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)

. __ v

----- x

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF THE PROPOSED PLAN, (IV) PROCEDURES FOR OBJECTION TO THE CONFIRMATION OF THE PROPOSED PLAN, (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PROPOSED PLAN IN THE WALL STREET JOURNAL, MIAMI HERALD AND SUN SENTINEL

This Affidavit of Publication includes the sworn statements verifying that the Notice of (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date, (III) Hearing on Confirmation of the Proposed Plan, (IV) Procedures for Objection to the Confirmation of the Proposed Plan, (V) Procedures and Deadline for Voting on the Proposed Plan was published and incorporated by reference herein as follows:

- 1. In *The Wall Street Journal* on May 29, 2024, attached hereto as **Exhibit A**.
- 2. In *Miami Herald* on May 29, 2024, attached hereto as **Exhibit B**.
- 3. In Sun Sentinel on May 29, 2024, attached hereto as **Exhibit C**.

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.



Exhibit A

AFFIDAVIT

STATE OF NEW JERSEY

) ss:

CITY OF MONMOUTH JUNCTION, in the COUNTY OF MIDDLESEX)

I, Ian Martin, being duly sworn, depose and say that I am the Advertising Clerk of the Publisher of THE WALL STREET JOURNAL, a daily national newspaper of general circulation throughout the United States, and that the notice attached to this Affidavit has been regularly published in THE WALL STREET JOURNAL for National distribution for

1 insertion(s) on the following date(s):

MAY-29-2024;

ADVERTISER: CANO HEALTH, INC.;

and that the foregoing statements are true and correct to the best of my knowledge.

Sworn to before me this

29 day of May

2024

Notary Public



Keith Oechsner NOTARY PUBLIC State of New Jersey ID # 50106528 My Commission Expires June 10, 2024

Stock

Stellantis

Symbotic

Telus

TFI Intl

TJX

TKO

TPG

Tapestry

StifelFinancial SF

Sym Close Chg STLA 22.43 0.12

80.39 -0.68

40.65 0.35 50.36 0.38

41.31 0.40

16.30 0.02 42.74 -0.50

TFII 133.21 -0.27

TIMB 16.00 0.03 TJX 101.42 -0.72

TKO 108.61 1.12

TMUS 167.31 1.31

TPG 43.24 -0.99 T.RowePrice **TROW** 116.33 -1.87 **TSM** 159.41 -0.59

SYY 72.47 -0.48

STE 223.39

STMicroelec STM 41.88 -0.01 Stryker SYK 339.31 3.77

SumitomoMits SMFG 12.81 0.25

SunLifeFinancial SLF 50.56 -0.49 SuncorEnergy SU Sunoco SUN

SuperMicroComp SMCI 874.72 -9.16

SYM

 Symbotic
 STM
 43.22
 -0.11

 SynchronyFinl SYF
 43.22
 -0.11

 Synonsys
 SNPS
 587.94
 0.54

TUV

TE Connectivity TEL 150.40 -0.47

TU

TakeTwoSoftware TTWO 156.79 2.19 TakedaPharm **TAK** 13.11 -0.01 Tapestry **TPR** 41.41 -0.89

BIGGEST 1,000 STOCKS

ontinued From	Page	B7	Net	Stock	Sym	Close	Net Chg	Stock	Sym	ı Close	Net
Stock	Sym	Close	Chg	MatadorRscs	MTDR	62.04	1.45	MotorolaSol	MSI	359.89	-4.71
Linde	LIN	429.92	-5.65	MatchGroup	MTCH	29.35	-0.05	MurphyUSA	MUSA	445.92	1.4
LiveNationEnt	LYV	94.89	-1.10	McCormickVtg	MKC.V	70.79	-2.82	NICE	NICE	191.33	1.6
LloydsBanking	LYG	2.80	0.05	McCormick	MKC	71.31	-0.90	NIO	NIO	4.90	0.0
LockheedMartin	LMT	458.48	-8.87	McDonald's	MCD	253.54	-4.57	NNN REIT	NNN	40.77	-0.5
Loews	L	74.02	-0.73	McKesson	MCK	549.26	-11.47	I NRG Energy	NRG	83.85	-2.1
LogitechIntl	LOGI	95.43	-0.58	Medpace	MEDP	390.81	0.26	NVR	NVR	7356.13	-60.1
Lowe's	LOW	215.37	0.16	Medtronic	MDT	82.00	-0.29	I NXP Semicon	NXPI	279.63	2.4
lululemon	LULU	295.25	-7.76	MercadoLibre	MELI	1708.00	14.43	Nasdaq	NDAQ	60.20	-2.0
LvondellBasell	LYB	98.71	0.17	Merck	MRK	126.09	-3.40	1 Natera	NTRA	109.57	0.0
	_			MetaPlatforms	META	479.92	1.70	NationalGrid	NGG	60.01	-0.
N	I N			MetLife	MET	70.98	-1.56	NatWest	NW	8.14	0.
M&T Bank	MTD	148.82	1.04	Mettler-Toledo	MTD	1454.55	-24.98	i NetApp	NTAP	118.01	2.
				MicrochipTech	MCHP	98.82	0.59	NetEase	NTES	91.19	0.
MGM Resorts				MicronTech	MU	132.67	3.18	Netflix	NFLX	649.00	2.:
MKS Instrum				Microsoft	MSFT	430.32	0.16	Neurocrine	NBIX	140.48	1.0
MPLX		40.44	0.23	MicroStrategy	MSTR	1675.35	-9.49	NewOrientalEduc	EDU	81.38	3.
MSA Safety		181.94		MidAmApt	MAA	130.31	-2.89	NYTimes A	NYT	49.63	-0.
MSCI		495.70	2.70	MitsubishiUFJ	MUFG	10.38	0.32	Newmont	NEM	42.40	0.4
MagnaIntl		45.32		MizuhoFin	MFG	4.07	0.02	NewsCorp B	NWS	27.49	-0.
MakeMyTrip		77.89		Mobileye	MBLY	26.49	0.83	NewsCorp A	NWSA	26.63	-0.
ManhattanAssoc				Moderna	MRNA	153.20	-13.41	NextEraEnergy	NEE	77.53	0.
ManulifeFinl	MFC		-0.34	MohawkInds	MHK	115.76	-0.67	Nextracker	NXT	55.33	-1.4
Maplebear	CART			MolinaHealthcare	мон	324.09	-8.04	Nike	NKE	92.00	0.
MarathonOil	MRO	26.45	0.89	! MolsonCoorsB	TAP	52.96	-0.54	NiSource	NI	27.90	-0.
MarathonPetrol			1.36	MolsonCoorsA	TAP.A	59.00	-1.46	Nokia	NOK	3.87	0.0
Markel	MKL	1603.65	-14.64	monday.com	MNDY	240.54	-2.96	Nomura	NMR	6.00	0.0
MarketAxess	MKTX	206.35	-10.54	Mondelez	MDLZ	67.57	-0.73	Nordson	NDSN	233.58	-4.
Marriott	MAR	234.14	-2.45	MongoDB	MDB	335.86	-13.88	NorfolkSouthern	NSC	222.81	-4.
Marsh&McLen	MMC	203.97	-3.92	MonolithicPower	MPWR	759.58	6.20	NorthernTrust	NTRS	82.08	-1.
MartinMarietta	MLM	570.32	-8.84	MonsterBev	MNST	51.65	-1.05	NorthropGrum	NOC	455.50	-10.
MarvellTech	MRVL	78.33	1.65	Moody's	мсо	405.80	-4.80	Novartis	NVS	99.68	-0.
Masco	MAS	67.48	-1.62	MorganStanley	MS	98.67	-0.30	NovoNordisk	NVO	134.08	-1.
MasTec	MTZ	110.27	-1.94	Morningstar	MORN	291.94	-5.66	NuHoldings	NU	12.18	0.4
Mastercard	MA	445.08	-6 10	Mosaic	MOS	31.13	0.15	Nucor	MHE	168.39	-2.8

