also violates section 1129(b) of the Bankruptcy Code because it unfairly discriminates against Class 5. MSP asserts that Class 5 will distribute value received from all of the Debtors' causes of action and assets to all of the Debtors' GUCs, irrespective of which creditor holds which claim, or which Debtor holds which assets,</p>	



No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
			rendering recoveries to the creditors diluted and unfairly distributed.	
11.	1094	Humana Insurance Company, Humana Health Plan, Inc., Humana Government Business, Inc., CarePlus Health Plans of Florida, Inc., CarePlus Health Plans, Inc. and their related entities and their affiliates that underwrite or administer health plans (collectively, the "Humana Entities")	<u>Confirmation Objection.</u> The Humana Entities assert the Plan should not be confirmed because the Debtors wrongfully rejected the <i>Amended and Restated Right of First Refusal Agreement</i> dated June 3, 2021 (the "ROFR Agreement"). The Humana Entities incorporate by reference their objection to the Debtors' notice of proposed rejection of the ROFR Agreement, filed at Docket No. 1093 (see below). The Humana entities also object to the Plan that to the extent the Plan's confirmation is dependent on the assumption of contracts in which the Humana Entities are counterparties and such contracts are not cured in full as required under section 365 of the Bankruptcy Code.	<b>Resolved.</b> The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 57.
12.	1115	Pearl Health, Inc. ("Pearl")	<u>Confirmation Objection.</u> Pearl filed a motion for leave (the "Motion") to file an objection to the Plan in order to assert and preserve its setoff rights arising out of, relating to, and in connection with its agreement with the Debtors.	<b>Resolved.</b> The Debtors do not oppose Pearl's Motion. The Debtors are prepared to confirm, in accordance with the Plan, because Pearl has asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, Pearl's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. See Plan § 10.5(b).
<b>Objections to Rejection Schedules (Regarding Rejection Only)</b>				
1.	1087	Compudile, Inc. ("Compudile")	<u>Objection to Notice of Proposed Rejection.</u> Objects to the rejection of four (4) Compudile contracts as listed in the Rejection Schedule and asserts damages amounting to \$100,681.36.	<b>Resolved.</b> The Debtors have revised the Assumption and Rejection Schedules, reflecting resolution of this objection. See Docket No. 1139.
2.	1092	Devoted Health, Inc. ("Devoted")	<u>Limited Objection / Reservation of Rights.</u> Devoted files its limited objection solely to reserve its rights in the event the parties do not reach consensus concerning the rejection of their payor agreement.	<b>Resolved.</b> The Debtors have assumed the Devoted contracts, which have been added to an amended Assumption Schedule. See Docket No. 1139.
3.	1093	The Humana Entities	<u>Objection to Notice of Proposed Rejection.</u> The Humana Entities object to the Debtors' rejection of the <i>Amended and Restated Right of First Refusal Agreement</i> dated June 3, 2021 (the "ROFR Agreement"), between certain of the Humana Entities and Cano	<b>Resolved.</b> See Debtors' response to the Humana Entities' confirmation objection above.

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
			Health, Inc. The Humana Entities assert that the ROFR Agreement is not executory and may not be rejected.	
4.	1101	CD Support LLC ("CDS")	<u>Objection to Notice of Proposed Rejection.</u> CDS objects to the listing of one of its contracts, the Dental Services Administration Agreement, by and between CDS and Cano Health, LLC, effective as of April 13, 2022 (the "DSAA") in the Rejection Schedule. CDS asserts the DSAA was terminated pre-petition and therefore is not executory and should not be listed on the Debtors' Rejection Schedule.	<b>Resolved.</b> The Debtors have filed an amended Assumption Schedule that removes the DSAA, as requested by CDS. <i>See</i> Docket No. 1139.
<b>Cure Objections (Regarding Cure and Assumption Only)</b>				
1.	1031	AmerisourceBergen Drug Corporation ("Amerisource")	<p><u>Cure Amount.</u> Amerisource objects to the amounts listed in the Cure Notice for a total of 11 agreements and asserts a total cure amount of \$773,464.57.</p> <p><u>Contract Description.</u> Amerisource objects to the description of the agreements.</p> <p><u>Contract Identification.</u> Amerisource claims the 11 agreements relate to 1 single contractual relationship and the descriptions in the Cure Notice are insufficient to determine the items that are proposed to be assumed. Amerisource requests that if the prime vendor agreement is assumed, it include all amendments and ancillary agreements.</p>	<p><b>Resolved.</b> Amerisource's rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation. The Debtors are in the process of reconciling the disputed cure. In accordance with section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation. <i>See</i> Brief ¶¶ 150-53.</p> <p>The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. <i>See</i> Docket No. 1132 at ¶ 58.</p>
2.	1032	BOF FL Flagler Station LLC ("BOF")	<u>Cure Amount.</u> BOF objects to the Cure Amount provided (\$62,303.00) and asserts the amount due is \$172,044.91.	<b>Resolved.</b> The Debtors updated the Cure Amount to reflect the amount asserted by BOF. <i>See</i> Supplement to Plan Supplement [Docket No. 1023]. Accordingly, the Debtors believe this Objection is resolved.
3.	1035, 1083	Verdant Commercial Capital, LLC ("Verdant"), assignee of Barlop Business Systems	<u>Cure Amount.</u> Verdant objects to the Cure amount provided (\$0) and asserts the amount due is \$63,005.22, plus any additional rent payments that become due, and requests legal fees incurred to date of \$5,270; total alleged Cure Amount of \$68,275.22.	<b>Post-Confirmation Issue.</b> Verdant's rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation. The Debtors are in the process of reconciling the disputed cure. In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation. <i>See</i> Brief ¶¶ 150-53.

