Docket #1132 Date Filed: 06/27/2024

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
CANO HEALTH, INC., *et al.*,	:	**Case No. 24–10164 (KBO)**
Debtors.[1]	:	**(Jointly Administered)**
	:	**Re: Docket Nos. 1079 & 1125**

NOTICE OF FILING OF REVISED PROPOSED CONFIRMATION ORDER

PLEASE TAKE NOTICE that, on May 21, 2024, Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases, filed the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [Docket No. 864] (the "**Fourth Amended Plan**"), with the United States Bankruptcy Court for the District of Delaware (the "**Court**").

PLEASE TAKE FURTHER NOTICE that, on June 21, 2024, the Debtors filed a proposed form of order confirming the Fourth Amended Plan [Docket No. 1079] (the "**Proposed Confirmation Order**").

PLEASE TAKE FURTHER NOTICE that, contemporaneously herewith, the Debtors filed the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [Docket No. 1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time, the "**Modified Fourth Amended Plan**").

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

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

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

PLEASE TAKE FURTHER NOTICE that the Debtors intend to present the Revised Confirmation Order, substantially in the form attached hereto, to the Court at the Confirmation Hearing. To the extent the Debtors make further revisions to the Revised Confirmation Order, the Debtors intend to submit a further revised form of order to the Court prior to or at the Confirmation Hearing.

[*Remainder of page intentionally left blank*]

Dated: June 27, 2024
Wilmington, Delaware

/s/ Michael J. Merchant

RICHARD, LAYTON & FINGER, P.A.
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
James F. McCauley (No. 6991)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Emails: collins@rlf.com
merchant@rlf.com
steele@rlf.com
mccauley@rlf.com

-and-

WEIL, GOTSHAL & MANGES LLP
Gary T. Holtzer (admitted *pro hac vice*)
Jessica Liou (admitted *pro hac vice*)
Matthew P. Goren (admitted *pro hac vice*)
Kevin Bostel (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Emails: gary.holtzer@weil.com
jessica.liou@weil.com
matthew.goren@weil.com
kevin.bostel@weil.com

Attorneys for the Debtors
and the Debtors in Possession

Exhibit A

Revised Confirmation Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
CANO HEALTH, INC., *et al.*,	:	**Case No. 24-10164 (KBO)**
Debtors.[1]	:	**(Jointly Administered)**
	:	**Re: Docket No. 1125**

ORDER (I) CONFIRMING FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS AND (II) GRANTING RELATED RELIEF

Upon the filing by Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), as "proponents of the plan" within the meaning of section 1129 of title 11 of the United States Code (the "**Bankruptcy Code**"), of the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof and hereof, the "**Plan**"), a copy of which is attached hereto as **Exhibit A**;[2] and the Court having approved the *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [Docket No. 866] (including any exhibits, schedules, and supplements thereto, the "**Disclosure Statement**") and having entered the

[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://veritaglobal.net/CanoHealth. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement Order (as defined below), as applicable.

Order (I) Approving Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Proposed Plan, and (V) Granting Related Relief [Docket No. 865] (the "**Disclosure Statement Order**"); and the Debtors, through their balloting and tabulation agent, Verita Global ("**Verita**")[3], having served the Disclosure Statement Order, the Plan, the Disclosure Statement, and the other related solicitation materials, including copies of the Court approved ballots (the "**Ballots**"), notice of non-voting status, and notice of the hearing on confirmation of the Plan (the "**Confirmation Hearing**" and the notice thereof, the "**Confirmation Hearing Notice**"), as applicable, on the holders of Claims and Interests in accordance with the Disclosure Statement Order, as described in the *Certificate of Service* of Marina N. Khan, dated May 28, 2024 [Docket No. 885], the *Certificate of Service* of Sydney Reitzel, dated June 13, 2024 [Docket No. 1006], and the *Supplemental Certificate of Service* dated June 18, 2024 [Docket No. 1053] (collectively, the "**Solicitation Certifications**") and the *Declaration of James Lee in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed on June 26, 2024 [Docket No. 1110] (the "**Voting Certification**"); and on May 29, 2024, the Debtors, through Verita, having caused the Confirmation Hearing Notice to be published in the national edition of the *Wall Street Journal* and the local editions of the *Miami Herald and Sun Sentinel,* as set forth in the proof of publication, filed on June 6, 2024 [Docket No. 983] (the "**Publication Affidavit**"); and due and proper notice of the Confirmation Hearing having been given to holders of Claims against, and Interests in, the

[3] On June 11, 2024, Kurtzman Carson Consultants LLC (KCC) changed its name to KCC dba Verita Global ("**Verita**"). There has not been any change in the company's ownership structure.

Debtors and other parties in interest in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Bankruptcy Rules**"), and the Disclosure Statement Order, as established by the certificates of service, mailing, and publication filed with the Court, including the Solicitation Certifications and the Publication Affidavit, and such notice being reasonable and sufficient under the circumstances and no further or additional notice being required; and the Debtors having filed on June 14, 2024, the *Notice of Filing of Plan Supplement in Connection with the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1023] (including any exhibits, schedules, and supplements thereto and as supplemented on June 20, 2024 [Docket No. 1063] and June 27, 2024 [Docket No. 1123] and as may be further amended, restated, supplemented, or otherwise modified in accordance with the terms of the Plan and this Confirmation Order, the "**Plan Supplement**"); and due and proper notice of the Plan Supplement and the documents set forth, and transactions contemplated, therein having been given to holders of Claims against, and Interests in, the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order; and such filing and notice thereof being reasonable and sufficient under the circumstances and no further or additional notice being required; and the Court having considered the record in these Chapter 11 Cases, the compromises and settlements, including the Side-Car Resolution and the Global Settlement, and the transactions embodied in and contemplated by the Plan, the briefs and arguments regarding confirmation of the Plan, the evidence in support of the Plan adduced at the Confirmation Hearing, and the (a) *Declaration of Conor McShane in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc.*

and Its Affiliated Debtors [Docket No. 1104] (the "**McShane Declaration**"); (b) *Declaration of Jeffrey Kopa in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1107] (the "**Kopa Declaration**"); (c) *Declaration of Patricia Ferrari in Support of Confirmation of the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1105] (the "**Ferrari Declaration**"); and (d) *Declaration of Drew Talarico in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1109] (the "**Talarico Declaration**" and together with the McShane Declaration, Kopa Declaration, the Ferrari Declaration, and the Voting Certification, the "**Confirmation Declarations**"); and the Confirmation Hearing having been held on June 28, 2024; and the Court having taken judicial notice of the entire record of these Chapter 11 Cases; and after due deliberation:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Findings of Fact and Conclusions of Law.** The findings and conclusions set forth herein and the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

B. **Jurisdiction and Venue.** The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the

United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper under 28 U.S.C. §§ 1408 and 1409. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtors consent to entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

C. **Judicial Notice.** The Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the Court during these Chapter 11 Cases, including, without limitation, the Confirmation Hearing.

D. **Burden of Proof.** Based on the record of these Chapter 11 Cases, each of the Debtors has met the burden of proving by a preponderance of the evidence each applicable element of sections 1129(a) and (b) of the Bankruptcy Code, including all other sections of the Bankruptcy Code referenced therein or implicated thereby.

E. **Solicitation.** The Plan was solicited in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order. The Released Parties and Exculpated Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including with respect to (1) the solicitation of acceptances or rejections of the Plan, as applicable, and (2) the participation in the offer, issuance, sale, or purchase of any security offered or sold under the Plan, and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan and this Confirmation Order.