Close	Net Cha	Stock	Sym	Close	Net Chg	Stock Sy	n Close	Net Chg	Stock Sy	m Close	Net Chg	Stock Sy	m Close	Net Chg	Stock	Sym (Close	Net Chg	
250.00	4 71	Nutanix	NTNX	71.78	-1 07	PalantirTech PLT	R 21.05	0.04	Prologis PLI	105.00	0.25	ResMed RM	D 207.17	-6.09	Sea	SE	69.63	-2 35	
359.89 445.92	-4.71 1.47	Nutrien	NTR	59.30		PaloAltoNtwks PAN			PrudentialFinl PR		-1.63	RestaurantBrands QSF		-0.30	Seagate		96.84	2.65	
191.33	1.67	I nVentElectric	NVT			PanAmerSilver PAA	S 22.64	1.60	Prudential PU	K 19.58	-0.07	Revvity RV1	Y 111.86	-1.41	Sempra	SRE	75.36	-0.48	
4.90	0.07	NVIDIA	NVDA	1139.01	74.32	ParamountA PARA	A 20.60	-0.24	PublicServiceEnt PE	74.54	-0.50	RexfordIndlRealty REX	R 43.70	0.02	ServiceIntl	SCI	69.79	-2.05	
	-0.53					ParamountB PAR	A 12.01	0.05	PublicStorage PS	A 270.49	-1.90	RioTinto RIO	70.86	-0.99	ServiceNow	NOW 7	28.86	-9.65	
	-2.15	0	Р (Q		ParkerHannifin PH	526.54	-3.29	PulteGroup PH	M 113.26	-1.04	Rivian RIV	N 10.42	-0.02	SharkNinja	SN	74.89	-1.99	i
7356.13 -		ONEOK	OKE	80.96	0.11	Parsons PSN	77.37	-1.88	I PureStorage PS	rG 62.52	1.47	Robinhood HOC	D 20.47	-0.04	Shell	SHEL	71.74	0.92	
279.63	2.46	ON Semi	ONE	73.65		Paychex PAY	X 120.27	-3.96	Qiagen QG	EN 43.02	-0.71	Roblox RBL	X 32.96	0.29	SherwinWilliams	SHW 3	01.73	-3.11	
60.20	-2.03	OReillyAuto		957.51		PaycomSoftware PAY	C 166.79	-3.89	Qorvo QR	/0 98.18	-0.11	RocketCos. RK1			ShinhanFin	SHG	34.32	-0.68	
109.57	0.06	OccidentalPetro		62.21		Paylocity PC	Y 151.78	-1.86	Qualcomm QC	M 213.08	2.72		258.60	-5.58	ShockwaveMed			0.40	
60.01	-0.68	Okta		96.15		PayPal PYP	L 62.17	0.53	QuantaServices PW	R 279.64	-3.79	RogersComm B RCI	39.40	0.12	Shopify	SHOP		1.22	
8.14	0.13	OldDomFreight			0.25	Pearson PSC		-0.08	QuestDiag DG	X 138.91	-2.37	RoivantSciences ROI		-0.15	SimonProperty			-0.70	
118.01	2.34		ORI		-0.29	PembinaPipeline PBA		0.25		~			U 56.45		SiriusXM	SIRI	2.76	0.01	
91.19	0.71	OmegaHealthcare		31.12			151.44	-1.25	R	S		Rollins ROI			SkechersUSA		70.46	2.17	
649.00	2.25	Omnicom		93.21		Pentair PNF		-3.80	RBC Bearings RB	287 90	-3.62		533.02		Skyworks			-0.81	
140.48	1.08	OnHolding		41.82			192.81	-0.85	RB Global RB		-0.61		T 137.64		SmithAO			-2.24	
81.38	3.26	Ontolnnovation					173.38	-4.61		X 43.68		RoyalBkCanada RY	105.04		Smith&Nephew		24.90	0.03	
	-0.26	OpenText			-0.22	PerformanceFood PFG		-0.98		M 109.93		RoyalCaribbean RCL			Smucker	SJM 1		-1.29	•
42.40	0.42	Oracle		124.49	1.58	PermianRscs PR	16.08	0.25		K 105.52			D 130.70	2.19	Snap	SNAP			
	-0.03	Orange			-0.13	PetroleoBrasil PBR PetroleoBrasilA PBR		0.43	RalphLauren RL	181.25	7.80	RoyaltyPharma RPR		0.02	Snap-On Snowflake	SNA 2 SNOW 1			ı
	-0.11	Orix		108.17	1.49			0.50	RangeResources RR		1.09	RyanSpecialty RYA Ryanair RYA	N 54.24 N 122.44	-0.72 -0.20	SOOUIMICH		49.61	0.16	
77.53	0.92	Oshkosh		112.37		Pfizer PFE PhilipMorris PM	28.30 100.05	0.12	RaymondJames RJI				192.52		Solventum	SOLV		-0.59	
55.33		OtisWorldwide					142.76	0.12	RealtyIncome 0	51.57			i 431.00	-7.24	Sony	SONY		-0.59	
92.00 27.90	0.25	Ovintiv	ovv	49.20		Pilgrim'sPride PPC		-0.34	Reddit RD	DT 58.49	3.77		C 187.29	-0.80	Southern			-0.42	
3.87	0.02	OwensCorning	OC	177.85		PinnacleWest PNV		-0.34	RegalRexnord RR	X 146.06	-3.47	SEI Investments SEI			SoCopper	SCCO 1		3.41	
6.00	0.02	PDD		149.72		Pinterest PIN		0.06	RegencyCtrs RE				A 21.15		SouthwestAir			-0.32	
	-4.36	PG&E	PCG	18.22		PlainsAllAmPipe PA		-0.13	RegenPharm RE	N 973.16	-11.86		C 60.88		SouthwesternEner		7.44	0.05	
	-4.05	PNC Finl	PNC	152.34	-1.92		P 17.78	-0.27	RegionsFinl RF	19.06	-0.06		A 396.29		Spotify	SPOT 3		2.13	٠
	-1.23	POSCO	PKX	70.28	-0.28		L 357.65	-4.81	ReinsGrp RG	A 207.70	-1.53		A 269.83		SproutsFarmers		78.94		
455.50 -		PPG Ind	PPG	129.60	-1.82	Primerica PRI	222.86	-4.69	Reliance RS	302.13	-1.67	Samsara IOT	37.82		StanleyBlackDck				
	-0.85	PPL	PPL	28.57	-0.11	PrincipalFinl PFG		-1.10	RenaissanceRe RN	R 228.97	0.30	Sanofi SNY			Stantec			-0.84	
	-1.96	PTC	PTC	179.56	-3.44		R 68.82	0.07	Rentokillnit RT	26.39	-0.08	SareptaTherap SRI	PT 113.33	-10.13	Starbucks	SBUX		-1.39	
12.18	0.45	Paccar	PCAR	107.95	-1.48	Procter&Gamble PG	163.11	-2.22	Repligen RG	EN 156.75	-1.41	Schlumberger SLB			StateStreet	STT	73.91	-1.48	
168.39	-2.88	PackagingCpAm	PKG	180.92	-2.85	Progressive PGF	205.18	1.27	RepublicSvcs RS	G 183.51	-3.30		W 70.79	-1.48	SteelDynamics	STLD 1	34.28	0.94	
																			-