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
4.	1036	Cigna Health and Life Insurance Company (" <b>Cigna</b> ")	<p><u>Contract Identification.</u> Cigna asserts the Cure Notice only references one Cigna agreement with Express Scripts, Inc. ("<b>ESI</b>"). Cigna alleges that it has no record of the contract with ESI.</p> <p><u>Assumption Order.</u> Cigna asserts that any order permitting the assumption of any of the Cigna contracts must direct the Debtors to pay all amounts due as of the Effective Date as a condition precedent to assumption, and that amounts will continue to accrue and actual cure amounts cannot be determined prior to the Effective Date.</p> <p><u>Reservation of Rights.</u> Cigna reserves its rights to full and adequate cure amounts because the default of the Plan is assumption.</p>	<b>Resolved.</b> See Debtors' response to the Cigna confirmation objection above.
5.	1039	Laboratory Corporation of America Holdings (" <b>LabCorp</b> ")	<p><u>Cure Amount.</u> LabCorp asserts it is unable to confirm the proposed Debtors' proposed cure amount of \$2,045.48. LabCorp claims the Debtors were party to at least 9 contracts, and it filed a Proof of Claim for \$107,211.96.</p> <p><u>Contract Identification.</u> LabCorp objects to the description because it cannot identify the listed agreement.</p>	<b>Post-Confirmation Issue.</b> Labcorp's rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation. The Debtors are in the process of reconciling the disputed cure. In accordance with section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation. See Brief ¶¶ 150-53.
6.	1040	GRI-EQY (Concord) LLC (" <b>Concord</b> ")	<p><u>Cure Amount.</u> Concord objects to the Debtors' cure amount of \$202,002.00 and asserts it should be \$226,493.28.</p> <p><u>Adequate Assurance.</u> Concord requests adequate assurance information from any proposed assignee of the Lease.</p> <p><u>Reservation of Rights.</u> Concord asserts that the Debtors must satisfy any Adjustment Amounts that have not yet been billed or come due under the lease, and comply with all contractual obligations, including indemnification.</p>	<b>Resolved.</b> The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 61.
7.	1041	De Paz Holdings, LLC and V&L Investment Group, Inc. (" <b>De Paz</b> ")	<u>Cure Amount.</u> De Paz objects to the Debtors' cure amounts totaling \$51,560 for eight contracts and asserts it should total \$160,257.44.	<b>Post-Confirmation Issue.</b> De Paz's rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation. The Debtors are in the process of reconciling the disputed cure. In accordance with section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
			<p><u>Assumption Order.</u> De Paz requests that any order establishing cure amounts must provide for the payment of all charges due in the ordinary course, including charges after the lease is assumed and indemnification charges.</p> <p><u>Contract Identification.</u> De Paz asserts it is unsure of the Debtors' intentions regarding the unexpired lease for 1248 N.W. 119th Street, Miami, Florida.</p> <p><u>Joinder.</u> De Paz also joins in the objections raised by the other landlords.</p>	to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation. <i>See</i> Brief ¶¶ 150-53.
8.	1042	Elevance Health, Inc. (“ <b>Elevance</b> ”)	<p><u>Cure Amount.</u> Elevance objects to the \$0 cure amounts provided by the Debtors for the assumption of five agreements.</p> <p><u>Contract Identification.</u> Elevance asserts it cannot ascertain which contracts the Debtors propose to assume and cannot reasonably evaluate the cure amounts because of the generic contract descriptions relating to Elevance.</p>	<b>Resolved.</b> <i>See Debtors' response to Elevance's confirmation objection above.</i>
9.	1043	Sunshine State Health Plan, Inc. and WellCare Health Insurance of Arizona, Inc. (“ <b>Health Plans</b> ”)	<p><u>Cure Amount.</u> Health Plans dispute the Debtors' proposed Cure amounts of \$0.</p> <p><u>Contract Identification.</u> Health Plans assert it is unclear if the rejection of Ambetter refers to a contract with Health Plans, and that the Debtors' rejection of Sunshine Health does not correctly identify the legal name of the counterparty.</p> <p><u>Defaults.</u> Health Plans assert the following defaults must be cured: (1) non-monetary default whereby the Debtors breached the minimum member contract threshold (of persons having at least one office visit per year) pursuant to the Second PPA and (ii) monetary default whereby the Debtors have deficits under the First PPA (\$1,127,354) and Second PPA (\$3,627,545), to the extent the Debtors are seeking to assume the First and Second PPA agreements.</p>	<b>Resolved.</b> The Debtors have revised the Assumption and Rejection Schedules, reflecting resolution of this objection. <i>See</i> Docket No. 1139.
10.	1044–46	Marlow Hernandez, Jason Conger, and Richard Aguilar (the “ <b>Former Employees</b> ”)	<u>Cure Amount.</u> The Former Employees assert the cure amounts in the Assumption Schedule of \$0 are incorrect and assert the following cure amounts are due under the agreements: \$284,777.27 (Hernandez); \$216,891.65 (Conger); and \$263,096.12 (Aguilar).	<b>Post-Confirmation Issue.</b> <i>See Debtors' response to the Former Employees' confirmation objection above.</i>