F. **Good Faith.** The Plan has been proposed in good faith and not by any means forbidden by law. In so finding, the Court has considered the totality of the circumstances of the Chapter 11 Cases and found that the Debtors, the Committee, the DIP Lenders, the Ad Hoc First Lien Group, and all other constituencies acted in good faith. The Plan is the result of extensive, good faith, arm's length negotiations among the Debtors, the Committee, the DIP Lenders, the Ad Hoc First Lien Group, and their principal constituencies.

G. **Plan Supplement**. The documents contained in the Plan Supplement comply and are consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of these Chapter 11 Cases. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. The Debtors reserve the right to alter, amend, update, or modify the Plan Supplement in accordance with the Plan.

H. **Section 1129(b).** The Plan does not "discriminate unfairly" and is "fair and equitable" with respect to the Classes that are Impaired and voted to, or are deemed to, reject the Plan in accordance with section 1129(b) of the Bankruptcy Code because no Class senior to any rejecting Class is being paid more than in full and the Plan does not provide a recovery on account of any Claim or Interest that is junior to such rejecting Classes.

I. **Injunction.** The injunction provided by Section 10.5 of the Plan is appropriately tailored to the circumstances of these Chapter 11 Cases, is essential to the Plan, and is necessary to implement the Plan and to preserve and enforce the discharge, release, and exculpation provisions of the Plan. The injunction is consistent with the Bankruptcy Code and applicable law.

J. **Releases**. Good and valid justification has been demonstrated in support of the releases contained in Section 10.6(a) of the Plan (the "**Debtor Releases**"). Based upon the record in the Chapter 11 Cases and the evidence presented at the Confirmation Hearing, including in the Confirmation Declarations, the Debtor Releases (i) are an essential component of the Plan and appropriate under the facts and circumstances of the Chapter 11 Cases; (ii) are given in exchange for good and valuable consideration provided by the Released Parties; (iii) are a sound exercise of the Debtors' business judgment; (iv) are supported by the findings and recommendations of Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**") and Weil, Gotshal & Manges LLP ("**Weil**") in connection with their investigations performed at the direction of the 2023 Directors into potential estate claims and causes of action, as well as the 2023 Directors' own review of the factual record; and (v) were given and made after due notice and opportunity for a hearing. The releases contained in Section 10.6(b) of the Plan (the "**Third Party Releases**") are consensual in nature because all Releasing Parties have either affirmatively consented to such releases or were given due and adequate notice thereof and sufficient opportunity and instruction to elect to opt out of such releases. The Third Party Releases shall serve as a bar to any of the Releasing Parties asserting any claim released under the Plan against any of the Released Parties as and to the extent provided for in the Plan and this Confirmation Order. The Third Party Releases were adequately disclosed and explained in the Ballots, the Confirmation Hearing Notice, the Disclosure Statement, and the Plan.

K. **Exculpation.** The exculpation provided by Section 10.7 of the Plan for the benefit of the Exculpated Parties is appropriately tailored to the circumstances of these Chapter 11 Cases because it is supported by proper evidence, proposed in good faith, formulated following extensive good faith, arm's-length negotiations with the Debtors, the Committee and the Debtors' key

constituents, and appropriately limited in scope. The Exculpated Parties reasonably relied upon the exculpation provision as a material inducement to engage in postpetition negotiations with the Debtors, the Committee, and other key stakeholders that culminated in the Plan, the Global Settlement, and all other settlements and compromises therein that maximize value for the Estates. The failure to implement the exculpation provision would seriously impair the Debtors' ability to confirm the Plan.

L. **Modifications to Plan.** Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan made after solicitation of the Plan or in this Confirmation Order constitute technical or clarifying changes, and/or do not materially and adversely affect or change the treatment of any other Claim under the Plan. Notice of any such modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, such modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims or Interests be afforded any further opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before the Court, and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

M. **Notice.** As evidenced by the Solicitation Certifications and the Publication Affidavit filed with the Court, due, proper, timely, adequate, and sufficient notice of the Plan, the deadline and procedures for filing objections to the Plan (including, without limitation, the deadline and procedures for filing any objections to the assumption, assumption and assignment, or rejection of any Contracts under the Plan), the Plan Supplement, and the Confirmation Hearing

has been provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order to all interested Persons and Entities.

N. **Tabulation.** Holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired under the Plan and, therefore, are presumed to accept the Plan. Holders of Claims in Class 3 (First Lien Claims), and Class 4 (RSA GUC Claims) voted to accept the Plan at each of the applicable Debtor entities that have Class 3 and Class 4 Claims in accordance with the Bankruptcy Code, thereby satisfying section 1129(a)(8) as to those Classes. Class 5 (Non-RSA GUC Claims) voted to accept the Plan at all but eleven of the Debtors[4], and, as such, the Plan satisfies the requirements of section 1129(a)(8)(A) with respect to Class 5 for all but eleven of the Debtors. Class 6 (Convenience Claims) voted to accept the Plan at each of the Debtors except for Debtor Cano Health of Florida, LLC and, as such, the Plan satisfies the requirements of section 1129(a)(8)(A) for Class 6 except for Debtor Cano Health of Florida, LLC. As such, the Debtors have obtained at least one Impaired accepting Class on the Plans for forty of the forty-eight Debtors and those Plans should be confirmed. Of the remaining eight Debtors, five of those Debtors have no asserted Impaired Claims (other than scheduled Intercompany Claims) and, therefore, section 1129(a)(8) of the Bankruptcy Code does not apply. The Plans of the remaining three Debtors where claims were asserted but no votes were received (Cano Health Illinois 1 MSO, LLC, Cano Health CA1, LLC, and CHPR MSO LLC) are nonetheless still confirmable because, in the case of Cano Health Illinois 1 MSO, LLC, Cano Health CA1, LLC, creditors at these Debtors was given a full and fair opportunity to vote on the Plan or, with respect

[4] Class 5 (Non-RSA GUC Claims) voted to reject the Plan for the following eleven Debtors: (i) Cano Health, Inc., (ii) DGM MSO, LLC, (iii) Orange Accountable Care Organization of South Florida LLC, (iv) Orange Accountable Care Organization, LLC, (v) Orange Care Group South Florida Management Services Organization, LLC, (vi) Orange Care IPA of New Jersey, LLC, (vii) Orange Care IPA of New York, LLC, (viii) Orange Healthcare Administration, LLC, (ix) Physician Partners Group of FL, LLC, (x) Total Care ACO, LLC, and (xi) University Health Care Pharmacy, LLC (collectively, the "**Class 5 Rejecting Debtors**").

to the Claim holder at CHPR MSO LLC, a full and fair opportunity to contest the treatment of their Claim for voting purposes, but opted not to exercise those rights. Such failure of any creditor to vote on the Plans or object to Claim classification, as applicable, constitutes deemed acceptance by those Impaired Classes of those Plans for purposes of Plan confirmation.

O. **Opportunity to Object.** In compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order, a fair and reasonable opportunity to object or be heard with respect to the Plan has been afforded to all interested Persons and Entities (including, without limitation, with respect to the assumption, assumption and assignment, or rejection of any Contracts under the Plan).

P. **No Action.** Pursuant to the appropriate provisions of the Delaware Limited Liability Company Act, the Delaware General Corporation Law, other applicable non-bankruptcy law, and section 1142(b) of the Bankruptcy Code, no action of the respective directors, managers, members, or stockholders of the Debtors or Reorganized Debtors, as applicable, shall be required to authorize the Debtors or Reorganized Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan or the documents set forth in the Plan Supplement, including any of the Definitive Documents, except as expressly required pursuant to the Plan.