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Class 3	First Lien Claims	
Class 4	RSA GUC Claims	
Class 5	Non-RSA GUC Claims	
Class 6	Convenience Claims	
 		 _

PARTICIPATION

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DEA

LEGAL NOTICE DEA NOTICE OF FORFEITURE SOUTHERN DISTRICT OF TEXAS

10K Yellow Gold Double Curb Link Bracelet, Seized from Hector Hernandez on 8/29/2020, at Falfurrias Border Patrol Checkpoint, Encino, TX. Any person asserting an ownership or possessory interest and desiring to claim the above bracelet has 30 days from the date of first publication to file a claim with DEA at 1111 Southern Minerals Road, Corpus Christi, TX. 78409. Attn: DEA/ARG

NOTICE OF SALE

ADJOURNED NOTICE OF SALE

PLEASE TAKE NOTICE, that in accordance with applicable provisions of the Uniform Commercial Code as enacted in New York, by virtue of certain Events of Default under that certain Partnership Interests Pledge and Security Agreement dated as of November 24, 2021 (the "Pledge Agreement"), executed and delivered by CGI 1100 BISCAYNE MANAGEMENT GP, LLC and CGI 1100 BISCAYNE MANAGEMENT GP, LLC and CGI 1100 BISCAYNE MANAGEMENT HOLDO, LP (collectively, the "Pledgop"), and in accordance with it rights as holder of the security, MADISON REALITY CAPITAL DEBT MA II HOLDINGS MB LLC ("Secured Party"), by virtue of those certain USAT Certificates held in accordance with Article 8 of the Uniform Commercial Code of the State of New York (the "Code"), and by virtue of those certain USAT State ("Code"), and by virtue of those certain USAT State ("Will Offer for sale, at public auction: (i) all of Pledgor's right, title, and interest in advor of Secured Party, all in accordance with Article 9 of the Code, Secured Party will offer for sale, at public auction: (i) all of Pledgor's right, title, and interest in and to the following: (GI 1100 Biscayne Management, LP (the "Pledged Entity"), and (ii) certain related rights and property relating thereto (collectively, (i) and (ii) are the "Collateral"). Secured Party's understanding is that the principal asset for the Pledged Entity is the premises located at 1100 Biscayne Blvd. Miami, Fl. (the "Property") Mannion Auctions, LLC ("Mannion"), under the direction of Matthew D. Mannion or William Mannion (the "Auctioneer"), will offer for sale amount of \$7,768,420.61, including principal, interest on principal, and reasonable fees and costs, puls default interest through June 24, 2024 at 200pm, in satisfaction of an indebteness in the approximate amount of \$7,768,420.61, including principal, interest on principal, and reasonable fees and costs, puls default interest through June 24, 2024, subject to open charges and all additional costs, fees and disblursements perm

NOTICE OF SALE

UCC Sale. All assets of Municipal Finance & Services Corp, 581 Main St, Suite 660, Woodbridge, NJ 07095, including all rights to Accelerated Municipal Payments (AMP) platform, non-factoring accounts payable program for local governments, to be sold at public sale at 10:00 am local time on Friday, 5/31/24 at Yacht Haven Grande, Suite J-206, St Thomas, VI 00802. You may register to bid by phone, contact info@dgfunds.com or (340)-774-8800 for more information

PRODUCTS

CONFESSIONS OF A CHURCH LAWYER: IN DEFENSE OF CHRISTIANITY BY MATTHEW FLYNN.

An experienced Church lawyer explains the detail of the abuse cases, outlines steps to prevent the ecurrence, and defends the enduring relevance o Christianity, and especially the Catholic Church. Available on Amazon and elsewhere.

matthewjflynn2018@gmail.com



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D | DOW JONES



Exhibit B



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun Fort Worth Star-Telegram The Fresno Bee The Island Packet The Kansas City Star Lexington Herald-Leader The Telegraph - Macon Merced Sun-Star Miami Herald El Nuevo Herald The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Copy of ad content is on the next page

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald 1 insertion(s) published on: 05/29/24

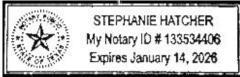
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 31st day of May in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits. Legal document please do not destroy! IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re CANO HEALTH, INC., et al.,

Chapter 11 Case No. 24–10164 (KBO) (Jointly Administered)

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 Sta PLEASE TAKE NOTICE THAI:

 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 consider approval or the unscourse statement for the routin Amenaea Joint Cingret i 1 Plan or Reorganization of Cann Health, Inc. and Its Affiliated Debtors, filed on May 21, 2024 [Docket No. 866] fast may be amended, supplemented, or otherwise modified, the "Disdosure Statement"] 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 thereor. 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. 864] (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, 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, Willimington, Delaware 19901, 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 Bankruptry Court or the Debtors without further notice other than adjournments anonured in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptry 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 Interest against the beltors 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 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 withy our Ballot and your Ballot and your ballot and your costs.

 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 all all all contents are seen as a content of the proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Novel Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Novel Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Novel Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Novel Plan are not entitled to vote and will not receive a Ballot. Such holders will instead to the notice of the Novel Plan are not entitled to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not receive a Ballot. Such holders will not entitle to vote and will not 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 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 paragea, Plan 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 Rules! Temporarily allowing your Claim in a different manutor for in adfireent 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., asmay be orderwise ordered by the balantipyt, Joult. Vectorials have offered in a first mind at Latio nearth, inc., et al., Ballor Processing Center of MCC, 222 N, Padinc Coast Highway, Suite 300, El Segundo, Galifornia 90245, or by email via https://www.kcdlc.net/Canotlealth/Inquiry, or by telephone at 1-888-251-2679 (Domestic) or 310-751-2690 (International) to receive an appropriate Ballor 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 Planis June 21, 2024 at 5:00 p.m. (prevailing Eastern Time) (the "Plan Objection Deadline").
- 7. Objections and responses, Farny, to onfirmation 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 Debtor's 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
- Objection with provious early 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,