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
11.	1049	The United Entities	<p><u>Cure Amount.</u> United objects to the Assumption Notice based upon the Debtors' provision of incorrect cure amounts. As of May 28, 2024, United claims the total amounts due total \$31,038,922.07. Further, United alleges the Debtors have defaulted under the Risk Agreements by failing to cure the deficits in the Operating Funds and by failing to fund the Security Reserve Accounts, which must be cured upon assumption.</p> <p><u>Contract Identification.</u> United asserts the information provided is insufficient to allow United to identify any of their additional contracts that may be implicated.</p>	<b>Resolved.</b> See Debtors' response to the United Entities' confirmation objection above.
12.	1088	Pedro Cordero ("Cordero")	<p><u>Cure Amount.</u> Cordero objects to the Debtors' proposed cure amount of \$0 and instead asserts a cure amount of \$153,3286.95.</p>	<b>Post-Confirmation Issue.</b> In accordance with section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation. See Brief ¶¶ 150-53.
13.	1089	Hemisphere Holdings I, LLC ("Hemisphere")	<p><u>Cure Amount.</u> Hemisphere objects to the proposed cure amount of \$0 and instead asserts a cure amount of \$5,768.93.</p>	<b>Post-Confirmation Issue.</b> Hemisphere's rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation. The Debtors are in the process of reconciling the disputed cure. In accordance with section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation. See Brief ¶¶ 150-53.
14.	1091	The Humana Entities	<p><u>Cure Amount.</u> The Humana Entities objects to the proposed cure amounts and asserts there are ambiguities regarding the method of calculation of these amounts. The Humana Entities assert that due to the number of contracts and complexity in calculating the balances, the Humana Entities cannot fully confirm the cure amounts. In addition, the Humana Entities allege that specific sums for particular contracts are not clear, and that the Transition Claims should be included as part of the cure amounts.</p>	<b>Resolved.</b> See Debtors' response to the Humana Entities' confirmation objection above.

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
			<p><u>Contract Identification.</u> The Humana Entities asserts the Debtors fail to provide an adequate description of parties to the contracts.</p>	

**Exhibit B**

**Blackline**

**IN RE CANO HEALTH, LLC  
CH. 11 CASE NO. 24-10164 (KBO)**

**SUMMARY CHART OF CONFIRMATION OBJECTIONS AND RESOLUTIONS<sup>1</sup>**

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
1.	1061	UnitedHealthcare Insurance Company, UnitedHealthcare of Florida, Inc., Preferred Care Network, Inc., and Preferred Care Partners, Inc. (collectively, the " <b>United Entities</b> ")	<p><u>Confirmation Objection.</u> The United Entities assert that:</p> <ul style="list-style-type: none"> <li>a) To the extent the Plan allows the Debtors to reject any Risk Agreements or the Medical Group Agreement on less than sixty (60) days' notice, the Plan fails to comply with sections 1123(a) and 1129(a)(1) and (3) because it does not provide the United Entities with the requisite notice under nonbankruptcy law.</li> <li>b) Out of an abundance of caution, they preserve their rights of setoff in accordance with Section 10.5(b) of the Plan.</li> </ul>	<p><del>The Debtors will work with the United Entities to transition the rejected Risk Agreements and the Medical Group Agreement, and satisfy any applicable regulatory notice requirements imposed on the Debtors. In accordance with the Plan, because the United Entities have asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, the United Entities' rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. See Plan § 10.5(b).</del> <b>Resolved.</b> <u>The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 56.</u></p>
2.	1066	Cigna Health and Life Insurance Company and certain of its affiliates (collectively, " <b>Cigna</b> ")	<p><u>Confirmation Objection.</u> Cigna asserts that:</p> <ul style="list-style-type: none"> <li>a) The Debtors' Rejection Schedule includes one generic, ambiguous Cigna reference that does not specifically identify precise contracts with Cigna. The Plan should</li> </ul>	<p><b>Resolved.</b> <del>The Debtors are have rejected</del> <u>ing</u> <del>ed all of the</del> <u>three</u> Cigna contracts, which have been added to the Rejection Schedule, <del>rendering.</del> <u>See Docket No. 1139. For the assumed Cigna contracts, the Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection.</u> <del>moot.</del> <u>See Docket No. 1132 at ¶ 60.</u></p>

<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Debtors' Memorandum of Law In Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* (the "**Confirmation Brief**"), the applicable Objection, the Plan, or the Disclosure Statement, as applicable. This chart summarizes certain key issues raised in the Objections. To the extent that an Objection or a specific point raised in an Objection is not addressed herein, the Debtors reserve the right to respond to such Objection up to and at the Confirmation Hearing.