Q. **No Governmental Approvals Required.** Except as otherwise expressly provided in the Plan or this Confirmation Order, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

R. **Best Interests.** The Liquidation Analysis provided in the Disclosure Statement and the other evidence presented, proffered, or adduced at the Confirmation Hearing (i) are persuasive and credible; (ii) have not been controverted by other evidence; and (iii) establish that each holder of an impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

S. **Executory Contracts and Unexpired Leases**

i. **Cure and Assumption Notices and Opportunity to Object.** On June 7, 2024 the Debtors served the *Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 989] (the "**Initial Cure and Assumption Notice**"), which included a schedule listing certain executory contracts and unexpired leases proposed to be assumed and identifying the Cure Amount, if any, that the Debtors believed must be paid to cure any monetary defaults and pay all amounts accrued under such contracts and leases (such schedule, as may be amended, supplemented, or otherwise modified, the "**Assumption Schedule**"). On June 14, 2024, the Debtors filed the *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 "**First Supplemental Cure and Assumption Notice**"), which included an amended version of the Assumption Schedule that (i) included certain additional executory contracts and unexpired leases that Debtors proposed to assume or assume and assign, (ii) removed certain contracts and leases that the Debtors included on the initial Assumption Schedule but no longer sought to assume or assume and assign, and (iii) included modifications to certain cure

amounts that were included on the initial Assumption Schedule. On June 20, 2024, the Debtors filed the *Second Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 1064] (the "**Second Supplemental Cure and Assumption Notice**"), which included a further amended version of the Assumption Schedule. On June 21, 2024, the Debtors filed the *Third Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 1081] (the "**Third Supplemental Cure and Assumption Notice**"), which included a further amended version of the Assumption Schedule (together with the Initial Cure and Assumption Notice, the First Supplemental Cure and Assumption Notice, and the Second Supplemental Cure and Assumption Notice, the "**Cure and Assumption Notices**"). The Cure and Assumption Notices were served on each non-Debtor counterparty (each, a "**Counterparty**" and collectively, the "**Counterparties**") to the executory contracts and unexpired leases identified on the Assumption Schedule (the "**Assumed Contracts**"), as applicable, who were affected by such notice, either by a modification to the cure amount with respect to a Counterparty's Assumed Contract or by an addition to or removal from a Counterparty's Assumed Contract from the Assumption Schedule. The service of the Cure and Assumption Notices, including the Assumption Schedule, was timely, good, sufficient and appropriate under the circumstances and no further notice need be given. All Counterparties to the Assumed Contracts have had a reasonable opportunity to object both to the Cure Amount listed on the Cure and Assumption Notices and to the assumption of the Assumed Contracts.

ii. **Cure/Adequate Assurance.** The Debtors have cured or demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the Effective

Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code. Unless otherwise agreed to by the Debtors and the applicable Counterparty, the Cure Amounts set forth in the Assumption Schedule are deemed the amounts necessary to "cure" within the meaning of section 365(b)(1) of the Bankruptcy Code all "defaults" within the meaning of section 365(b) of the Bankruptcy Code under such executory contracts or unexpired leases. Accordingly, all of the requirements of sections 1123(b)(2) and 365(b) of the Bankruptcy Code have been satisfied for the assumption by the Debtors of each of the Assumed Contracts.

T. **Unenforceability of Anti-Assignment Provisions.** Anti-assignment provisions in any Assumed Contract, any other third party consent, or of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code, shall not restrict, limit, or prohibit the assumption, assignment, or sale of the Assumed Contracts and are unenforceable anti-assignment provisions within the meaning of section 365(f) of the Bankruptcy Code.

U. **Final Order.** This Confirmation Order is intended to be a final order within the meaning of 28 U.S.C. § 158(a).

FURTHER, IT IS HEREBY ORDERED THAT:

1. The Plan is confirmed as set forth herein.

2. The findings of fact and conclusions of law set forth above, as well as any additional findings of fact and conclusions of law announced by the Court at the Confirmation Hearing, are hereby incorporated into this Confirmation Order.

3. The documents contained in the Plan Supplement and the transactions contemplated therein are approved in their entirety. The Debtors are authorized to take all actions required under the Plan and the Plan Supplement to effectuate the Plan and the transactions contemplated in the Plan and the Plan Supplement. The Debtors are authorized to modify the Plan

Supplement documents following entry of this Confirmation Order in a manner consistent with this Confirmation Order and the Plan, subject to the consent and consultation rights set forth in the Confirmation Order, the Plan and the Plan Supplement documents.

4. The terms and provisions of the Plan are incorporated herein by reference in their entirety and are an integral part of this Confirmation Order. The terms of the Plan, the documents contained in the Plan Supplement, and all exhibits and other relevant and necessary documents related thereto or contemplated thereby shall be effective and binding as of the Effective Date.

5. **Objections.** To the extent any objections (including any reservation of rights contained therein) to confirmation of the Plan or other responses or reservations of rights with respect thereto have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, such objections and responses are denied and overruled on the merits with prejudice.

6. **Implementation and Effectiveness of the Plan.** Upon the Effective Date, by virtue of entry of the Confirmation Order, all actions contemplated by the Plan and the Plan Supplement shall be deemed authorized, approved, and, to the extent taken on or prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person, including but not limited to (i) entry into the Definitive Documents, (ii) implementation of the Restructuring Transactions, (iii) entry into, making any payments required by, or implementation of any premiums or payments in accordance with, the Exit Facility Credit Agreement and the other Exit Facility Documents**,** (iv) issuance of the New Equity Interests, (v) issuance of the GUC Warrants, (vi) the execution of the Litigation Trust Agreement (as defined below), creation and implementation of the Litigation Trust, issuance of the Litigation Trust Interests and distributions to be made to holders of Non-RSA GUC Claims

as required under the Plan, and (vii) such other transactions that are necessary or appropriate to implement the Plan in a tax-efficient manner. All matters provided for in the Plan are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without any requirement of further action by the Debtors or the Estates.

7. **Settlements and Compromises.** Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the Side-Car Resolution, the Global Settlement, and all other compromises, settlements, and releases set forth herein shall be deemed a good-faith compromise and settlement of all related Claims, Interests, and controversies. The Side-Car Resolution and the Global Settlement are foundational to the Plan and necessary to achieve a beneficial and efficient resolution of the Chapter 11 Cases for all parties in interest. Entry of this Confirmation Order constitutes the Court's approval of the Side-Car Resolution, Global Settlement, and all other compromises, settlements, and releases set forth herein, as well as a finding by the Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. Except for Litigation Trust Causes of Action, and subject to the provisions of Section 5.8 of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

8. **Exit Facility.** The Debtors and Reorganized Debtors are hereby authorized to enter into, and take such actions as necessary or desirable to execute, deliver, and perform the Exit Facility and all documents or agreements related thereto, including guaranteeing the payment and performance thereof, granting security interests in and liens on collateral to secure the obligations

thereunder, and paying or reimbursing any fees, premiums, payments, indemnities and expenses under or pursuant to any such documents and agreements in connection therewith (including the Backstop Fee and Commitment Fee provided by the Exit Facility Term Sheet contained in the Plan Supplement, which shall be allowed hereunder as an administrative expense under Section 503 of the Bankruptcy Code, in consideration of the agreements of the Specified Exit Lenders[5] to backstop the, and/or agree to, purchase the New Exit Loans from the fronting bank and initial lender in respect of the New Exit Loans and satisfied in full upon the issuance by the Reorganized Debtors, and distribution to the Exit Facility Lenders extending the New Exit Loans, of New Equity Interests on the Effective Date in respect thereof). Upon the closing of the Exit Facility, the Exit Facility Lenders thereunder shall have valid, binding and enforceable Liens on the collateral specified in the Exit Facility Documents, which Liens shall be deemed automatically perfected on the Effective Date (without any further action being required by the Debtors or the Reorganized Debtors, as applicable, the applicable agent, or any of the applicable lenders) with the priority set forth in the Exit Facility Documents and subject only to such Liens and security interests as may be permitted under the Exit Facility Documents.

