

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CANO HEALTH, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-10164 (KBO)
(Jointly Administered)

Obj. Deadline: June 17, 2024 at 4:00 p.m.
Re: Docket Nos. 989 & 1023

**OBJECTION OF LANDLORDS DE PAZ HOLDINGS, LLC AND V&L
INVESTMENT GROUP, INC. TO THE DEBTORS': (I) NOTICE OF
POTENTIAL ASSUMPTION OF UNEXPIRED LEASES AND PROPOSED
CURE AMOUNTS, AND (II) PLAN SUPPLEMENT IN CONNECTION WITH
FOURTH AMENDED PLAN OF REORGANIZATION**

De Paz Holdings, LLC and V&L Investment Group, Inc. (collectively, the "Landlords"), by and through their undersigned counsel, hereby object (the "Objection") to the Debtors' *Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [D.I. 989] (the "Cure Notice") and *Notice of Filing Plan Supplement in Connection with Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [D.I. 1023] (the "Plan Supplement"). In support of this Objection, the Landlords respectfully state as follows:

1. The Landlords are parties to written unexpired leases of nonresidential real property with the Debtors (each, a "Lease," and, collectively, the "Leases") for the locations listed on the attached Exhibit A (collectively, the "Leased Premises").

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



2. On February 4, 2024 (the “Petition Date”), the above-captioned debtors and debtors in possession (the “Debtors”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).

3. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

4. On March 14, 2024, Landlords filed proofs of claims for pre-petition amounts owed under the Leases.

5. On June 7, 2024, the Debtors filed the Cure Notice, which sets forth the Debtors’ proposed cure amounts for the Leases. Attached Exhibit A lists the cure amounts proposed by the Debtors under the column heading “Debtor Cure Amount.”

6. On June 14, 2024, the Debtors filed the Plan Supplement, which sets forth the same proposed cure amounts referenced in the Cure Notice.²

OBJECTION

7. The Debtors’ proposed cure amounts are not correct. The correct amounts are set forth on Exhibit A in the column titled “Landlord Cure Amount” exclusive of attorneys’ fees and costs, as supported by the attached account statements.

8. Pursuant to the Leases, the Debtors are obligated to pay regular monthly installments of fixed base rent, additional rent, and other charges due under the Leases, including but not limited to monthly installments for: taxes and assessments, insurance premiums, required capital improvements, and management fees.³ Prior to assumption of the Leases, the Debtors are required by section 365(b)(1) of the Bankruptcy Code to cure

² It is unclear whether the Debtors are seeking to assume or reject the unexpired lease for 1248 N.W. 119th Street, Miami, Florida.

all outstanding defaults under the Leases and compensate the Landlords for any actual pecuniary loss, including the payment of related attorneys' fees due under the Leases. *See* 11 U.S.C. §365(b)(1)(B). Attorneys' fees due under the Leases are compensable. *See LJC Corp. v. Boyle*, 768 F.2d 1489, 1494-96 (D.C. Cir. 1985); *In re Bullock*, 17 B.R. 438, 439 (B.A.P. 9th Cir. 1982); *In re Crown Books Corp.*, 269 B.R. 12, 14-15 (Bankr. D. Del. 2001); *In re BAB Enterprises, Inc.*, 100 B.R. 982, 984 (Bankr. W.D. Tenn. 1989); *In re Westview 74th St. Drug Corp.*, 59 B.R. 747, 757 (Bankr. S.D.N.Y. 1986); *In re Ribs of Greenwich Vill., Inc.*, 57 B.R. 319, 322 (Bankr. S.D.N.Y. 1986). As part of the Landlords' pecuniary losses, the Landlords are entitled to attorneys' fees in connection with the Debtors' obligation to cure all monetary defaults under the Leases.

9. To the extent that rent, additional rent, attorneys' fees, and/or other charges continue to accrue, and/or the Landlords suffer other pecuniary losses with respect to the Leases, the Landlords hereby reserve the right to amend the Landlords' Cure Amounts to reflect such additional amounts, including to account for year-end adjustments, including, without limitation, any amounts which have not yet been billed or have not yet become due under the terms of the Leases.

10. Landlords further object to the assumption of the Leases to the extent that the ultimate approved cure amounts do not include amounts that may become due under the Leases after the Leases are assumed, but which may relate to the pre-assumption period, including but not limited to real estate taxes and reconciliations. Any order establishing cure amounts in connection with the assumption of the Leases must provide for the payment of all charges due and/or accrued in the ordinary course under the terms of the Leases, notwithstanding the ultimate approved cure amounts.