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 <u>actually received</u> by the following parties no later than the Plan Objection Deadline: (i) **Pobtors:** Cano Health, Inc., et al., 9725 NW 117th Avenue, Miami, Florida 33178, Attn: Mark Kent, Chief Executive Officer, David Armstrong, General Counsel; (ii) **Office of the U.S. Instees** for the District of Delaware, 44K fing Street, Suite 207, Lockbox 35, Wilmington, Delaware 19801, Attn:Benjamin A. Hackman, Esq., Jon Lipshie, Esq., Emali: Benjamin, A. Hackman, Su., Jon Lipshie, Esq., Emali: Garyh. Shari, Shar wilmington, Delawder 1980 J., Attr.:Michael J., Merchant, Esq., Amana A., Steele, Esq., Email: Merchantlewt.com, steele@iff.com; J. (O dounsel to the Ad Roc First Lien Group: Gilson, Dima & Crutcher LIQ. 200 Park Nev. New York, NY 10166, Attn: Scott J. Greenberg. Esq., Michael J. Cohen, Esq., Christina M. Brown, Esq., Email: Soreenberg@ilsondunn.com, McOhen@ilsondunn.com, Christina Brown@ilsondunn.com - and- Pachulski, Stang, Zielk J. Sones L1991 North Lanker Street #1700, Wilmington, Delaware 1980, 1 Attr.: Launa Davis Jones, Esq., James O'Neill, Esq., Email: Jones@pszijlaw.com, joneill@pszijlaw.com; (vi) Counsel to the DIP Agent: ArentFox James or Neni, Csl., Ethai. joinese jsz. jaw.com. joinese jsz. jaw Collateral Agent under Side-Car Credit Agreement: White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020-1009, Attr. Kerrick Seay, Esq., David Ridley, Esq., Andrew Zatz, Esq., Email: kerrick.seay% the Patient Care Ombudsman in or in connection with the Chapter 11 Cases, the Definitive Documents, whitecase com, David Ridley whitecase com, actaly white actaly composed to a representation of votes on the Proposed Association Indenture Trustee for the Senior Notes U.S. Bank National Association: Kelley Drye & Warren Plan, the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the

LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: James S. Carr, Esq., Kristin S. Elliott, Esq., Email: jcarr@kelleydrye.com, kelliott@kelleydrye.com; and (x) Counsel to the Creditors' Com. Day Il Hastings LIP, 200 Park Avenue, New York, New York 10166, Attn. Kris Hansen, Esq., Trez Gilad, Esq., Emall: krishansen@paulhastings.com, erezgilad@paulhastings.com -and- Cole Schotz P.C., 500 Delaware Avenue, Sutie 1410, Wilmington, Delaware 19801, Attn. Justin R. Alberto, Esq., Andrew J. Roth-Moore, Esq., Email: jalberto@coleschotz.com,aroth-moore@coleschotz.com.

- 9. IF ANY OBJECTION TO CONFIRMATION OF THE PROPOSED PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIRED HEREIN. THE ORIECTING PARTY MAY BE BARRED FROM ORIECTING TO
- 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 agonet, KCC, in writing: Cano Health, inc., et al., Ballot Processing Center of KC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via https://www.kcclic.net/CanoHealth/inquiry. Interested parties may also review the Disclosure Statement and the Proposed Plan free of charge at https://www.kcclic.net/CanoHealth. in addition, the Disclosure Statement and Proposed Plan are on file with the Bankrupty Court and may be reviewed for a fee by accessing the Bankrupty 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

- INJUKTION PROVISIONS IN THE PROPOSED PLAN

 11. Releases, Exculpation, and Injunctions under Article X of the Proposed Plan. Please be divised 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 Parties' 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 Estates, and any refson seekung to exercise the nights of the estates, and any successors to the beators or any Estate representative appointed or selected pursuant to section 132(b(s)) of the Bankruptyc Code, from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, loses, 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 uniquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, contingent or need, existing or neterinater arising, in law, equity or outerwise, that the 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 Line Credit Agreements (and the Loan Documents as defined therein), the Senior Notes Indenture, the ubject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the roposed 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 indude 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.
- 13. Releases by Holders of Claims and Interests. As of the Effective Date, except for the right to 13. Releases by noticer to train an interests. As on the elective back, except our meight 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 Parties' conclusively, absolutely, unconditionally, irrevocably, and forever disknaped and released shall be deemed discharged and released shall be deemed discharged and released that the 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 RRISA and all other statutory claims, claims for northuistions, withdrawal liability, relacation 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 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 Estarcturing, 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 Fadility, 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 een any Debtor and any Released Party (other than assumed contracts or leases). the restructuring uetween any between and in precessour a right violent untain sossitute countez for leasely, uter establishing of Calims 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 reposes train, in all cases based upon any other actor offission, transaction, agreement, even for other occurrence taking place on or before the Effective beate. 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 of 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 formedical 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 using yellowing yellowing 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 Observations of the Proposed Plan (including the Plan Supplement).

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

 (b) Except a sepressly 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, 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 enjoned, on and after the Effective Date, solely with respect to any Calims, Interests, and Causes of Action that will be or are extinguished, discharged, released, or treated pursuant to the and causes of rection in an win set of a rectanguisnes, usclarating the releases, or leader up usual 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, decree, or order against the Released Parties of the property of any of the Released Parties, (III) (reating, 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 (i) 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 Basel and unley mean model claim in 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)
- ucinicum the bar Datevroter).

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

Dated: May 21, 2024, Wilmington, Delaware, *Is/ Michael J. Merchant*, RICHARDS, LAYTON & FINGER, P.A., Mark D. Collins (No. 2981), Michael J. Merchant (No. 3854), Amanda R. Steele (No. 5530), 920 North King Street main V. Cumis (via. 22-91), michied 1. merciain (via. 23-94), midiana h. 3. leete (via. 33-95), 220 viat uning steet, Wilmington, Delware 1980 T, lefelphone: 302-651-7700, Email: collinse/fitcom, merchant@ff.com, steele@ff.com com- and-WEIL, GOTSHAL & MANGES LLP, Gary T. Holtzer (admitted pro hox vice), Jessica Liou (admitted pro hox vice), Matthew Georen (admitted pro hox vice), Kevin Bostel (admitted pro hox vice), 7.67 Fifth Avenue, New York, New York 10153, Telephone: (212) 310-8000, Emails: gary, holtzer@well.com, jessica.liou@well.com, matthew. en@weil.com,kevin.bostel@weil.com, Attorneys for the Debtors and the Debtors in Possession

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.

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

Takeleased Parties means, collectively, and in each case, solely in their capacities as such is a Nebesta 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 Ald hor First Lien Group and the Prepetition Secured Parties, (i) the Serior Notes Indentier Trustee, (i) the Patient Care Ombodisman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the fotal Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelar, in her capacity as former director of the Debtors, and (f) 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 to the contract of the contrac teleased Parties under the Proposed Plan.

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, (f) the Senior Notes Indenture Trustee, (f) the Patient Care Ombudsman, (b) the Exit Facility Agent, (f) 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 we to accept the Proposed Plan and do not optout of granting the releases set front in the Proposed Plana, provided, that, if a Person or Entity is not a "Palestrica Device Theories in Palestre Parties (in the English Sellers, problems and Polestrica Device). Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

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 Uncertainty Committee, including professionals retained pursuant to the OCP Order, (d) the Greditors 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 Dates shall be Exculpated Parties under the Proposed Plan and (y) all of the Debtors' officers and directors employed prior to, but not on or affect, the Petition Date shall not be Exculpated Parties under the Proposed Plan. PAGE 6A | WEDNESDAY MAY 29, 2024 MIAMI HERALD

FROM PAGE 5A

DRUGS

sold the samples, also has pleaded guilty to conspiracy to commit wire fraud. Gregory Muñoz, 45, of Minneola, west of Orlando, is set to be sentenced July 23. Muñoz sold products from the company to several universities in Florida, including UF, court records said.