9. The Reorganized Debtors and the Entities granting such Liens and security interests are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order, and any

[5] "Specified Exit Lenders" means affiliates or designees of Anchorage Capital Advisors, L.P., Diameter Capital Partners LP, Eaton Vance Management & Boston Management and Research, Nut Tree Capital Management, LP, Sound Point Capital Management, L.P., and Squarepoint Ops LLC.

such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

10. The obligations (including any premium, payment and fees) incurred in connection with the Exit Facility and the guarantees, mortgages, pledges, Liens and other security interests granted pursuant to or in connection with the Exit Facility are incurred or granted, as applicable, in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to the lenders to extend credit thereunder and shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. Additionally, distributions of Exit Facility Term Loans may be conditioned on the Debtors receiving, prior to the Effective Date, executed signature pages to each applicable Exit Facility Document from each Person or Entity entitled to receive Exit Facility Term Loans; provided, that, if the Debtors determine to issue Exit Facility Term Loans to a Person or Entity entitled to receive Exit Facility Term Loans but who fails to execute any applicable Exit Facility Document, such Person or Entity, upon becoming a holder of Exit Facility Term Loans, shall be deemed, without further notice or action, to have agreed to be bound by the Exit Facility Documents, which shall be deemed to be valid, binding, and enforceable in accordance with their terms, as the same may be amended from time to time following the Effective Date in accordance with their terms, and in each case without the need for execution by any party thereto other than Reorganized Parent. The Exit Facility Documents shall be binding on all Entities receiving Exit Facility Term Loans,

whether received pursuant to the Plan or otherwise and regardless of whether such Entity executes or delivers a signature page to such Exit Facility Documents.

11. **Litigation Trust**. The *Litigation Trust Agreement and Declaration of Trust* (the "**Litigation Trust Agreement**"), substantially in the form filed in the Plan Supplement, is hereby approved in all respects. On or before the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement and shall take all steps necessary or desirable to establish the Litigation Trust and the beneficial interests therein, pursuant to, and in accordance with, the terms of the Plan and the Litigation Trust Agreement. On the Effective Date, the Debtors shall irrevocably assign, transfer, convey and deliver (and shall be deemed to have irrevocably assigned, transferred, conveyed and delivered) all of their rights, title, and interest in and to all of the Litigation Trust Assets (as defined in the Litigation Trust Agreement) to the Litigation Trust, free and clear of all Claims, Liens, charges, and other encumbrances, and in accordance with section 1141 of the Bankruptcy Code, and the Litigation Trust Assets shall automatically vest in the Litigation Trust without further action by any Person. The Litigation Trust Assets shall be held by the Litigation Trust as of the Effective Date in trust for the benefit of the Litigation Trust Beneficiaries (as defined in the Litigation Trust Agreement), which shall, together with any and all other property held from time to time by the Litigation Trust under the Litigation Trust Agreement, including any and all proceeds thereof and earnings thereon, comprise Litigation Trust Assets for all purposes hereof, and shall be administered, utilized and applied as specified in the Litigation Trust Agreement and the Plan. Following the Effective Date, the Debtors shall irrevocably assign, transfer, convey and deliver (and shall be deemed to have irrevocably assigned, transferred, conveyed and delivered) to the Litigation Trust any Incremental Non-RSA GUC Cash promptly (in any event no later than five (5) business days) following receipt thereof by the

Debtors, to be held in trust for the benefit of the Litigation Trust Beneficiaries, which shall, together with any cash contributed to a Disputed Claims Reserve and any and all other property held from time to time by the Litigation Trust under the Litigation Trust Agreement, including any and all proceeds thereof and earnings thereon, comprise Litigation Trust Assets for all purposes hereof, and shall be administered, utilized, and applied as specified in the Litigation Trust Agreement and the Plan. Upon the Effective Date, the Litigation Trustee shall be the exclusive administrator of the Litigation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as a representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In pursuing any claim, right, or Litigation Trust Cause of Action, the Litigation Trust shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code and shall succeed to the Debtors' rights with respect to the time periods in which a Cause of Action may be brought under the Bankruptcy Code or other applicable law. The Debtors, the Reorganized Debtors, or anyone acting on their behalf, or any holder of a Claim against or Interest in any of the Debtors or the Reorganized Debtors shall not be responsible for any Litigation Trust Expenses and shall incur no liability in connection with the Litigation Trust (subject to any obligations of the Debtors or Reorganized Debtors, as applicable, pursuant to the Plan or Litigation Trust Agreement). The appointment of META Advisors, LLC as Litigation Trustee pursuant to the terms of the Litigation Trust Agreement is hereby approved and the Litigation Trustee is hereby (a) authorized to execute and perform under the Litigation Trust Agreement, to appear and be heard before the Bankruptcy Court on all matters related to the Chapter 11 Cases (as a representative of the Litigation Trust and/or under section 1123(b) of the Bankruptcy Code, as applicable) and to present to creditors, other courts of competent jurisdiction,

and any other Person or Entity the Litigation Trust Agreement, the Plan, and the Confirmation Order as evidence of its authority, and (b) vested with all of the powers and authority set forth in the Plan and Litigation Trust Agreement and otherwise as is necessary or proper to carry out the provisions of the Pan or Litigation Trust Agreement, as applicable. The Committee is authorized, without further order of the Court or notice to the Court or any other Person, to determine the Litigation Trust Reallocated Amount.

12. **Authorization and Issuance of Plan Securities.** On and after the Effective Date the applicable Reorganized Debtors are authorized to issue, or cause to be issued, and shall issue or distribute the New Equity Interests in accordance with the terms of Section 4.3 of the Plan and in respect of the Backstop Fee and Commitment Fee provided by the Exit Facility Term Sheet contained in the Plan Supplement, without the need for any further corporate, limited liability company, or shareholder action. All of the New Equity Interests distributable under the Plan shall be duly authorized, validly issued, and, as applicable, fully paid and non-assessable. The New Governance Documents shall, as applicable, have provided for a sufficient amount of authorized New Equity Interests to effectuate the issuance or distribution of New Equity Interests contemplated by and in connection with the Plan, and the applicable Reorganized Debtors shall issue or reserve for issuance a sufficient amount of New Equity Interests to effectuate all such issuances. Additionally, distributions of New Equity Interests may be conditioned on the Debtors receiving, prior to the Effective Date, executed signature pages to each applicable New Governance Document from each Person or Entity entitled to receive New Equity Interests; *provided*, that, if the Debtors determine to issue New Equity Interests to a Person or Entity entitled to receive New Equity Interests but who fails to execute any applicable New Governance Document, such Person or Entity, upon becoming a holder of New Equity Interests, shall be

deemed, without further notice or action, to have agreed to be bound by the New Governance Documents, which shall be deemed to be valid, binding, and enforceable in accordance with their terms, as the same may be amended from time to time following the Effective Date in accordance with their terms, and in each case without the need for execution by any party thereto other than Reorganized Parent. The New Governance Documents shall be binding on all Entities receiving New Equity Interests (and their respective successors and assigns), whether received pursuant to the Plan or otherwise and regardless of whether such Entity executes or delivers a signature page to any New Governance Document.