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			<p>not be confirmed until the Debtors provide Cigna with definitive notice of the Plan's proposed disposition of contracts with Cigna by definitively and accurately identifying the Cigna contracts to be rejected.</p> <p>b) Because amounts due under the contracts with Cigna vary, accrue on a rolling basis, and are subject to adjustments, actual cure amounts cannot be determined prior to the Effective Date and any order permitting the assumption of Cigna contracts shall direct the Debtors to pay the full amounts due as of the Effective Date.</p>	
3.	1067	Marlow Hernandez, Richard Aguilar, Jason Conger, and Pedro Cordero (collectively, the "Former Employees")	<p><u>Cure Objection.</u> The Former Employees assert their previously-filed cure objections with respect to their employment and separation agreements should be addressed at the Confirmation Hearing, to the extent their cure objections are unresolved. The Former Employees restate their objections to the \$0 cure amounts listed for their employment and separation agreements.</p>	<p><b>Unresolved Post-Confirmation Issue.</b>- In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date.- Accordingly, the Cure Dispute may be resolved post-confirmation.- See Brief ¶¶ 150-53.</p>
4.	1068	Andrew R. Vara, United States Trustee for Region 3 (the "U.S. Trustee")	<p><u>Confirmation Objection.</u> The U.S. Trustee asserts the Plan's definition of "Exculpated Parties," which includes "Related Parties" violates applicable Third Circuit Law because it could exculpate parties who may not have acted as estate fiduciaries. The U.S. Trustee further argues the Plan is unconfirmable under section 1129(a)(1) of the Bankruptcy Code because medical malpractice claims are improperly included in the Plan's third-party releases and any releases by patients would not be supported by consideration, which violates section 524(e) of the Bankruptcy Code.</p>	<p><b>Resolved.</b>- The Debtors have negotiated in good faith with the U.S. Trustee to reach a consensual resolution regarding its concerns about third-party releases of medical malpractice claims.</p> <p><a href="#"><u>The Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors (the "Revised Plan") filed at Docket No. 1125 reflects this resolution.</u></a></p>
5.	1070	Sunshine State Health Plan, Inc., WellCare Health Insurance of Arizona, Inc. (together, "WellCare") and Centene Corporation ("Centene")	<p><u>Confirmation Objection.</u> WellCare asserts that its rights of setoff under section 553 of the Bankruptcy Code or under provider agreements should not be invalidated or eliminated by the Section 10.5 of the Plan. Centene asserts that it may have recoupment rights, and preserves its setoff and recoupment rights against the Debtors.</p>	<p><b>Resolved.</b> In accordance with the Plan, because WellCare and Centene have asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, WellCare's and Centene's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code.- See Plan § 10.5(b).</p>
6.	1071	The Official Committee of Unsecured Creditors	<p><u>Reservation of Rights.</u> The Creditors' Committee supports confirmation of the Plan, but notes some components of the</p>	<p><del>Reservation of Rights</del><b>Resolved.</b>— The Debtors <del>acknowledge the Creditors' Committee's Reservation of</del></p>

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		(the "Creditors' Committee")	Global Settlement have not yet been implemented, and reserves its rights to be heard at the Confirmation Hearing in the event the issues are not resolved.	<del>Rights and have continued to negotiate in good faith to address the Creditors' Committee's concerns</del> <u>agreed to revise the Plan, the Litigation Trust Agreement, and the Schedule of Retained Causes of Action. The revised documents are reflected in the Plan Supplement filed at Docket No. 1123 and the Revised Plan.</u>
7.	1072	Frank and Lissette Exposito (the "Expositos")	<p><u>Confirmation Objection.</u> The Expositos assert the Plan violates section 1129 of the Bankruptcy Code because the Debtors' subordination of the Expositos' claims under section 510 of the Bankruptcy Code is improper and, their claims should be treated as general unsecured claims instead of other unsecured claims.</p> <p><u>Cure Objection.</u> The Expositos assert if the Debtors take the position that the employment agreements have provisions that remain in force against the Expositos, the Debtors must cure \$6 million in bonuses earned during the Expositos' employment with the Debtors. In addition, the Expositos argue that if the Debtors (i) reject the employment agreements or (ii) deem them terminated prepetition, the \$6 million in bonuses should not be subordinated and be treated as general unsecured claims.</p>	<p><b>Adjourned.</b>— The Debtors, Expositos, Consenting Creditors, and the Creditors' Committee have agreed to address or otherwise litigate the matters raised in the Exposito Objection post-confirmation.</p> <p><b>Adjourned.</b>— The Parties have agreed that, if necessary, the issues raised in the Expositos' objection may be addressed or resolved by the Court.</p>
8.	1074	Elevance Health, Inc., and its subsidiaries and affiliates (collectively, "Elevance")	<p><u>Confirmation Objection.</u> Elevance asserts that Section 10.5 of the Plan should not restrain it or any of its affiliates from asserting any counterclaim against any Debtors in connection with the Simply Litigation or exercising any right of setoff or recoupment. Elevance requests that any proposed confirmation order provide that Section 10.5 of the Plan shall not be construed to bar it from defending itself in the Simply Litigation or any litigation commenced against it by any Debtor.</p>	<p><b>Resolved.</b> In accordance with the Plan, because Elevance has asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, Elevance's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code.— See Plan § 10.5(b). <del>Additionally, nothing in the Confirmation Order or Plan bars any party from defending itself in any litigation commenced against it by the Debtors or the Reorganized Debtors.</del></p> <p>The Debtors have <del>agreed to include</del> <u>the following language in the proposed Revised Confirmation Order: reflecting resolution of this objection. See Docket No. 1132 at ¶¶ 54, 59.</u></p> <p><del>To the extent that any provider agreement (each such agreement, an "Elevance Agreement") between any Debtor and Elevance is assumed,</del></p>

