

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

CANO HEALTH INC., *et al.*,

Case No. 24-10164(KBO)

Debtors.

Jointly Administered

Re: Docket No. 1024

**LIMITED OBJECTION OF HEMISPHERE HOLDINGS I, LLC TO PROPOSED CURE
AMOUNT AND ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF LEASE**

Hemisphere Holdings I, LLC ("Landlord"), by and through undersigned counsel and in accordance with the procedures established by this Court, files this limited objection (the "Objection") to the cure amount proposed by the Debtors and to assumption and or assumption and assignment of the Lease (as defined herein) relating to the premises located at 3448-3472 NW 79th Street in Miami, Florida (the "Premises"), and states as follows:

LIMITED OBJECTION

1. Landlord and Debtor Cano Health, LLC are parties that that certain Standard Shopping Center Lease dated as of July 6, 2018, as subsequently amended by that First Amendment to Standard Shopping Center Lease dated as of July 24, 2020 concerning the Premises (as amended, the "Lease").

2. On June 14, 2024, the Debtors filed their *Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 1024] (the "Potential Assumption Notice"). The Lease is included on the Potential Assumption Notice (Docket No. 1024, Ex. A at 29) with a proposed cure amount of \$0.00.



3. On April 19, 2024, Landlord filed a proof of claim, pursuant to which it asserted a pre-petition general unsecured claim in the amount of \$768.93, which amount reflects the CAM Adjustment for December 2023. Such amount remains unpaid and is due and owing in accordance with the terms of the Lease and must be paid (or Debtors must provide adequate assurance of payment) prior to assumption of the Lease.

4. In addition to the foregoing, the Debtors are required to pay additional pecuniary losses suffered by the Landlord pursuant to 11 U.S.C. §365(b), including its reasonable attorneys' fees. Landlord has incurred approximately \$5,000 in attorneys' fees and costs in connection with this matter to date, including in connection with the preparation of this Objection. In the event this matter is not promptly resolved and results in a contested matter, it is likely substantial additional fees and costs will accrue and Landlord reserves its rights thereto.

5. Finally, the Proposed Assignment Notice does not provide for amounts that might become due to Landlord under the Lease between today's date and the effective date of any assumption. Landlord expressly reserves its right to assert all amounts that be due or may become due to it under the Lease prior to the effective date of any assumption.

6. Although Landlord does not generally object to the assumption of the Lease by the Debtors pursuant to the proposed plan now pending,¹ Landlord insists that Landlord comply with the requirements Section 365(b) including the payment of the correct cure amount.

WHEREFORE, Hemisphere Holdings I, LLC respectfully requests that this Court sustain the Objection and condition assumption of the Lease on compliance with section 365(b) and the payment of the cure amount of \$5,768.93.

Dated: May 8, 2015

¹ Landlord reserves all rights with respect to any revised plan or in connection with any proposed assignment of the Lease.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that, on June 24, 2024, the foregoing Objection was served by (a) transmission of Notices of Electronic Filing generated by CM/ECF to those parties registered to receive electronic notices of filing in this case, (b) electronic mail to the email addresses below, and (c) first class U.S. Mail to each of the persons listed below:

/s/ Jeffrey I. Snyder
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