13. On and after the Effective Date, the applicable Reorganized Debtors are authorized to issue, or cause to be issued, and shall issue or distribute the GUC Warrants and the GUC Warrant Equity issuable upon the exercise of the GUC Warrants in accordance with the terms of Section 4.3(d) of the Plan without the need for any further corporate, limited liability company, or shareholder action. The GUC Warrant Equity issuable upon the exercise of the GUC Warrants shall be, upon issuance, duly authorized, validly issued, fully paid and non-assessable. All GUC Warrants are legally valid, binding and enforceable agreements. The appointment of Continental Stock Transfer & Trust Company as Transfer Agent and Warrant Agent for the Reorganized Debtors is hereby approved. The New Governance Documents shall have provided for a sufficient amount of authorized New Equity Interests issuable upon exercise of the GUC Warrants and the applicable Reorganized Debtors shall reserve for issuance a sufficient amount of New Equity Interests issuable upon exercise of the GUC Warrants.

14. **Securities Registration Exemption**. The offer and sale by the Reorganized Debtors of (i) the New Equity Interests to holders of First Lien Claims under Section 4.3 of the Plan, (ii) the New Equity Interests to holders of DIP Claims on account of the DIP Participation

Fee, (iii) the GUC Warrants (and the GUC Warrant Equity issuable upon the exercise thereof) to holders of RSA GUC Claims under Section 4.3(d) of the Plan, (iv) to the extent applicable, the Litigation Trust Interests to the Litigation Trust Beneficiaries in accordance with Section 5.8 of the Plan, and (v) the New Equity Interests to the Specified Exit Lenders on account of the Backstop Fee and Commitment Fee provided for by the Exit Facility Term Sheet contained in the Plan Supplement each shall be exempt pursuant to section 1145(a) of the Bankruptcy Code, without further act or action by any Entity, from registration under (i) section 5 of the Securities Act of 1933, as amended (the "**Securities Act**"), and all rules and regulations promulgated thereunder and (ii) any state or local law requiring registration for the offer or sale of securities. To the extent section 1145 is not applicable, the Reorganized Debtors may rely upon other applicable exemptions from registration.

15. Under section 1145 of the Bankruptcy Code, any securities of the Debtors offered or sold under the Plan that are exempt from such registration pursuant to section 1145(a) of the Bankruptcy Code will be unrestricted securities as set forth in section 1145(c) of the Bankruptcy Code and, generally, may be resold without registration under the Securities Act, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (ii) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments, (iii) the restrictions, if any, on the transferability of such securities and instruments, including any restrictions on the transferability under the terms of the New Governance Documents, (iv) any applicable procedures of DTC, and (v) applicable regulatory approvals.

16. The availability of the exemption under section 1145 of the Bankruptcy Code or any other applicable securities laws shall not be a condition to the occurrence of the Effective Date. Should the applicable Reorganized Debtors elect, on or after the Effective Date, to reflect all or any portion of the ownership of the New Equity Interests or the GUC Warrants through the facilities of DTC, the applicable Reorganized Debtors shall not be required to provide any further evidence other than the Plan or Confirmation Order with respect to the treatment under the Plan of such applicable portion of the New Equity Interests or GUC Warrants (and the GUC Warrant Equity issuable upon the exercise thereof).

17. DTC, any transfer agent, warrant agent or other similarly situated agent, trustee or other non-governmental Person or Entity shall accept and rely upon the Plan and Confirmation Order in lieu of a legal opinion for purposes of determining whether the initial offer and sale of the New Equity Interests, GUC Warrants, or GUC Warrant Equity issuable upon exercise of the GUC Warrants are exempt from registration under Section 1145(a), and whether the New Equity Interests and the GUC Warrant Equity issuable upon exercise of the GUC Warrants were, under the Plan, validly issued, fully paid and non-assessable.

18. Subject to the occurrence of the Effective Date, the Plan and the Confirmation Order shall be deemed to be legal and binding obligations of the applicable Reorganized Debtors in all respects. Following the Effective Date, the Reorganized Debtors and any Person or Entity receiving securities under the Plan shall comply with all applicable provisions of the securities laws.

19. **Exemption from Certain Transfer Taxes and Recording Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity (including the Litigation Trust) pursuant to, in contemplation

of, or in connection with the Plan or pursuant to (a) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (b) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest (including, without limitation, as security for any or all of the Exit Financing Documents), or the securing of any indebtedness (including, without limitation, the DIP Conversion Exit Facility Loans and the New Exit Loans) by such or other means, (c) the making, assignment, or recording of any lease or sublease, or (d) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any United States federal, state, or local document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales or use tax, or other similar tax or governmental assessment, and the appropriate United States state or local governmental officials or agents shall forego the collection of any such tax, recordation fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

20. **Cancellation of Existing Securities and Agreements.** On the Effective Date, except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, including Section 5.9 of the Plan, all agreements, instruments, and other documents evidencing any Claim or Interest, including, without limitation, any Allowed DIP Claims, Allowed Loan Claims, and Allowed Senior Notes Claims, or any Interest (other than Intercompany Claims and Intercompany Interests, to the extent they are not modified by the Plan) and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged. The holders of or parties to such cancelled instruments, securities, and other documentation shall have no rights arising from or related to such instruments, securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

21. **Retained Causes of Action.** In accordance with section 1123(b) of the Bankruptcy Code, (a) following the Effective Date, the applicable Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, and the Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors; and (b) on the Effective Date, the Debtors shall transfer all Litigation Trust Causes of Action to the Litigation Trust, and following the Effective Date, the Litigation Trust shall retain and may enforce all rights to commence, pursue, litigate, compromise, abandon, and settle, as appropriate, any and all Litigation Trust Causes of Action. No Person may rely on the absence of a specific reference in the Plan, Plan Supplement, or the Disclosure Statement to any Cause of Action against

them as any indication that the Debtors, the Reorganized Debtors, or the Litigation Trust, as applicable, will not pursue any and all available Causes of Action against such Person. Except with respect to Causes of Action against any Person which Person was released by the Debtors or the Reorganized Debtors on or before the Effective Date pursuant to the Plan or the Litigation Trust Causes of Action, the applicable Reorganized Debtors expressly reserve all rights to commence, prosecute, compromise, settle, or abandon any and all Retained Causes of Action against any Person, except as otherwise expressly provided in the Plan. The Litigation Trust expressly reserves all rights to prosecute any and all Litigation Trust Causes of Action. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, transferred, or settled in the Plan or a Final Order of the Bankruptcy Court, (i) the Reorganized Debtors expressly reserve all Retained Causes of Action for later adjudication; and (ii) the Litigation Trust expressly reserves all Litigation Trust Causes of Action for later adjudication or resolution, and therefore, in each case, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, Claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or consummation of this Plan. For the avoidance of doubt, notwithstanding anything contained in the Plan to the contrary, on the Effective Date, the Litigation Trust Causes of Action shall be transferred to, and vest in, the Litigation Trust, and shall not be retained by the Reorganized Debtors, and it is the intent of the Debtors, the Reorganized Debtors and the Litigation Trust that, in the event a court determines any Released Parties or Exculpated Parties, jointly or individually, are or were, as a result of any acts, omissions or other conduct relating to the Debtors, their businesses, assets or properties, a "joint tortfeasor," as that term is construed under applicable law, with respect to any injury or damage for which the

Litigation Trust hereafter seeks relief from any person not a Released Party or Exculpated Party, the Released Parties and Exculpated Parties shall be entitled to protection from contribution to another joint tortfeasor. The Debtors, for themselves, their estates, and the Reorganized Debtors, as applicable, the Litigation Trust, and the Litigation Trustee, agree that damages recoverable from all other joint tortfeasors, with respect to a particular injury, shall be reduced to the extent of the pro rata share of any Released Party's and/or Exculpated Party's liability, as determined by the finder of fact in proceedings before any court of competent jurisdiction. For the avoidance of doubt, the Debtors, for themselves, their estates, and the Reorganized Debtors, as applicable, the Litigation Trust, and the Litigation Trustee, do not concede or stipulate that any Released Parties, Exculpated Parties, or other Person or Entity qualifies as a "joint tortfeasor" with respect to any injury or damage incurred or allegedly incurred in connection with any Litigation Trust Causes of Action.