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				<p><del>then, notwithstanding any other provision of the Plan, the Plan Supplement, this Confirmation Order or any other order entered in these Chapter 11 Cases, or section 365 of the Bankruptcy Code, after the Effective Date, pursuant to, and solely to the extent permitted by, and arising under, the terms of such the applicable Elevation Agreement, Elevation shall be authorized, in the ordinary course of business, to offset, recover or recoup any amounts due by Elevation to the applicable Debtor or Reorganized Debtor that is party to such Elevation Agreement against any amounts due by the applicable Debtor or Reorganized Debtor to Elevation under such Elevation Agreement, including any overpayments due to Elevation arising or relating to any period prior to the Effective Date. The rights, claims, and defenses of Elevation, the Debtors, the Debtors' Estates and the Reorganized Debtors under each such Elevation Agreement, to the extent that they exist, are hereby reserved.</del></p> <p><del>Nothing in the Confirmation Order or Plan bars any party from defending itself in any litigation commenced against it by the Debtors or the Reorganized Debtors.</del></p>
9.	1075	MedCloud Depot, LLC ("MedCloud")	<p><u>Confirmation Objection.</u> MedCloud objects to the releases, exculpations, and/or injunctions in the Plan to the extent they restrict MedCloud's rights to prosecute against any of the Debtors, their Estates, their employees, including Robert Camerlink, or restrict any setoff and recoupment, counter-claim, cross-claim, or third-party claim that MedCloud could assert.</p>	<p><del>MedCloud opted out of the Plan's Third Party Releases and, accordingly, may continue to prosecute their claims in accordance with the Plan. See Brief ¶¶ 62-64.</del></p> <p><u>Resolved.</u> The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 59.</p> <p>In accordance with the Plan, because MedCloud has asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, MedCloud's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code.- See Plan § 10.5(b).</p>

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10.	1076	MSP Recovery LLC ("MSP")	<p><u>Confirmation Objections.</u> MSP objects on the following bases:</p> <p>a) <u>Substantive Consolidation.</u> MSP asserts the Plan is a de facto substantive consolidation because the Debtors classify claims against each of them into one aggregate group for distribution but fail to explain the recoveries if distributions were based on assets held by each separate Debtor entity.</p> <p>b) <u>Setoff and Recoupment Rights.</u> MSP asserts the Plan does not comply with section 1129 of the Bankruptcy Code because it seeks to extinguish or limit prepetition setoff and recoupment rights of all creditors under section 553 of the Bankruptcy Code. MSP asserts that its right of recoupment survives confirmation.</p> <p>c) <u>Plan Injunction.</u> MSP asserts the discharge injunctions in Section 10.5 of the Plan are too broad and violate applicable Third Circuit law because they cover non-debtor third parties from future claims, irrespective of whether a creditor has elected to opt out of the releases, which would release non-Debtors that are not entitled to a discharge. MSP asserts there is no evidence the releases provided to the Released Parties as supported by consideration.</p> <p>d) <u>Exculpation.</u> MSP asserts the exculpation provisions in Section 10.7 of the Plan are overly broad because the exculpation provisions are not limited to estate fiduciaries and the time period covers acts and omissions for both prepetition and post-Effective Date periods.</p> <p>e) <u>Absolute Priority Rule.</u> MSP asserts that the Plan violates the section 1129(b) of the Bankruptcy Code because it allows creditors with junior claims within the Debtors' corporate structure to receive pro rata distributions from assets of other Debtor entities when the claims of creditors at those entities have not been</p>	<p><del>MSP's objection should be overruled.</del></p> <p><del>The Plan does not provide for the substantive consolidation of the Debtors. See Plan § 5.1; see also Brief ¶¶ 141. In accordance with the Plan, because MSP has asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, MSP's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. See Plan § 10.5(b).</del></p> <p><del>The Injunction Provisions contained in the Plan are consistent with Third Circuit law and are customary provisions that seek to assure that parties do not interfere with the consummation and implementation of the Plan and the Reorganization Transaction contemplated thereby. See Brief ¶¶ 143-44.</del></p> <p><del>The scope of the Exculpation Provision is appropriately tailored to cover only acts or omissions occurring between the Petition Date and the Effective Date, and will not affect any liability that arises from fraud, gross negligence, or willful misconduct, as determined by a Final Order. See Brief ¶¶ 145.</del></p> <p><del>As demonstrated in the Brief, the Plan satisfies the absolute priority rule. See Brief ¶¶ 121-127, 140-148.</del></p> <p><del>As demonstrated in the Brief, the Plan does not include impermissible classifications and does not unfairly discriminate between Holders of Claims. See Brief ¶¶ 121-27.</del></p> <p><b>Resolved.</b> <u>The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 59.</u></p>