Yu emailed Muñoz in 2020 and said his employer needed 10 boxes of cholera toxin, which he acknowledged was a substance heavily regulated by the U.S. government.

'This is the cholera toxin," Muñoz replied. "Remember, we had issues in the past and they require a lot of documentation signed by the university."

Muñoz discovered in December 2022 that his employer was investigating him and warned Yu, who continued to place hundreds of new orders to ship to China in 2023, court records said. "Wow, I am really screwed now," Muñoz wrote. "Anti-bribery, anti-kickback."

Last year, in February, Yu emailed Muñoz and asked, "Do you still need Leticia to send you this order?'

Muñoz and his lawyer, Fritz J. Scheller, of Orlando, also did not immediately return a phone message.

A third person, Jonathan Rok Thyng, 47, who lived at the same address as Yu in Gibsonton, agreed to plead guilty to conspiracy to commit a federal crime and faces up to five years in prison and a \$250,000 fine. Prosecutors said Thyng ordered some of the biomedical substances and shipped some of the packages to China. He was expected to formally enter his plea June 18.

Thyng and his lawyer, Bjorn Erik Brunvand, of Clearwater, also did not immediately return a phone message.

Prosecutors said U.S. Customs and Border Protection seized an April 2023 shipment that Thyng sent from Tampa to China containing biomedical items ordered by the UF marketing student and others.

The Department of Justice said orders placed through UF qualified for significant discounts prosecutors said the scheme's organizers paid \$4.9 million for \$13.7 million worth of biomedical supplies — and included free items and free over-

night shipping. Prosecutors said in court records they would recommend leniency for Yu, Muñoz and Thyng because they promised to cooperate with investigators and accepted responsibility for their crimes. Prosecutors said all are American citizens. The DOJ asked the judge to order Yu and Muñoz each to forfeit \$100,000, which it said was how much Yu and Muñoz had earned over the years.

COMPANY REPORTS SCHEME TO FEDS

The scheme unraveled when the company

known as MilliporeSigma, a subsidiary of Merck KGaA of Darmstadt, Germany — discovered the ruse involving UF and reported its involvement to the U.S. government. Under new DOJ rules, such companies that selfreport export violations and cooperate can escape prosecution.

The company said Friday that it fired Muñoz and cooperated with investigators to avoid prosecution. This was the first time those rules were applied, the government said.

'Because of Millipore-Sigma's timely disclosure and exceptional cooperation, a rogue company insider and his accomplice pled guilty to fraudulently diverting millions of dollars' worth of biochemicals to China, and the company will not be prosecuted," said Deputy Attorney General Lisa Monaco in Washington.

"As national security and corporate crime increasingly intersect, companies that step up and own up under the department's voluntary selfdisclosure programs can help themselves and our nation," she added.

PUBLIC HEARING

Miami-Dade County Transportation Disadvantaged (TD) Local Coordinating Board (LCB) will hold a Public Hearing on Wednesday, June 12, 2024, at 10:30 AM in the Miami-Dade Transportation Planning Organization Offices located at 150 West Flagler Street, Suite 1924 Miami, FL 33130 for the purpose of receiving input regarding unmet needs or any other area(s) that relate to the local transportation services for the TD community. All interested parties are invited to attend.

For further information, please contact the LCB Coordinator Jeannine Gaslonde at (305) 375-1739, or Jeannine.Gaslonde@mdtpo.org

It is the policy of the Miami-Dade TPO to comply with all requirements of the Americans with Disabilities Act. For assistance, please call 305-375-1888 at least five business days in advance.



CITY OF DORAL NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified a LOCAL PLANNING AGENCY MEETING on June 12, 2024 beginning at 5:30 PM to consider an amendment to the City's Official Zoning Map. This meeting will be held at the City of Doral, Government Center, Council Chambers located at 8401 NW 53rd Terrace, Doral, Florida, 33166.

The City of Doral proposes to adopt the following Resolution:

RESOLUTION No. 24-

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY. RECOMMENDING APPROVAL / DENIAL OF, OR GOING FORWARD WITHOUT A RECOMMENDATION TO THE LOCAL GOVERNING BODY, AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP FROM INDUSTRIAL DISTRICT (I) TO INDUSTRIAL COMMERCIAL DISTRICT (IC), FOR A ±0.028-ACRE PARCEL OF LAND LOCATED AT 10450 NORTHWEST 33 STREET; PROVIDING FOR AN EFFECTIVE DATE

HEARING NO.: 24-06-DOR-08 APPLICANT: Harborgenix, LLC (the "Applicant") PROJECT NAME: Harborgenix, LLC Rezoning PROPERTY OWNER: Harborgenix, LLC LOCATION: 10450 NW 33 Street, Doral, FL FOLIO NUMBER: 35-3029-118-0001 SIZE OF PROPERTY: ±0.028 acres

FUTURE LAND USE MAP CATEGORY: Industrial

ZONING DISTRICT: Industrial (I)

REQUEST: The Applicant is requesting a zoning map amendment from Industrial (I) to Industrial Commercial (IC) for the property located at 10450 NW 33 Street.

Location Map



Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, any person who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding

Connie Diaz, MMC City Clerk City of Doral

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

CANO HEALTH, INC., et al., Debtors.

Case No. 24–10164 (KBO) (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: 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. 866] (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. 864] (as may be amended, supplemented, or otherwise modified

2. Confirmation Hearing. A hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing") has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on 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 onen 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

Class Description Class 3 Class 4 First Lien Claims RSA GUC Claims 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 t. 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 Claimin 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.

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

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 <u>actually received</u> by the following parties no later than the Plan Objection Deadline: (i) **Debtors:** Cano Health, Inc., et al., 9725 NW 117th Avenue, Miami Florida 33178, Attn: Mark Kent, Chief Executive Officer, David Armstrong, General Counsel; (ii) *Office of the* U.S. Trustee: Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35. nington, Delaware 19801, Attn: Benjamin A. Hackman, Esq., Jon Lipshie, Esq., Email: Benjamin. A. Hackman@ usdoj.gov, Jon.Lipshie@usdoj.gov; (iii) Counsel to the Debtors: Weil, Gotshal & Manges LLP, 767 Fifth Avenue New York, New York 10153, Attn: Gary T. Holtzer, Esq., Jessica Liou, Esq., Matthew P. Goren, Esq., Kevin Bostel, Esq. Email: gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, kevin.bostel@weil.com, (iv) **Co-Counsel to the Debtors:** Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn:Michael J. Merchant, Esq., Amanda R. Steele, Esq., Email:merchant@RLF.com, steele@rlf.com; (v) Counsel to the Ad Hoc First Lien Group: Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, NY 10166, Attn: Scott J. Greenberg, Esq., Michael J. Cohen, Esq., Christina M. Brown, Esq., Email: SGreenberg@ qibsondunn.com, MCohen@qibsondunn.com, Christina.Brown@qibsondunn.com -and- Pachulski, Stang Ziehl & Jones LLP, 919 North Market Street #1700, Wilmington, Delaware 19801, Attn: Laura Davis Jones, Esq James O'Neill, Esq., Email: ljones@pszjlaw.com, joneill@pszjlaw.com; (vi) Counsel to the DIP Agent: ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Jeffrey R. Gleit, Esg., Email: jeffrey. @afslaw.com; (vii) Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement: Freshfields Bruckhaus Deringer US LLP. 601 Lexington Avenue, New York, NY 10022, Attn: Mark F. Liscio, Esq., Scott D Talmadge, Esq., Email: mark.liscio@freshfields.con scott.talmadge@freshfields.com; (viii) Counsel to JPMorgan Chase Bank, N.A., Administrative Agent and Collateral Agent under Side-Car Credit Agreement: White & Case LIP, 1221 Avenue of the Americas, New York, New York 10020-1095, Attn: Kerrick Seay, Esq., David Ridley, Esq., Andrew Zatz, Esq., Email: kerrick.seay@ whitecase.com, David Ridley@whitecase.com, azatz@whitecase.com; (ix) Counsel to U.S. Bank National Association Indenture Trustee for the Senior Notes U.S. Bank National Association: Kelley Drye & Warren | Plan, the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the

LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: James S. Carr, Esq., Kristin S. Elliott, | Proposed Plan, whether or not such distribution occurs following the Effective Date, the occurrence of Esq., Email: jcarr@kelleydrye.com, kelliott@kelleydrye.com; and (x) **Counsel to the Creditors' Committee:** Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Kris Hansen, Esq., Erez Gilad, Esq., Email: krishansen@paulhastings.com, erezgilad@paulhastings.com -and- Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: Justin R. Alberto, Esq., Andrew J. Roth-Moore, Esq., Email: ialberto@coleschotz.com,aroth-moore@coleschotz.com.

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

10. Additional Information. Any party in interest wishing to obtain information about the solicitation ement or the Proposed Plan should contact the 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 PACÉR 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

dvised 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 Pro 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 Ba 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 ct 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 omi 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 ot, 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. 13. Releases by Holders of Claims and Interests. As of the Effective Date, except for the right t 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 een 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 ilful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current of 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

issions 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, implementatio 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

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 Parties' from liability.

(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 posed Plan in rela ion to any Claim or Interest extinu

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 provide 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. 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: May 21, 2024, Wilmington, Delaware, <u>/s/ Michael J. Merchant</u>, RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981), Michael J. Merchant (No. 3854), Amanda R. Steele (No. 5530), 920 North King Street Wilmington, Delaware 19801, Telephone: 302-651-7700, Email: collins@rlf.com, merchant@rlf.com, steele@rlf com -and- WEIL, GOTSHAL & MANGES LLP, Gary T. Holtzer (admitted *pro hac vice*), Jessica Liou (admitted *pro hac* vice), Matthew P. Goren (admitted *pro hac vice*), Kevin Bostel (admitted *pro hac vice*), 767 Fifth Avenue, New York, New York 10153, Telephone: (212) 310-8000, Emails: gary.holtzer@weil.com, jessica.liou@weil.com, matthew en@weil.com,kevin.bostel@weil.com, Attorneys for the Debtors and the Debtors in Possession 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.

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 other wise requires

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, (I) 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 b Released Parties under the Proposed Plan.

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, (i) the Patient Care Ombudsman, (k) the Exit Facility Agent, (I) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditor 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.

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.

Exhibit C

Published Daily Fort Lauderdale, Broward County, Florida Boca Raton, Palm Beach County, Florida Miami, Miami-Dade County, Florida

State Of Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices , Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on May 29, 2024 R5230007 Display Ad Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: May 29, 2024.

Signature of Notary Public

Notary Public State of Florida Leanne Rollins My Commission HH 500022 Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped Personally Known (X) or Produced Identification ()

SUN-SENTINEL

Order # - 7640849

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE Chapter 11 Case No. 24–10164 (KBO) CANO HEALTH. INC., et al.,

(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

PLEASE TAKE NOTICE THAT:

- PLEASETAKE NOTICE THAT:

 1. Approval of Bisdosure 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 Delators, filled on May 21, 2024, Interest 12 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Shapter 11 Plan of Reorganization of Cano Health, Inc. and Its delator admitsate shapter 11 asses (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 Anneade Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors, filed on May 21, 2024 [Docket No. 864] (as may be amended, supplemented, or otherwise modified, the "Pronoced Plan") the"Proposed Plan").
- Confirmation Hearing. A hearing to consider confirmation of the Proposed Plan (the "Confirmation"). 2. Confirmation Hearing. A hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing") has been scheduled before the Honorable Karen B. Owens, United States Bankrupty Judge, in the United States Bankrupty Court"), 824 North Market Street. United States Bankrupty Court of the District of Delaware 1980; 1 on June 28, 2024 at 3-503 a.m. (prevailing Eastern Time). The Confirmation Hearing may be adjourned or continued from time to time by the Bankrupty Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agents and matters scheduled for hearing filed by the Debtors with the Bankrupty Court. The Proposed Plannavalha modified if inaccastor, princip during or as a seculated the Confirmation Maarine. 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 Pronosed 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 t 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 classe
- 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 do sijection to your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors do sijection or request for termination 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 parappa he blowa and file with the Bandmurch curf van amoin of "Piela 2018/16 Middler" file a not previouset to Pulla. 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 im in a different amount or in a different class for purposes of voting to accept or reject the Proposed Pl Claim in a different amount or in a different class for purposes of voting to accept or reject the Proposed Plan. All Bulk 2018(a) Motions must be field on or before June 17, 2024 45.509 p.m. Proevalling 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 2018(a) Motion, such creditor's Ballot will be counted as provided in the Order except as may be otherwise ordered by the Bankrupty Court. Creditors may contact Kic in writing at Cann Belath, Inc., et al., Ballot Processing Center of NCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; or, he coast like blatter, Joseph Cann Belath Microsoft and the Suite Processing Center of NCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; or, he coast like blatter, Joseph Cell for Class Albeit Microsoft as, but shelphone, 1, 1898, 161, 1270. (Domestric Accessing Motions). 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 i
- 6. Objections to Confirmation. The deadline to object or respond to confirmation of the Proposed Plan is June 21, 2024 at 5:00 pm. (prevailing Sastern Time) (the "Plan Objection Deadline").
 7. Objections and responses, if any, to confirmation of the Proposed Plan, must: (i) bein writing; (ii) conform the Bankrupty Rules and the Local Bankrupty Rules; (iii) self orthit hera men of the objection party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtor's 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, resolved the such soft fermion. 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 State. 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

attention of the chambers of the Honorable Karen B. Owens, United States Bankruptcy Judge.