22. **Release of Liens and Claims.** Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of this Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. The holder of any Secured Claim (or

any agent acting on its behalf) shall be authorized and directed to (i) release any collateral or other property of the Debtors, (including any Cash collateral) held by such holder (or such agent acting on its behalf), at the sole cost and expense of the Reorganized Debtors, and to (ii) take such actions as may be reasonably requested by the Debtors or the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Debtors or the Reorganized Debtors, in the case of each of clauses (i) and (ii), at the sole cost and expense of the Reorganized Debtors and without recourse, representation or warranty of any kind. Notwithstanding anything in the foregoing to the contrary, the Reorganized Debtors are authorized to file UCC-3 Termination Statements with respect to the UCC-1 Filing in favor of McKesson Corporation File No. 202108914995 filed October 26, 2021.

23. **Patient Care Ombudsman**

a. Termination of Patient Care Ombudsman's Duties. The duties, responsibilities, and obligations of the Patient Care Ombudsman shall be terminated on the Effective Date, and the Patient Care Ombudsman may dispose of any documents provided to the Patient Care Ombudsman in the course of its reporting. Nothing herein shall in any way limit or otherwise affect the Patient Care Ombudsman's obligations of confidentiality under confidentiality agreements, if any, under section 333 of the Bankruptcy Code or under order of the Bankruptcy Court.

b. Impact of Delayed Plan Effectiveness. In light of the apparent imminence of the Effective Date of the Plan and to avoid unnecessary expense to the Debtors or their estates, if the Plan does not become effective prior to July 8, 2024, thereby effecting a discharge of the Patient Care Ombudsman's duties and responsibilities, the due date for the next periodic report of the Patient Care Ombudsman pursuant to section 333(b)(2) of the Bankruptcy Code, which is presently July 8, 2024, is hereby extended to and including August 8, 2024. The duties of the Patient Care

Ombudsman under section 333(b)(3) of the Bankruptcy Code shall not be altered or affected by this paragraph.

24. **Distributions.** The Debtors, the Reorganized Debtors, the Litigation Trust and the Disbursing Agent, as and to the extent applicable, are authorized and directed to make all distributions under the Plan pursuant to the terms of the Plan and the Litigation Trust Agreement and to pay, as applicable, any fees, expenses, or other amounts approved by this Confirmation Order, or any other order of this Court.

25. **Executory Contracts and Unexpired Leases.** Pursuant to Section 8.1 of the Plan, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed assumed or assumed and assigned, as applicable, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Court; (ii) previously expired or was terminated pursuant to its own terms or by agreements of the parties thereto; (iii) is the subject of a separate motion to assume or reject filed by the Debtors on or before the Effective Date; (iv) is a Senior Executive Employment Agreement (which shall be treated as set forth in Section 5.12 of the Plan), (v) is specifically designated as a contract or lease to be included on the Rejection Schedule, or (vi) is the subject of a pending Cure Dispute.

26. If there is a dispute pertaining to the assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to the assumption being effective; provided that the Debtors or the applicable Reorganized Debtors may settle any such dispute without any further notice to, or action by, any party or order of the Bankruptcy Court. Notwithstanding the foregoing, to the extent the dispute relates solely to any Cure Amounts, the applicable Debtor may assume the executory contract or unexpired lease prior to the resolution of any such dispute, provided that the applicable

Debtor or Reorganized Debtor reserves Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparty to such executory contract or unexpired lease.

27. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Court shall constitute approval of the assumptions, assumptions and assignments, including assignments to another Debtor, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Court that the Debtors, as applicable, have provided adequate assurance of future performance under such executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by applicable Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of the Court authorizing and providing for its assumption, or applicable law.

28. **Rejection Damages Claims.** Any Proof of Claim based on the rejection of any executory contract or unexpired leases pursuant to the Plan must be filed by no later than thirty (30) days after the filing and service of the Notice of Effective Date (as defined herein) (the "**Rejection Damages Bar Date**"). Any such rejection damages Claim will be forever barred and will not be enforceable against the Debtors, the Reorganized Debtors, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is timely filed, unless otherwise expressly allowed by the Court.

29. **Dismissal of Cases.** Upon the Effective Date, if the requisite Classes do not vote to accept the Plan with respect to any Debtor and the Bankruptcy Court has not confirmed a Plan with respect to such Debtor, including for the avoidance of doubt, Cano Health, Inc., the Debtors, with the consent of the Ad Hoc First Lien Group (such consent not to be unreasonably withheld, conditioned, or delayed), are authorized to file an order, in form and substance reasonably

satisfactory to the Ad Hoc First Lien Group dismissing the Chapter 11 Case of such Debtor under certification of counsel, and such Debtor shall be dissolved and wound up without any further action required by the Debtor, its shareholders, members, managers, or board of directors, as applicable (the "**Dismissed Cases**"). The applicable Debtor shall make any election required to effectuate such dissolutions to take all actions as may be necessary or appropriate under non-applicable bankruptcy law to fully effectuate such dissolution on or promptly following the Effective Date, including the preparation, execution, and/or filing of any required certificate of dissolution, certificate of cancellation, or similar instrument with the Delaware Secretary of State and other applicable state governmental authorities. For the avoidance of doubt, any such dismissal order or alternative resolution, to the extent applicable, shall provide that the Litigation Trust Causes of Action from such Debtor shall be transferred to the Litigation Trust in accordance with the terms hereof.

30. **Conditions Precedent to the Effective Date.** Notwithstanding anything to the contrary herein or in the Plan, the Plan shall not become effective unless and until all conditions set forth in Section 9.2 of the Plan have been satisfied or waived in accordance with the Plan.

31. **Discharge of Claims and Termination of Interests**. Upon the Effective Date, except as otherwise expressly provided in the Plan, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a Claim or Interest shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtors against the Debtors or the

Reorganized Debtors or any of their assets or property, whether or not such holder has filed a proof of claim and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date.

32. **Release, Injunction and Exculpation Provisions.** As of the Effective Date, pursuant to Bankruptcy Rule 3020(c)(1), all release, injunction, and exculpation provisions embodied in the Plan, including those contained in Sections 10.4 (Term of Injunctions or Stays), 10.5 (Injunction), 10.6(a) (Releases by Debtors), 10.6(b) (Releases by Holders of Claims and Interests), and 10.7 (Exculpation) are hereby approved and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by the Court.

33. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101(2) and 1127(b) of the Bankruptcy Code.

34. **Retention of Jurisdiction.** Notwithstanding entry of this Confirmation Order and the occurrence of the Effective Date, except as set forth in this Confirmation Order, the Court shall retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including, among other things, jurisdiction over the matters set forth in Section 11 of the Plan. The Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Confirmation Order, all amendments thereto, and any waivers and consents thereunder.

35. **Reversal/Stay/Modification/Vacatur of Order.** Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of the Court, or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act,

obligation, assignment, transfer, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors, the Reorganized Debtors, the Litigation Trust, the Litigation Trustee, or any other party authorized or required to take action to implement the Plan, as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act, transfer, or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, the Definitive Documents, or any amendments or modifications to the foregoing.

36. **Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent.** The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

37. **Binding Effect.** Subject to the occurrence of the Effective Date, on and after the entry of this Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holders' respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under the Plan and whether such holder has accepted the Plan.