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			<p>paid in full, by consolidating assets, claims, and recoveries of general unsecured creditors at various different Debtor entities.</p> <p>f) <u>Unfair Discrimination</u>. MSP asserts that the Plan also violates section 1129(b) of the Bankruptcy Code because it unfairly discriminates against Class 5. MSP asserts that Class 5 will distribute value received from all of the Debtors' causes of action and assets to all of the Debtors' GUCs, irrespective of which creditor holds which claim, or which Debtor holds which assets, rendering recoveries to the creditors diluted and unfairly distributed.</p>	
11.	1094	Humana Insurance Company, Humana Health Plan, Inc., Humana Government Business, Inc., CarePlus Health Plans of Florida, Inc., CarePlus Health Plans, Inc. and their related entities and their affiliates that underwrite or administer health plans (collectively, the " <b>Humana Entities</b> ")	<u>Confirmation Objection</u> . The Humana Entities assert the Plan should not be confirmed because the Debtors wrongfully rejected the <i>Amended and Restated Right of First Refusal Agreement</i> dated June 3, 2021 (the " <b>ROFR Agreement</b> "). The Humana Entities incorporate by reference their objection to the Debtors' notice of proposed rejection of the ROFR Agreement, filed at Docket No. 1093 (see below). The Humana entities also object to the Plan that to the extent the Plan's confirmation is dependent on the assumption of contracts in which the Humana Entities are counterparties and such contracts are not cured in full as required under section 365 of the Bankruptcy Code.	<del>The Humana Entities' objection should be overruled. In Delaware, courts have held that rights of first refusal are executory contracts that may be assumed or rejected. See Brief ¶¶ 46, 133-39</del> <b>Resolved</b> . The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 57.
12.	1115	<u>Pearl Health, Inc. ("Pearl")</u>	<u>Confirmation Objection</u> . Pearl filed a motion for leave (the " <b>Motion</b> ) to file an objection to the Plan in order to assert and preserve its setoff rights arising out of, relating to, and in connection with its agreement with the Debtors.	<b>Resolved</b> . The Debtors do not oppose Pearl's Motion. The Debtors are prepared to confirm, in accordance with the Plan, because Pearl has asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, Pearl's rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. See Plan § 10.5(b).
<b>Objections to Rejection Schedules (Regarding Rejection Only)</b>				
1.	1087	Compudile, Inc. (" <b>Compudile</b> ")	<u>Objection to Notice of Proposed Rejection</u> . Objects to the rejection of four (4) Compudile contracts as listed in the Rejection Schedule and asserts damages amounting to \$100,681.36.	<del>See Brief ¶¶ 46(ii), 154-55</del> <b>Resolved</b> . The Debtors have revised the Assumption and Rejection Schedules, reflecting resolution of this objection. See Docket No. 1139.

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2.	1092	Devoted Health, Inc. ("Devoted")	<u>Limited Objection / Reservation of Rights.</u> Devoted files its limited objection solely to reserve its rights in the event the parties do not reach consensus concerning the rejection of their payor agreement.	<del>See Brief ¶ 46(ii), 154-55</del> <b>Resolved.</b> The Debtors have assumed the Devoted contracts, which have been added to an amended Assumption Schedule. See Docket No. 1139.
3.	1093	The Humana Entities	<u>Objection to Notice of Proposed Rejection.</u> The Humana Entities object to the Debtors' rejection of the <i>Amended and Restated Right of First Refusal Agreement</i> dated June 3, 2021 (the " <b>ROFR Agreement</b> "), between certain of the Humana Entities and Cano Health, Inc. The Humana Entities assert that the ROFR Agreement is not executory and may not be rejected.	<b>Resolved.</b> See <del>Brief ¶¶ 46(ii), 133-39</del> <i>Debtors' response to the Humana Entities' confirmation objection above.</i>
4.	1101	CD Support LLC ("CDS")	<u>Objection to Notice of Proposed Rejection.</u> CDS objects to the listing of one of its contracts, the Dental Services Administration Agreement, by and between CDS and Cano Health, LLC, effective as of April 13, 2022 (the " <b>DSAA</b> ") in the Rejection Schedule. CDS asserts the DSAA was terminated pre-petition and therefore is not executory and should not be listed on the Debtors' Rejection Schedule.	<del>See Brief ¶¶ 46(ii), 154-55</del> <b>Resolved.</b> — The Debtors are rejecting this contract have filed an amended Assumption Schedule that removes the DSAA, as requested by CDS. See Docket No. 1139.
<b>Cure Objections (Regarding Cure and Assumption Only)</b>				
1.	1031	AmerisourceBergen Drug Corporation (" <b>Amerisource</b> ")	<p><u>Cure Amount.</u> Amerisource objects to the amounts listed in the Cure Notice for a total of 11 agreements and asserts a total cure amount of \$773,464.57.</p> <p><u>Contract Description.</u> Amerisource objects to the description of the agreements.</p> <p><u>Contract Identification.</u> Amerisource claims the 11 agreements relate to 1 single contractual relationship and the descriptions in the Cure Notice are insufficient to determine the items that are proposed to be assumed. Amerisource requests that if the prime vendor agreement is assumed, it include all amendments and ancillary agreements.</p>	<p><b>Resolved.</b> Amerisource's rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation.— The Debtors are in the process of reconciling the disputed cure.— In accordance with section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date.— Accordingly, the Cure Dispute may be resolved post-confirmation.— See Brief ¶¶ 150-53.</p> <p><u>The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 58.</u></p>
2.	1032	BOF FL Flagler Station LLC (" <b>BOF</b> ")	<u>Cure Amount.</u> BOF objects to the Cure Amount provided (\$62,303.00) and asserts the amount due is \$172,044.91.	<b>Resolved.</b> The Debtors updated the Cure Amount to reflect the amount asserted by BOF.— See Supplement to Plan Supplement [Docket No. 1023].— Accordingly, the Debtors believe this Objection is resolved.