Any objections or seponses must be served so that they are <u>actually received</u> by the following parties no later than the Plan Objection Deadline: (i) <u>Debtors</u>: Cano Health, Inc., et al., 9725 NW 117th Avenue, Miami, Plorida 33178, Attin. Mark Kent, thicf Executive Office, 19 wold Amstrong, General Counsel; (ii) <u>Office of the U.S. Trustee</u>: Office of the U.S. Trustee: Office of the New York, New York (10153, Attr. Gary T. Holtzer, Esc., Jessica Liou, Esc., Matthew P. Goren, Esc., Kevin Bostel, Esc., Famil: gary, holtzer/well.com, jesica, Liou@Well.com, matthew.goren@well.com, kevin. hostelde/Well.com; (iv) G-Counsel to the Debtors: Richards, Layon, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attr. Michael J. Merchamt, Esc., Amanda R. Steele, Esq., Email: merchant@RLE.com, steel@flf.com; (v) Counsel to the AdHor First Lien Group: Gilbson, Dunn & Crutcher LLP, 200 Park Nev. New York, NY 10166, Attr. Scott J. Gerenberg, Esq., Michael J. Cohen, Esq., Christina M. Brown, Esq., Email: Scieneberg/ gibsondunn.com, Mochen@gibsondunn.com, Christina Bown@gibsondunn.com.-and-Pachukis, Stang, Zield & Jones LLP, 919 North Market Street #1700, Wilmington, Delaware 19801, Attr. Laura Davis Jones, Esq., James O'Nell, Esq., Email: Jones@pscjlaw.om, jonel@pscjlaw.om; (vi) Counsel for the DPR Agent. Aerenfox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10103, Attr. Jeffrey R. Gleit, Esq., Email: jeffrey and Richies Karlow.om; (ii) Counsel Accept States & Communications Americas Administrative Americas Floor Americas Attra Carlos Schiff. New York, New York 10153, Attn: Gary T. Holtzer, Esq., Jessica Liou, Esq., Matthew P. Goren, Esq., Kevin Bostel, Esq. gleit@afslaw.com; (vii) Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement: Freshfields Bruckhaus Deringer US LLP, 601 Lexington

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

CONFIRMATION OF THE PROPOSED PLANAND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.

10. Additional Information. An uparty in interest whising to obtain information about the solicitation rocedures or copies of the Disclosure Statement or the Proposed Plan should contact the Debtor's voting and baulation agent, Kci, mviting: can belath, Inc., et al., Ballot Processing Gener do KC, 222 N Pacific Coast tighway, surie 300, El Segundo, California 90254, or by email via https://www.kc/cl.cnet/CanoHealth.in_addition, the Disclosure Statement and the Proposed Plan free of charge at https://www.kc/cl.cnet/CanoHealth.in_addition, the Disclosure Statement and Proposed Plan are on file with the Mechanists of the Company of the C 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 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, the Good and valuable consideration, on and after the Effective Date, the Released Parties' 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 acceptable on behalf of the Debtors of the Estates, who have for the Debtors and the Estates. 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 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 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 resistion of the purchase or asle 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 wents (windows; text and value in the Interest that is treated in the (credit Agreements (and the Loan Documents as defined therein), the Senior Notes Indenture, the subject matter of or the transactions or events giving is 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 Disciosure 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 fland willful misconduct, or moss neclinence. In 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.

released on the Effective Date in accordance with Section 10.6(a) of the Proposed Plan.

13. Releases by bloders 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 Parties' conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims obligations rights, value indischarged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims obligations rights, value in Judens of Amazes downsoned, debt I lance Causes of 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 Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under Ethics, 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 Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lient Credit Agreements, the Solin Oxtes 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 to the word or the Company of the Company of Claims and Summer of Company 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 Demonstratible in Solicies bed advantaged to the Company of the Company o 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 Planshall be construed to release (1) the Released Parties from intentional fraud, II.0.b) of the Proposed viriansmal ne construed to release ()) the Neeleased Partness from intentional Traug, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current of former patient of the Debtors from pursuing any Calian 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 Calims for medical malapractice.

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, channed elemant debt in this cause of action remedies.

damage, demand, debt, right, cause of action, remedy, loss, and liability for any act or omission taker 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 Collateral Agent under the CS Credit Agreement: Freshfields Bruchhasu Deinoper US LUE, 601 Exangton 1, the Chapter 11 Cases, the negotiation, consummation, and pursuit of the Disclosure Statement, the composition of the Co

KelleyDrye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007. Attn: James S. Carr, Esq., | Plan, the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the Kristin S. Elliott, Esq., Email; karr@kelleydrye.com, kelliott@kelleydrye.com; and (x) Goursel to the Creditors! Proposed Plan, whether or not such distribution occurs following the Effective Date, the occurrence of Committee; a black havings to Pland A. Kristin Stanes, Esq., Face Gilad, Effective Date, the Sale Process, negotiations regarding or oncerning any of the freegoing, or the Effective Date, the Sale Process, negotiations regarding or oncerning any of the freegoing, or the Effective Date, the Sale Process, negotiations regarding or oncerning any of the freegoing, or the Effective Date, the Sale Process, negotiations regarding or oncerning any of the freegoing, or the American Sale Process and Committee and Committee, and the Sale Process and Committee and Committee, and the Sale Process and Committee and Committee and Committee, and Committee and Committee, and 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 (a) Upon entry of the Continuation Order, all holders of Claims and Interests and other parties in Interest, along with their respective present or former employees, agents, offices, directory, principals, and affiliates, shall be enjoined from taking any actions to Interfere with the implementation or consumnation of the Proposed Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Proposed Plan.

(b) Except as expressly provided in the Proposed Plan, the Confirmation Order, or a separate order of the Bankrupty 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 Interest 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 Guses of Action that will be or are extinguished, discharged, released, or treated pursuant to the Proposed Plan from (i) commending, conducting, or orthinning 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) enforting, 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) exacting, perfecting, or otherwise enforcing in any manner, directly or indirectly, any indument, award, decree, or other vise enforcing in any manner of meased Parties, (iv) asserting any right of settled first or the property of any of the Released Parties, (iv) to section of any kind against the Released Parties or the property of any of the Released Parties, or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the property of any of the Released Parties or the propert or deemed to have rejected the Proposed Plan) and other parties in interest, along with their respectiv 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

or (ii) Government the Bar Date Order the Batruate Urner).

(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.

rnmental Bar Date (as defined in

ental Unit from filing a Proof of Claim on or by the Gover

- (d) The injunctions in Section 10.5 of the Proposed Plan shall extend to any successors of the Debtors
- (d) the injunctions in Section 10.5 of the Proposed Prain 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. 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: May 21, 2024, Wilmington, Delaware, <u>/s/ Michael J. Merchant</u>, RICHARDS, LAYTON & FINGER, P.A., Mark D. Collins (No. 2981), Michael J. Merchant (No. 3854), Amanda R. Steele (No. 5330), 920 North King Street, Wilmington, Delaware 19801, Telephone: 302-651-7700, Email: collins@rlf.com, merchant@rlf.com, steel@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, matthev goren@weil.com, kevin.bostel@weil.com, *Attorneys for the Debtors and the Debtors in Possession*

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.ccllc.net/CanoHealth. The Debtors' mailing addressis 9725 NW 117th Avenue, Miami, Florida 33178.