³ Copies of the Leases are available upon request.

11. Landlords further object in that the Leases provide that the Debtors must indemnify and hold Landlords harmless with respect to any existing claims that may not become known until after the assumption of the Leases, including but not limited to personal injury claims or damage to the Leased premises caused by the Debtors or their agents. Any order approving the assumption of the Leases must therefore provide that the assumption is pursuant to the terms of the Leases, and that the Debtors will continue to be responsible for all such indemnification obligations, regardless of when they arose.

12. Landlords further object to any proposed cure process that would withhold payment of undisputed cure amounts beyond the assumption date. In the event of a cure dispute that extends beyond the date of assumption of the Leases, the undisputed portion of the cure amount must be paid upon assumption, and a reserve must be established for the disputed portion of any cure amount.

13. Accordingly, any order that is entered establishing a cure amount with respect to the Leases must require that the Debtors (i) comply with all obligations under the Leases pursuant to 11 U.S.C. § 365(d)(3) pending the actual assumption of the Leases; and (ii) cure any additional defaults that may occur or accrue under the Leases between the date of this Objection and the effective date of any assumption by the Debtors. *See* 11 U.S.C. § 365(b)(1).

ARGUMENT

14. Section 365 of the Bankruptcy Code obligates the Debtors to promptly cure all existing defaults before assuming any unexpired lease of non-residential real property. *See* 11 U.S.C. § 365(b)(1)(A) and (B); *Agri Star Meat & Poultry, LLC v. Nevel Props. Corp. (In re Nevel Props. Corp.)*, 765 F.3d 846, 849 (8th Cir. 2014) (stating that a

lease cannot be assumed unless a cure has been effected); *In re Alipat, Inc.*, 36 B.R. 274, 276 (Bankr. E.D. Mo. 1984) (“[I]f there has been a default in an executory contract or unexpired lease, the trustee may not assume such contract or lease unless he or she cures the default, compensates the other party, and provides adequate assurance of future performance...”). The Debtors are therefore required to promptly cure all existing defaults by paying Landlords the actual cure amounts immediately due upon the assumption of the Leases.

15. Prior to the Leases actually being assumed, all other amounts that will become due and owing under the Leases, including attorneys’ fees also need to be cured to the extent such amounts remain unpaid.

RESERVATION OF RIGHTS AND JOINDER

16. Landlords reserve the right to assert any and all other claims against the Debtors arising out of or related to the Leases, including without limitation, claims for (a) the costs of any repair that may be necessary after inspection of the interior of the Leased Premises; (b) post-petition rent and other charges accruing under the Leases hereafter that Landlords have yet to discover and not yet identified; (c) pecuniary losses suffered by Landlords as a result of any defaults by Debtors under the Leases, including, but not limited to, attorneys’ fees and costs incurred as a direct result of any further defaults; and (d) non-monetary defaults of which Landlords do not have knowledge at this time. Landlords reserve all rights to object to any proposed assignee of the Leases on any basis, to the extent the Debtors seek to assign the Leases, as well as any other rights they now have or may have under applicable law with respect to this matter including but not limited to any rights under Section 365 of the Bankruptcy Code. To the extent not

inconsistent herewith, Landlords hereby join in the objections raised by the other Landlords in this bankruptcy.

WHEREFORE, Landlords, De Paz Holdings, LLC and V&L Investment Group, Inc., by and through undersigned counsel, respectfully request the Court sustain this Objection to the cure amounts proposed in the Cure Notice and Plan Supplement, and for such other relief as the Court deems proper and just.