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3.	1035, 1083	Verdant Commercial Capital, LLC (“ <b>Verdant</b> ”), assignee of Barlop Business Systems	<p><u>Cure Amount.</u> Verdant objects to the Cure amount provided (\$0) and asserts the amount due is \$63,005.22, plus any additional rent payments that become due, and requests legal fees incurred to date of \$5,270; total alleged Cure Amount of \$68,275.22.</p>	<p><u>Post-Confirmation Issue.</u> Verdant’s rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation.— The Debtors are in the process of reconciling the disputed cure. In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date.— Accordingly, the Cure Dispute may be resolved post-confirmation.— See Brief ¶¶ 150-53.</p>
4.	1036	Cigna Health and Life Insurance Company (“ <b>Cigna</b> ”)	<p><u>Contract Identification.</u> Cigna asserts the Cure Notice only references one Cigna agreement with Express Scripts, Inc. (“<b>ESI</b>”). Cigna alleges that it has no record of the contract with ESI.</p> <p><u>Assumption Order.</u> Cigna asserts that any order permitting the assumption of any of the Cigna contracts must direct the Debtors to pay all amounts due as of the Effective Date as a condition precedent to assumption, and that amounts will continue to accrue and actual cure amounts cannot be determined prior to the Effective Date.</p> <p><u>Reservation of Rights.</u> Cigna reserves its rights to full and adequate cure amounts because the default of the Plan is assumption.</p>	<p><del>The</del><u>Resolved.</u> <del>See Debtors are rejecting all of’ response to the Cigna contracts, which have been added to the Rejection Schedule, rendering this confirmation objection moot</del><u>above.</u></p>
5.	1039	Laboratory Corporation of America Holdings (“ <b>LabCorp</b> ”)	<p><u>Cure Amount.</u> LabCorp asserts it is unable to confirm the proposed Debtors’ proposed cure amount of \$2,045.48. LabCorp claims the Debtors were party to at least 9 contracts, and it filed a Proof of Claim for \$107,211.96.</p> <p><u>Contract Identification.</u> LabCorp objects to the description because it cannot identify the listed agreement.</p>	<p><u>Post-Confirmation Issue.</u> Labcorp’s rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation.— The Debtors are in the process of reconciling the disputed cure.— In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date.— Accordingly, the Cure Dispute may be resolved post-confirmation.— See Brief ¶¶ 150-53.</p>
6.	1040	GRI-EQY (Concord) LLC (“ <b>Concord</b> ”)	<p><u>Cure Amount.</u> Concord objects to the Debtors’ cure amount of \$202,002.00 and asserts it should be \$226,493.28.</p> <p><u>Adequate Assurance.</u> Concord requests adequate assurance information from any proposed assignee of the Lease.</p>	<p><del>Concord’s rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation. The Debtors are in the process of reconciling the disputed cure. In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full</del></p>

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			<p><u>Reservation of Rights.</u> Concord asserts that the Debtors must satisfy any Adjustment Amounts that have not yet been billed or come due under the lease, and comply with all contractual obligations, including indemnification.</p>	<p><del>amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post confirmation. See Brief ¶¶ 150-53</del><b>Resolved.</b> The Debtors have included language in the proposed Revised Confirmation Order reflecting resolution of this objection. See Docket No. 1132 at ¶ 61.</p>
7.	1041	De Paz Holdings, LLC and V&L Investment Group, Inc. (“ <b>De Paz</b> ”)	<p><u>Cure Amount.</u> De Paz objects to the Debtors’ cure amounts totaling \$51,560 for eight contracts and asserts it should total \$160,257.44.</p> <p><u>Assumption Order.</u> De Paz requests that any order establishing cure amounts must provide for the payment of all charges due in the ordinary course, including charges after the lease is assumed and indemnification charges.</p> <p><u>Contract Identification.</u> De Paz asserts it is unsure of the Debtors’ intentions regarding the unexpired lease for 1248 N.W. 119th Street, Miami, Florida.</p> <p><u>Joinder.</u> De Paz also joins in the objections raised by the other landlords.</p>	<p><b>Post-Confirmation Issue.</b> De Paz’s rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation.— The Debtors are in the process of reconciling the disputed cure.— In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date.— Accordingly, the Cure Dispute may be resolved post-confirmation.— See Brief ¶¶ 150-53.</p>
8.	1042	Elevance Health, Inc. (“ <b>Elevance</b> ”)	<p><u>Cure Amount.</u> Elevance objects to the \$0 cure amounts provided by the Debtors for the assumption of five agreements.</p> <p><u>Contract Identification.</u> Elevance asserts it cannot ascertain which contracts the Debtors propose to assume and cannot reasonably evaluate the cure amounts because of the generic contract descriptions relating to Elevance.</p>	<p><b>Resolved.</b> See Debtors’ response to Elevance’s Confirmation Objection above.</p>
9.	1043	Sunshine State Health Plan, Inc. and WellCare Health Insurance of Arizona, Inc. (“ <b>Health Plans</b> ”)	<p><u>Cure Amount.</u> Health Plans dispute the Debtors’ proposed Cure amounts of \$0.</p> <p><u>Contract Identification.</u> Health Plans assert it is unclear if the rejection of Ambetter refers to a contract with Health Plans, and that the Debtors’ rejection of Sunshine Health does not correctly identify the legal name of the counterparty.</p> <p><u>Defaults.</u> Health Plans assert the following defaults must be cured: (1) non-monetary default whereby the Debtors</p>	<p><del>Health Plan’s rights are preserved under the Plan and Confirmation Order to be dealt with post-confirmation. The Debtors are in the process of reconciling the disputed cure. In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post confirmation. See Brief ¶¶ 150-53</del><b>Resolved.</b> The</p>