38. **Applicable Non-Bankruptcy Law.** Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Definitive Documents, and any other related documents or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

39. **Notice of Entry of Confirmation Order and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date,

the Debtors shall serve a notice of the entry of this Confirmation Order and occurrence of the Effective Date, substantially in the form annexed hereto as **Exhibit B**, on all parties who hold a Claim or Interest in these Chapter 11 Cases, the U.S. Trustee, and any other parties listed in the creditor matrix maintained by Verita (the "**Notice of Effective Date**"). The Reorganized Debtors may cause a summary version of the Notice of Effective Date to be published in the national edition of the *Wall Street Journal*, or a similar national newspaper, and the local editions of the *Miami Herald* and *Sun Sentinel* within ten (10) Business Days after the Effective Date (or as soon as reasonably practicable thereafter). Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of the contents thereof, entry of this Confirmation Order, the occurrence of the Effective Date and the Rejection Damages Bar Date.

40. **No Waiver.** Any failure of this Confirmation Order to specifically include or refer to any particular article, section, or provision of the Plan, the documents contained in the Plan Supplement, or any exhibit or document related thereto, or contemplated thereby, does not, and shall not be, deemed to diminish or impair the effectiveness or enforceability of such article, section, or provision nor constitute a waiver thereof; it being the intention of the Court that all such documents are approved in their entirety. Nothing in this Confirmation Order shall constitute or be deemed to be a waiver, modification, or suspension of section 525 of the Bankruptcy Code or any party's rights thereunder.

41. **No Stay of Confirmation Order.** Notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062 and any other Bankruptcy Rule to the contrary, to the extent applicable, there

is no reason for delay in the implementation of this Confirmation Order and, thus, this Confirmation Order shall be effective and enforceable immediately upon entry.

42. **Miscellaneous.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept for filing and/or recording any and all documents and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

43. **United States of America.** As to the United States, nothing in the Plan, the Confirmation Order, or related Plan documents (collectively, "**Plan Documents**") shall:

(i) limit or expand the scope of discharge, release or injunction permitted to the Debtors under the Bankruptcy Code. For the avoidance of doubt, the discharge, release, and injunction provisions contained in the Plan Documents are not intended, and shall not be construed, to bar the United States from, pursuing any police or regulatory action, or any criminal action;

(ii) discharge, release, preclude, or enjoin (a) any liability to the United States that is not a Claim; (b) any Claim of the United States arising after the Effective Date; (c) any liability of any entity or person under police or regulatory statutes or regulations to a Governmental Unit as the owner, lessor, lessee, or operator of property or rights to property that such Entity owns, operates, or leases after the Effective Date or (d) any liability owed to the United States by any Entity other than the Debtors or the Reorganized Debtors; *provided*, *however*, that the foregoing shall not (x) limit the scope of discharge granted to the Debtors or Reorganized Debtors under sections 524 and 1141 of the Bankruptcy Code, or (y) diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code;

(iii) enjoin or affect any valid setoff rights under federal law as recognized in section 553 of the Bankruptcy Code and applicable law, or recoupment rights, *provided, however,* that the rights and defenses of the Debtors with respect thereto are fully preserved;

(iv) authorize the transfer or assignment of any federal (A) grants, (B) grant funds, (C) contracts, (D) property, including intellectual property and patents, (E) leases, (F) agreements, (G) certifications, (H) applications, (I) registrations, (J) billing numbers and other identifiers, (K) licenses, (L) permits, (M) covenants, (N) guarantees, (O) indemnifications, (P) data,

(Q) records, (R) inventory, (S) payment obligations, (T) Medicare agreements, or (U) other interests of the United States (collectively, "**Federal Interests**"), without compliance with all applicable non-bankruptcy law;

(v) be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the assumption, sale, assignment or transfer of any Federal Interests;

(vi) confer exclusive jurisdiction to the Bankruptcy Court with respect to the Federal Interests, claims, rights, defenses, suits, causes of action, obligations or liabilities, except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code).

44. For the avoidance of doubt, the United States is not a Releasing Party and nothing in the Plan Documents shall release claims held by the United States against any non-Debtor Person or Entity. All rights and defenses of the Debtors and the Reorganized Debtors under applicable non-bankruptcy law are expressly reserved.

45. **CMS Matters**. The Debtors participate in the ACO Reach model pursuant to an ACO Reach Model Participation Agreement (the "**Participation Agreement**") between Debtor American Choice Healthcare LLC ("**American Choice**") and the Centers for Medicare & Medicaid Services ("**CMS**"). To the extent that the Debtors or the Reorganized Debtors seek to assume and assign, effect a change in control, or otherwise transfer the Participation Agreement, such assumption and assignment will be accomplished in a manner that is consistent with the relevant provisions of the Bankruptcy Code, applicable non-bankruptcy law and as described further below.

46. On or about April 11, 2024, CMS froze $50,009,549.08 (the "**Setoff Amount**") from the provisional financial settlement for the performance year beginning on January 1, 2023 and ending on December 31, 2023 ("**PY 2023**") due American Choice on account of the $50,009,549.08 ("**PY 2023 Enhanced PCC Amount**") that American Choice received from CMS

during PY 2023 to invest in and expand its primary care capabilities. CMS asserts that the entire PY 2023 Enhanced PCC Amount and any additional prepetition obligations owed by American Choice constitute prepetition claims (the "**CMS Prepetition ACO Reach Claim**") secured by the Setoff Amount. To the extent the Debtors or the Reorganized Debtors seek to assume the Participation Agreement while the CMS Prepetition ACO Reach Claim remains outstanding, the Debtors or the Reorganized Debtors, as applicable, agree that they will cure the CMS Prepetition ACO Reach Claim and any other outstanding amounts due and owing in accordance with, and as required under, the Bankruptcy Code and applicable non-bankruptcy law upon assumption of the Participation Agreement. Specifically, upon the effective date of any such assumption, to the extent permitted under applicable non-bankruptcy law, the automatic stay shall be deemed lifted and CMS shall be permitted to apply the Setoff Amount against the CMS Prepetition ACO Reach Claim as a cure payment for amounts due under the Participation Agreement and otherwise applicable law. If the Setoff Amount is less than the CMS Prepetition ACO Reach Claim or any other amounts due as determined by CMS at the Final Settlement for PY 2023, American Choice (or the applicable Reorganized Debtor) shall pay the difference at the Final Settlement in accordance with the Participation Agreement. If the Setoff Amount exceeds the CMS Prepetition ACO Reach Claim as determined by CMS at the Final Settlement, CMS shall pay the difference to the Debtors or the Reorganized Debtors, as applicable, on the next payment cycle. For the avoidance of doubt, nothing in the Plan Documents shall authorize the assumption or assignment of the Participation Agreement without any required consent of CMS in accordance with the Participation Agreement and applicable non-bankruptcy law.

47. Further, approximately eleven (11) Debtor entities are, or at one time were, enrolled as suppliers in Part B of the Medicare Program (collectively, the "**Debtor Part B Suppliers**")

pursuant to separate Part B supplier enrollment agreements (collectively, the "**Supplier Agreements**" and each, a "**Supplier Agreement**"). To the extent there are any Part B overpayments from CMS to any of the Debtor Part B Suppliers under the Supplier Agreements, CMS may recoup such overpayments in accordance with the Medicare Act, the terms of the Supplier Agreements and the Parties' prior ordinary course business practices. Nothing in the Plan Documents shall affect (a) the Secretary of the Department of Human and Health Services' ("**HHS**") and CMS's authority and exclusive jurisdiction to determine the amounts due to or owed by the Debtors under the Participation Agreement, the ACO REACH model, and the Supplier Agreements or (b) any rights, claims or defenses of any other federal entity other than CMS, including other components of HHS and the Department of Justice.