Dated: June 17, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Laurel D. Roglen

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*Counsel to De Paz Holdings, LLC and V&L
Investment Group, Inc.*

EXHIBIT A

Landlord	Leased Premises	Debtor Cure Amount	Landlord Cure Amount
V&L Investment Group, Inc.	5521 S.W. 8th Street, Miami, FL	\$0.00	\$39,130.48
De Paz Holding, LLC	3855 E. 4th Avenue, Hialeah, FL	\$1,793.00	\$22,399.45
De Paz Holding, LLC	10040 S.W. 40th Street, <u>and</u> 10130 S.W. 40 Street, Miami, FL	\$13,884.00	\$17,858.24
De Paz Holding, LLC	1200 N.E. 125 Street, N. Miami, FL	\$19,112.00	\$22,591.91
De Paz Holding, LLC	1240 N.W. 119 Street, <u>and</u> 1272 N.W. 119 Street, Miami, FL	\$7,975.00 \$5,388.00	\$18,219.84
De Paz Holding, LLC	4580 S.W. 8th Street, Miami, FL	\$3,408.00	\$10,191.08
De Paz Holding, LLC	20215 N.W. 2nd Ave., N. Miami, FL	\$0.00	\$22,622.48
De Paz Holding, LLC	1248 N.W. 119th Street, Miami, FL	n/a*	\$7,243.96

*It is unclear if the debtor is seeking to assume or reject this unexpired lease.

V & L INVESTMENT GROUP INC**LEASE PAYMENT SUMMARY**

Date:	14-Jun-24	Customer:	Cano Health
Premises:	5521 SW 8 Street		9725 NW 117th Ave, Ste 200
	4,760 SF		Medley, FL 33178

	V & L Investment Group Inc		Cano payment		Outstanding Balance
January 2023	\$ 15,421.54	\$	13,151.42	\$	2,270.12
February 2023	\$ 15,421.54	\$	13,151.42	\$	2,270.12
March 2023	\$ 15,421.54	\$	13,151.42	\$	2,270.12
April 2023	\$ 15,421.54	\$	13,151.42	\$	2,270.12
May 2023	\$ 15,421.54	\$	13,151.42	\$	2,270.12
June 2023	\$ 15,421.54	\$	13,151.42	\$	2,270.12
July 2023	\$ 15,421.54	\$	13,447.00	\$	1,974.54
August 2023	\$ 15,733.16	\$	13,466.01	\$	2,267.15
September 2023	\$ 15,733.16	\$	13,466.01	\$	2,267.15
October 2023	\$ 15,733.16	\$	13,466.01	\$	2,267.15
November 2023	\$ 15,733.16	\$	13,466.01	\$	2,267.15
December 2023	\$ 15,585.43	\$	13,466.01	\$	2,119.42
January 2024	\$ 15,585.43	\$	13,466.01	\$	2,119.42
February 2024	\$ 15,585.43	\$	13,466.01	\$	2,119.42
March 2024	\$ 15,585.43	\$	13,466.01	\$	2,119.42
April 2024	\$ 15,585.43	\$	13,466.01	\$	2,119.42
May 2024	\$ 15,585.43	\$	13,466.01	\$	2,119.42
June 2024	\$ 15,216.11	\$	13,466.01	\$	1,750.10
Total	\$ 279,612.11	\$	240,481.63	\$	39,130.48

Instructions for Payments:**Instructions for Wire Payments**

Account Name: V & L Investment Group Inc.
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: V & L Investment Group Inc.
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

This will be the only rent schedule provided for the year. Please retain a copy for your files

DE PAZ HOLDINGS LLC**LEASE PAYMENT SUMMARY**

Date: June 14, 2024
Premises: 3855 E 4th Ave, Hialeah, Fl

Customer: Cano Health
9725 NW 117th Ave, Ste 200
Medley, Fl 33178

	De Paz Holding	Cano payment	Outstanding Balance
January 2023	\$ 24,077.99	\$ 23,494.71	\$ 583.28
February 2023	\$ 24,077.99	\$ 23,494.71	\$ 583.28
March 2023	\$ 24,077.99	\$ 23,494.71	\$ 583.28
April 2023	\$ 24,077.99	\$ 23,494.71	\$ 583.28
May 2023	\$ 24,077.99	\$ 23,494.71	\$ 583.28
June 2023	\$ 24,077.99	\$ 23,494.71	\$ 583.28
July 2023	\$ 24,077.99	\$ 23,494.71	\$ 583.28
August 2023	\$ 24,655.70	\$ 24,053.43	\$ 602.27
September 2023	\$ 24,655.70	\$ 24,053.43	\$ 602.27
October 2023	\$ 24,655.70	\$ 24,053.43	\$ 602.27
November 2023	\$ 24,655.70	\$ 24,053.43	\$ 602.27
December 2023	\$ 24,424.19	\$ 24,053.43	\$ 370.76
January 2024	\$ 26,934.63	\$ 24,053.43	\$ 2,881.20
February 2024	\$ 26,934.63	\$ 24,053.43	\$ 2,881.20
March 2024	\$ 26,934.63	\$ 24,053.43	\$ 2,881.20
April 2024	\$ 26,934.63	\$ 24,424.19	\$ 2,510.44
May 2024	\$ 26,934.63	\$ 24,424.19	\$ 2,510.44
June 2024	\$ 26,296.36	\$ 24,424.19	\$ 1,872.17
Total	\$ 452,562.43	\$ 430,162.98	\$ 22,399.45