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			breached the minimum member contract threshold (of persons having at least one office visit per year) pursuant to the Second PPA and (ii) monetary default whereby the Debtors have deficits under the First PPA (\$1,127,354) and Second PPA (\$3,627,545), to the extent the Debtors are seeking to assume the First and Second PPA agreements.	<a href="#">Debtors have revised the Assumption and Rejection Schedules, reflecting resolution of this objection. See Docket No. 1139.</a>
10.	1044-46	Marlow Hernandez, Jason Conger, and Richard Aguilar (the "Former Employees")	<u>Cure Amount.</u> The Former Employees assert the cure amounts in the Assumption Schedule of \$0 are incorrect and assert the following cure amounts are due under the agreements: \$284,777.27 (Hernandez); \$216,891.65 (Conger); and \$263,096.12 (Aguilar).	<del>The Debtors are in the process of reconciling the disputed cure. In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date. Accordingly, the Cure Dispute may be resolved post-confirmation.</del> <a href="#">Post-Confirmation Issue.</a> See Brief ¶¶ 150-53 <a href="#">Debtors' response to the Former Employees' confirmation objection above.</a>
11.	1049	<del>UnitedHealthcare Insurance Company, UnitedHealthcare of Florida, Inc. (together, "UHC"), Preferred Care Network, Inc. ("PCN"), Preferred Care Partners, Inc. ("PCP"), and Change Healthcare Solutions, LLC ("United", and collectively, the "The United Entities")</del>	<u>Cure Amount.</u> United objects to the Assumption Notice based upon the Debtors' provision of incorrect cure amounts. As of May 28, 2024, United claims the total amounts due total \$31,038,922.07. Further, United alleges the Debtors have defaulted under the Risk Agreements by failing to cure the deficits in the Operating Funds and by failing to fund the Security Reserve Accounts, which must be cured upon assumption. <u>Contract Identification.</u> United asserts the information provided is insufficient to allow United to identify any of their additional contracts that may be implicated.	<del>The Debtors will work with the United Entities to transition the rejected Risk Agreements and the Medical Group Agreement, and satisfy any applicable regulatory noticing requirements.</del> <a href="#">Resolved.</a> See <a href="#">Debtors' response to the United Entities' confirmation objection above.</a> <del>In accordance with the Plan, because the United Entities have asserted a purported right of setoff or recoupment in a timely filed proof of claim or objection to confirmation, the United Entities' rights of setoff and recoupment, if any, are preserved in accordance with the Plan and as provided under the Bankruptcy Code. See Plan § 10.5(b).</del>
12.	1088	Pedro Cordero ("Cordero")	<u>Cure Amount.</u> Cordero objects to the Debtors' proposed cure amount of \$0 and instead asserts a cure amount of \$153,3286.95.	<del>The Debtors are in the process of reconciling the disputed cure.</del> <a href="#">Post-Confirmation Issue.</a> — In accordance with Section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date.— Accordingly, the Cure Dispute may be resolved post-confirmation.— See Brief ¶¶ 150-53.
13.	1089	Hemisphere Holdings I, LLC	<u>Cure Amount.</u> Hemisphere objects to the proposed cure	<a href="#">Post-Confirmation Issue.</a> Hemisphere's rights are

No.	Docket No.	Objecting Party	Summary of Objection	Debtors' Response
		("Hemisphere")	amount of \$0 and instead asserts a cure amount of \$5,768.93.	preserved under the Plan and Confirmation Order to be dealt with post-confirmation.— The Debtors are in the process of reconciling the disputed cure.— In accordance with <del>S</del> section 8.2(d) of the Plan, the Debtors will reserve Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparties to the extent not resolved prior to the Effective Date.— Accordingly, the Cure Dispute may be resolved post-confirmation.— See Brief ¶¶ 150-53.
14.	1091	<del>Humana Insurance Company, Humana Health Plan, Inc., Humana Government Business, Inc., CarePlus Health Plans of Florida, Inc., CarePlus Health Plans, Inc., and their related entities and their affiliates that underwrite or administer health plans (collectively, the "The Humana Entities")</del>	<p><u>Cure Amount.</u> The Humana Entities objects to the proposed cure amounts and asserts there are ambiguities regarding the method of calculation of these amounts. The Humana Entities assert that due to the number of contracts and complexity in calculating the balances, the Humana Entities cannot fully confirm the cure amounts. In addition, the Humana Entities allege that specific sums for particular contracts are not clear, and that the Transition Claims should be included as part of the cure amounts.</p> <p><u>Contract Identification.</u> The Humana Entities asserts the Debtors fail to provide an adequate description of parties to the contracts.</p>	<u>Resolved.</u> See <del>Brief ¶¶ 46(ii), 133-39</del> <u>Debtors' response to the Humana Entities' confirmation objection above.</u>