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

- 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 (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 Excisor Magent, (f) the Alb Cerist Lies Group and the Prepetition Secured Parties, (f) the Senior Notes Indenture Trustee, (f) the Patient Care Ombudsman, (b) the Exit Sacility Agent, (f) 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, (p) Jacqueline Guichelax, in her capacity as former director of the Debtors, and (r) with respect to each of the Greening Health Parties (Parties Agent Parties under the Debtors of Contract (p) Agent Parties (Parties and Parties and Parties and Parties of The Original Parties (Parties and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Belsead Parties under the Proposed Plan and (y) the Debtors' Gromer employees, offices and directors, or any former employee, member, manager, officers or direct and a way to the parties of the Debtors' former employees, offices and directors, or any former employee, member, manager, the Debtors' former employees, of fices and directors, or any former employee, member, manager, the Debtors' former or interest of the Debtors employee of the Parties or the Debtor for the Debtors' former employees, offices and directors, or any former employee, member, and the Debtors' former or the Debtors' former employees, offices and directors, or any former employee, member, and the Debtor former or the Debtors' former employees, offices and directors, or any former employee, member, and the Debtors' former employees, offices and directors, or any former employee, employees, or the Debtors' former employees, offices and directors, or any former employee, employees, offices and directors, or any former employees, offices and directors, or any former employees, offices and directors, or any former empl officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petitior Date (other than as enumerated in (p) and (g) in Section 1.186 of the Proposed Plan) shall not be Released arties under the Proposed Plan.
- easing Parties means, collectively, and in each case solely in their capacity as such: (a) the Debt (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 JIP Backstop Parties, (I) the Fronting Lender, (a) the Escrow Agent, (I) the Ad Hoc First Lien Group and the Frepetition Secured Parties, (I) the Serion Notes Indenture Trustee, (I) the Patient Care Ombudsman, (k) the Exit Facility Agent, (I) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (b) the Holders of Claims or Interests that vote to accept the Proposed Plan on toot quot of granting the releases see for thin 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 Party.
- Exculpated Parties means, collectively, in each case, solely in their capacities as such; (a) the Debtors, (b) the 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) Pofessionals retained by order of the Bankruptcy Court to represent the Debtors or the Creditors committee, including professionals retained pursuant to the OCP Order, (c) 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 excludation is provided pursuant to the Proposed Plan, solely to the cetent such Related Parties are Estate fiduciaries. For the avoidance of doubt and consultativations, as sustained is the Descence Blan are is as when featured to whose consolidations of the consolidations of th iotwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors' nanagers, 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.

Miscellaneous

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

Chapter 11 Case No. 24–10164 (KBO) CANO HEALTH, INC., et al., (Jointly Administered)

Obj Deadline: June 21, 2024 Hearing Date: June 28, 2024

Miscellaneous

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:

Miscellaneous

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. 866] (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. 864] (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, 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 s' 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.

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").

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 tion 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: (i) **Debtors:** Cano Health, Inc., et al., 9725 NW 117th Avenue, Miami, Florida 33178, Attn: Mark Kent, Chief Executive Officer, David Armstrong, General Counsel; (ii) Office of the U.S. Trustee: Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq., Jon Lipshie, Esq., Email: Benjamin A. Hackman@usdoj.gov, Jon. Lipshie@usdoj.gov; (iii) *Counsel to the Debtors:* Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Gary T. Holtzer, Esq., Jessica Liou, Esq., Matthew P. Goren, Esq., Kevin Bostel, Esq., Email: gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, kevin.bostel@weil.com; (iv) Co-Counsel to the Debtors: Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant, Esq., Amanda R. Steele, Esq., Email: merchant@RLF.com, steele@rlf.com; (v) *Counsel to the Ad Hoc First Lien Group:* Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, NY 10166, Attn: Scott J. Greenberg, Esq., Michael J. Cohen, Esq., Christina M. Brown, Esq., Email: SGreenberg@ .com, MCohen@gibsondunn.com, Christina.Brown@gibsondunn.com -and- Pachulski, Stang, Ziehl & Jones LLP, 919 North Market Street #1700, Wilmington, Delaware 19801, Attn: Laura Davis Jones, Esg. James O'Neill, Esq., Email: ljones@pszjlaw.com, joneill@pszjlaw.com; (vi) Counsel to the DIP Agent: ArentFox Schiff LLP. 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Jeffrev R. Gleit, Esq., Email: jeffrev. gleit@afslaw.com; (vii) Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement: Freshfields Bruckhaus Deringer US LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Mark F. Liscio, Esq., Scott D Talmadge, Esq., Email: mark.liscio@freshfields. com, scott.talmadge@freshfields.com; (viii) Counsel to JPMorgan Chase Bank, N.A., Administrative Agent and Collateral Agent under Side-Car Credit Agreement: White & Case LLP, 1221 Avenue of the

Bank National Association Indenture Trustee for the Senior Notes U.S. Bank National Association:

 $Kelley\,Drye\,\&\,Warren\,LLP, 3\,World\,Trade\,Center, 175\,Green wich\,Street, New\,York, NY\,10007, Attn: James\,S.\,Carr, Esq., 1966, 1976,$ Kristin S. Elliott, Esq., Email: jcarr@kelleydrye.com, kelliott@kelleydrye.com; and (x) *Counsel to the Creditors Committee*: Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Kris Hansen, Esq., Erez Gilad, Esq., Email: krishansen@paulhastings.com, erezgilad@paulhastings.com -and- Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: Justin R. Alberto, Esq., Andrew J. Roth-Moore, Esq., Email alberto@coleschotz.com.aroth-moore@coleschotz.com

Miscellaneous

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 solicitatio rocedures or copies of the Disclosure Statement or the Proposed Plan should contact the Debtors' voting and abulation 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 $Ivised\,that\,under\,Article\,X\,of\,the\,Proposed\,Plan:$

12. Releases by the Debtors. As of the Effective Date, except for the right to enforce the Proposed an 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 of 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 Lier 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 avo 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.

13. <u>Releases by Holders of Claims and Interests</u>. 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 of 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 nmation 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 of 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 o 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 taker 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 ninistration, 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) Americas, New York, New Yo 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 Parties $^{\mathfrak s}$ from liability.

Miscellaneous

Miscellaneous

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in terest, 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 summation of the Proposed Plan in relation to any Claim or Interest exting 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 o 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 of 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 exten 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

(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 Debtor nd 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

 $ithin \, Section \, 10.6 (b) \, of \, the \, Proposed \, Plan \, is \, at \, the \, holders' \, option.$

16. The Proposed Plan also contains other related provisions that may affect your rights against the Debtors. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PROPOSED PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE

Dated: May 21, 2024, Wilmington, Delaware, Island J. Merchant, RICHARDS, LAYTON & FINGER, P.A. Mark D. Collins (No. 2981). Michael J. Merchant (No. 3854). Amanda R. Steele (No. 5530), 920 North King Street Wilmington, Delaware 19801, Telephone: 302-651-7700, Email: collins@rlf.com, merchant@rlf.com, steele@rlf com -and- WEIL, GOTSHAL & MANGES LLP, Gary T. Holtzer (admitted pro hac vice), Jessica Liou (admitted pro hac vice), Matthew P. Goren (admitted pro hac vice), Kevin Bostel (admitted pro hac vice), 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

 $The last four digits of Cano \, Health, Inc.'s \, tax \, identification \, number \, are \, 4224. \, A \, complete \, list \, of \, the \, Debtors \, in \, Cano \, Cano$ 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.

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

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, (I) 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, (g) 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.

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, (i) the Patient Care Ombudsman, (k) the Exit Facility Agent, (I) 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.

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.



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