Instructions for Payments:**Instructions for Wire Payments**

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

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DE PAZ HOLDINGS LLC**LEASE PAYMENT SUMMARY**

Date:	June 14, 2024	Customer:	Cano Health
			9725 NW 117th Ave, Ste 200
Premises:	10130-10040-10100 SW 40 St., Miami, FL		Medley, FL 33178

	De Paz Holding	Cano payment	Outstanding Balance
January 2023	\$ 17,101.61	\$ 16,138.87	\$ 962.74
February 2023	\$ 17,101.61	\$ 16,138.87	\$ 962.74
March 2023	\$ 17,101.61	\$ 16,138.87	\$ 962.74
April 2023	\$ 17,101.61	\$ 16,138.87	\$ 962.74
May 2023	\$ 17,101.61	\$ 16,138.87	\$ 962.74
June 2023	\$ 17,101.61	\$ 16,138.87	\$ 962.74
July 2023	\$ 17,101.61	\$ 16,138.87	\$ 962.74
August 2023	\$ 17,481.37	\$ 16,506.15	\$ 975.22
September 2023	\$ 17,481.37	\$ 16,506.15	\$ 975.22
October 2023	\$ 17,481.37	\$ 16,506.15	\$ 975.22
November 2023	\$ 17,481.37	\$ 16,506.15	\$ 975.22
December 2023	\$ 17,317.23	\$ 16,506.15	\$ 811.08
January 2024	\$ 18,050.83	\$ 16,506.15	\$ 1,544.68
February 2024	\$ 18,050.83	\$ 16,506.15	\$ 1,544.68
March 2024	\$ 18,050.83	\$ 16,506.15	\$ 1,544.68
April 2024	\$ 18,050.83	\$ 17,317.23	\$ 733.60
May 2024	\$ 18,050.83	\$ 17,317.23	\$ 733.60
June 2024	\$ 17,623.09	\$ 17,317.23	\$ 305.86
Total	\$ 314,831.22	\$ 296,972.98	\$ 17,858.24

Instructions for Payments:**Instructions for Wire Payments**

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

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DE PAZ HOLDINGS LLC**LEASE PAYMENT SUMMARY**

Date: June 14, 2024 **Customer:** Cano Health
Premises: 1200 NE 125th St, North Miami, FL 9725 NW 117th Ave, Ste 200
Medley, FL 33178

	De Paz Holding	Cano payment	Outstanding Balance
January 2023	\$ 15,332.61	\$ 14,025.33	\$ 1,307.28
February 2023	\$ 15,332.61	\$ 14,025.33	\$ 1,307.28
March 2023	\$ 15,332.61	\$ 14,025.33	\$ 1,307.28
April 2023	\$ 15,332.61	\$ 14,025.33	\$ 1,307.28
May 2023	\$ 15,332.61	\$ 14,025.33	\$ 1,307.28
June 2023	\$ 15,332.61	\$ 14,025.33	\$ 1,307.28
July 2023	\$ 15,332.61	\$ 14,025.33	\$ 1,307.28
August 2023	\$ 15,681.66	\$ 14,362.91	\$ 1,318.75
September 2023	\$ 15,681.66	\$ 14,362.91	\$ 1,318.75
October 2023	\$ 15,681.66	\$ 14,362.91	\$ 1,318.75
November 2023	\$ 15,681.66	\$ 14,362.91	\$ 1,318.75
December 2023	\$ 15,534.42	\$ 14,362.91	\$ 1,171.51
January 2024	\$ 16,178.30	\$ 14,362.91	\$ 1,815.39
February 2024	\$ 16,178.30	\$ 14,362.91	\$ 1,815.39
March 2024	\$ 16,178.30	\$ 14,362.91	\$ 1,815.39
April 2024	\$ 16,178.30	\$ 15,534.42	\$ 643.88
May 2024	\$ 16,178.30	\$ 15,534.42	\$ 643.88
June 2024	\$ 15,794.93	\$ 15,534.42	\$ 260.51
Total	\$ 282,275.76	\$ 259,683.85	\$ 22,591.91

Instructions for Payments:**Instructions for Wire Payments**

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

This will be the only rent schedule provided for the year. Please retain a copy for your files

DE PAZ HOLDINGS LLC**LEASE PAYMENT SUMMARY**

Date: June 14, 2024 **Customer:** Cano Health
Premises: 1240 & 1272 NW 119 St, Miami, FL 9725 NW 117th Ave, Ste 200
Medley, FL 33178

	De Paz Holding	Cano payment	Outstanding Balance
January 2023	\$ 17,229.99	\$ 16,834.06	\$ 395.93
February 2023	\$ 17,229.99	\$ 16,834.06	\$ 395.93
March 2023	\$ 17,229.99	\$ 16,834.06	\$ 395.93
April 2023	\$ 17,229.99	\$ 16,834.06	\$ 395.93
May 2023	\$ 17,229.99	\$ 16,834.06	\$ 395.93
June 2023	\$ 17,229.99	\$ 16,834.06	\$ 395.93
July 2023	\$ 17,229.99	\$ 16,834.06	\$ 395.93
August 2023	\$ 17,654.37	\$ 17,244.48	\$ 409.89
September 2023	\$ 17,654.37	\$ 17,244.48	\$ 409.89
October 2023	\$ 17,654.37	\$ 17,244.48	\$ 409.89
November 2023	\$ 17,654.37	\$ 17,244.48	\$ 409.89
December 2023	\$ 17,488.60	\$ 17,244.48	\$ 244.12
January 2024	\$ 19,698.95	\$ 17,244.48	\$ 2,454.47
February 2024	\$ 19,698.95	\$ 17,244.48	\$ 2,454.47
March 2024	\$ 19,698.95	\$ 17,244.48	\$ 2,454.47
April 2024	\$ 19,698.95	\$ 17,476.27	\$ 2,222.68
May 2024	\$ 19,698.95	\$ 17,476.27	\$ 2,222.68
June 2023	\$ 19,232.15	\$ 17,476.27	\$ 1,755.88
Total	\$ 326,442.91	\$ 308,223.07	\$ 18,219.84

Instructions for Payments:**Instructions for Wire Payments**

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

This will be the only rent schedule provided for the year. Please retain a copy for your files

DE PAZ HOLDINGS LLC**LEASE PAYMENT SUMMARY**

Date: June 14, 2024

Customer: Cano Health

Premises: 4580 SW 8th St, Miami, Fl

9725 NW 117th Ave, Ste 200
Medley, Fl 33178

	De Paz Holding	Cano payment	Outstanding Balance
January 2023	\$ 11,004.62	\$ 10,621.52	\$ 383.10
February 2023	\$ 11,004.62	\$ 10,621.52	\$ 383.10
March 2023	\$ 11,004.62	\$ 10,621.52	\$ 383.10
April 2023	\$ 11,004.62	\$ 10,621.52	\$ 383.10
May 2023	\$ 11,004.62	\$ 10,621.52	\$ 383.10
June 2023	\$ 11,004.62	\$ 10,621.52	\$ 383.10
July 2023	\$ 11,004.62	\$ 10,621.52	\$ 383.10
August 2023	\$ 11,243.60	\$ 10,852.65	\$ 390.95
September 2023	\$ 11,243.60	\$ 10,852.65	\$ 390.95
October 2023	\$ 11,243.60	\$ 10,852.65	\$ 390.95
November 2023	\$ 11,243.60	\$ 10,852.65	\$ 390.95
December 2023	\$ 11,138.03	\$ 10,852.65	\$ 285.38
January 2024	\$ 11,986.05	\$ 10,852.65	\$ 1,133.40
February 2024	\$ 11,986.05	\$ 10,852.65	\$ 1,133.40
March 2024	\$ 11,986.05	\$ 10,852.65	\$ 1,133.40
April 2024	\$ 11,986.05	\$ 11,138.04	\$ 848.01
May 2024	\$ 11,986.05	\$ 11,138.04	\$ 848.01
June 2024	\$ 11,702.02	\$ 11,138.04	\$ 563.98
Total	\$ 204,777.04	\$ 194,585.96	\$ 10,191.08

Instructions for Payments:**Instructions for Wire Payments**

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

This will be the only rent schedule provided for the year. Please retain a copy for your files

DE PAZ HOLDINGS LLC**LEASE PAYMENT SUMMARY**

Date: June 14, 2024 **Customer:** Cano Health
Premises: 20215 NW 2nd Ave, Miami, FL 9725 NW 117th Ave, Ste 200
Medley, FL 33178

	De Paz Holding	Cano payment	Outstanding Balance
January 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
February 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
March 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
April 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
May 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
June 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
July 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
August 2023	\$ 25,255.77	\$ 24,548.25	\$ 707.52
September 2023	\$ 25,868.14	\$ 25,123.25	\$ 744.89
October 2023	\$ 25,868.14	\$ 25,123.25	\$ 744.89
November 2023	\$ 25,868.14	\$ 25,123.25	\$ 744.89
December 2023	\$ 25,625.25	\$ 25,123.25	\$ 502.00
January 2024	\$ 27,603.21	\$ 25,123.25	\$ 2,479.96
February 2024	\$ 27,603.21	\$ 25,123.25	\$ 2,479.96
March 2024	\$ 27,603.21	\$ 25,123.25	\$ 2,479.96
April 2024	\$ 27,603.21	\$ 25,123.25	\$ 2,479.96
May 2024	\$ 27,603.21	\$ 25,123.25	\$ 2,479.96
June 2024	\$ 26,949.10	\$ 25,123.25	\$ 1,825.85
Total	\$ 470,240.98	\$ 447,618.50	\$ 22,622.48

Instructions for Payments:**Instructions for Wire Payments**

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

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DE PAZ HOLDINGS LLC**LEASE PAYMENT SUMMARY**

Date: June 14, 2024
Premises: 1248 NW 119 St, Miami, Fl

Customer: Cano Health
 9725 NW 117th Ave, Ste 200
 Medley, Fl 33178

	De Paz Holding	Cano payment	Outstanding Balance
January 2023	\$ 2,535.62	\$ 2,302.87	\$ 232.75
February 2023	\$ 2,535.62	\$ 2,302.87	\$ 232.75
March 2023	\$ 2,535.62	\$ 2,302.87	\$ 232.75
April 2023	\$ 2,535.62	\$ 2,302.87	\$ 232.75
May 2023	\$ 2,535.62	\$ 2,302.87	\$ 232.75
June 2023	\$ 2,535.62	\$ 2,302.87	\$ 232.75
July 2023	\$ 2,535.62	\$ 2,302.87	\$ 232.75
August 2023	\$ 2,588.34	\$ 2,353.86	\$ 234.48
September 2023	\$ 2,588.34	\$ 2,353.86	\$ 234.48
October 2023	\$ 2,588.34	\$ 2,353.86	\$ 234.48
November 2023	\$ 2,588.34	\$ 2,353.86	\$ 234.48
December 2023	\$ 2,564.04	\$ 2,353.86	\$ 210.18
January 2024	\$ 3,215.32	\$ 2,353.86	\$ 861.46
February 2024	\$ 3,215.32	\$ 2,353.86	\$ 861.46
March 2024	\$ 3,215.32	\$ 2,353.86	\$ 861.46
April 2024	\$ 3,215.32	\$ 2,562.51	\$ 652.81
May 2024	\$ 3,215.32	\$ 2,562.51	\$ 652.81
June 2024	\$ 3,139.12	\$ 2,562.51	\$ 576.61
Total	\$ 49,882.46	\$ 42,638.50	\$ 7,243.96

Instructions for Payments:**Instructions for Wire Payments**

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

Instruction for ACH Payment

Account Name: De Paz Holding LLC
Bank Name: xxxx
Routing Number: xxxx
Account Number: xxxx
Swift Code: xxxx

This will be the only rent schedule provided for the year. Please retain a copy for your files

CERTIFICATE OF SERVICE

I certify that on this 17th day of June, 2024, I caused the foregoing Objection to be electronically filed with the Clerk of the Court using the CM/ECF system, which will automatically send email notifications to all parties and counsel of record, including the Objection notice parties, and also caused the foregoing Objection to be served directly by e-mail on the objection notice parties, as follows:

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/s/ Laurel D. Roglen
Laurel D. Roglen, Esq.