48. **Palm Beach County Tax Collectors.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, in the event of Debtors' or Reorganized Debtors' default in making the required payments due under this Confirmation Order, the Palm Beach County Tax Collector (the "**PB Tax Collector**") shall provide notice to counsel for the Reorganized Debtors, and the Reorganized Debtors shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the PB Tax Collector shall be entitled to (i) on the later of (a) the date such claims become due pursuant to the Florida Tax Code (subject to any applicable extensions, grace periods, or similar rights under the Florida Tax Code) and (b) the Effective Date, pursue collection of all amounts owed pursuant to applicable non-bankruptcy law outside the Bankruptcy Court and (ii) enforce any valid, perfected, and unavoidable statutory Liens, if any (the "**PB Tax Liens**"), held for tangible personal property taxes, to collect any unpaid taxes in accordance with applicable state law, subject to the applicable provisions of the Bankruptcy Code. The PB Tax Collector will retain any PB Tax Liens and all rights attendant hereto until such time

as the PB Tax Lien has been satisfied in full. In connection with the foregoing, any defenses, claims, counterclaims, affirmative defenses, and other rights that exist under applicable law in favor of the Debtors or Reorganized Debtors, as applicable, are preserved.

49. **Texas Comptroller.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, as to the Texas Comptroller of Public Accounts (the "**Texas Comptroller**"), nothing in the Plan or this Confirmation Order shall: (1) affect or impair any valid statutory or common law setoff rights under section 553 of the Bankruptcy Code or recoupment rights of the Texas Comptroller under applicable bankruptcy and nonbankruptcy law and all such rights of the Texas Comptroller are preserved; (2) affect or impair any rights of the Texas Comptroller to pursue any non-Debtor third parties for tax debts or claims; (3) be construed to preclude the payment of interest at the statutory rate on any allowed Priority Tax Claim(s) or Administrative Expense Claim(s) asserted by the Texas Comptroller in accordance with the Bankruptcy Code; (4) modify the statutory interest rate under applicable nonbankruptcy law; (5) impose, in relation to Administrative Claim(s) of the Texas Comptroller, a requirement to file a request for payment as a condition of its allowance or to receive payment for such claim(s); or (6) be deemed a waiver or relinquishment of any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that the Debtors and/or the Reorganized Debtors may have under bankruptcy or non-bankruptcy law in connection with any claim, liability, or cause of action of the Texas Comptroller. For the avoidance of doubt, the Texas Comptroller shall not be considered either a Releasing Party or a Released Party. Texas Comptroller preserves all available bankruptcy and state law remedies, if any, in the event of default of payment on claims owed to the Texas Comptroller. In connection with the foregoing,

any defenses, claims, counterclaims, affirmative defenses, and other rights that exist under applicable law in favor of the Debtors or Reorganized Debtors, as applicable, as preserved.

50. **Texas Tax Authorities.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Allowed Claims of the Texas Tax Authorities[6] with respect to ad valorem taxes (the "**Texas Tax Authority Claims**") shall be classified as "Other Secured Claims." The Texas Tax Authorities' 2024 ad valorem taxes will be paid the later of (a) the Effective Date (or as soon thereafter as is reasonably practical) or (b) when due pursuant to applicable non-bankruptcy law (subject to any applicable extensions, grace periods, or similar rights under applicable law). The Texas Tax Authority Claims shall include all accrued interest properly charged under applicable non-bankruptcy law and the Bankruptcy Code through the date of payment, to the extent the Texas Tax Code provides for interest with respect to any portion of the Texas Tax Authority Claims; *provided* that, the Debtors' defenses and rights to object to such Claims or to the inclusion of such interest in such Claims are fully preserved. With respect to the Texas Tax Authority Claims, the prepetition tax liens of the Texas Tax Authorities, to the extent they are entitled to such liens, shall be expressly retained in accordance with applicable non-bankruptcy law until the applicable Texas Tax Authority Claim is paid in full. The Texas Tax Authorities' lien priority shall not be primed or subordinated by any exit financing approved by the Court in conjunction with the confirmation of the Plan or otherwise solely to the extent the Texas Tax Authorities' liens (i) arose in the ordinary course of business pursuant to applicable non-bankruptcy law, and (ii) are valid, senior, properly perfected, binding, enforceable, and non-avoidable pursuant to applicable non-bankruptcy law. In the event that collateral that secures the

[6] Bexar County, Cameron County, Hidalgo County, Nueces County, City of Houston, Houston Community College System, Houston ISD (collectively, the "**Texas Tax Authorities**")

Texas Tax Authority Claim of one or more of the Texas Tax Authorities is returned to a creditor holding a Lien that is junior to that of the Texas Tax Authorities, the Debtors shall first pay all ad valorem property taxes that are secured by such collateral, solely to the extent that the Debtors are liable for such ad valorem property taxes under applicable non-bankruptcy law. Each Texas Tax Authority may amend any timely filed Proof of Claim to liquidate an unliquidated claim; *provided* that the foregoing does not prejudice the Debtors' or Reorganized Debtors' rights to object to such Proofs of Claim in accordance with the Bankruptcy Code.

51. In the event of a default in the payment of the Texas Tax Authority Claims as provided herein, the applicable Texas Tax Authority shall provide notice to counsel for the Reorganized Debtors, and the Reorganized Debtors shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the applicable Texas Tax Authority shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law outside the Bankruptcy Court. Failure to pay the 2024 ad valorem taxes prior to the applicable non-bankruptcy law delinquency date shall constitute an event of default only as to the relevant Texas Tax Authority.

52. All rights and defenses of the Debtors and the Reorganized Debtors, as applicable, under applicable law are reserved and preserved with respect to such Texas Tax Authority Claims. The Debtors and Reorganized Debtors, as applicable, reserve all their defenses and rights to dispute or object to any proofs of claim filed by the Texas Tax Authority Claims.

53. **SIR Policy Claims.** For the avoidance of doubt, nothing in the Plan or this Confirmation Order, including Section 8.5 of the Plan, shall (i) require any payment on account of an SIR for an Insured Claim before such holder of an Insured Claim can pursue recovery in excess of an applicable SIR from any applicable insurance policy; and (ii) limit the amount a holder of an

Insured Claim can pursue against any applicable insurance policy above any applicable SIR; *provided* that any recovery on account of the Insured Claim in excess of an applicable SIR shall be recoverable solely from the Debtors' or Reorganized Debtors' (as applicable) insurance coverage, if any, and only to the extent of available insurance coverage and any proceeds thereof.

54. **Elevance**. To the extent that a provider agreement (each such agreement, an "**Elevance Agreement**") between any Debtor and Elevance Health, Inc. or one of its subsidiaries or affiliates ("Elevance") is assumed, then, notwithstanding any other provision of the Plan, the Plan Supplement, this Confirmation Order or any other order entered in these Chapter 11 Cases, or section 365 of the Bankruptcy Code, after the Effective Date, pursuant to, and solely to the extent permitted by, and arising under, the terms the applicable Elevance Agreement, Elevance shall be authorized, in the ordinary course of business, to offset, recover or recoup any amounts due by Elevance to the applicable Debtor or Reorganized Debtor that is party to such Elevance Agreement against any amounts due by the applicable Debtor or Reorganized Debtor to Elevance under such Elevance Agreement, including any overpayments due to Elevance arising or relating to any period prior to the Effective Date. The rights, claims, and defenses of Elevance, the Debtors, the Debtors' Estates and the Reorganized Debtors under each such Elevance Agreement, to the extent that they exist, are hereby reserved.

55. **Expositos' Adjournment.** The Debtors and Frank and Lissette Exposito (the "**Expositos**") agree to adjourn to a mutually agreeable date after the Effective Date, the hearing and reply deadline with respect to the *Objection of Frank and Lissette Exposito to Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1072] (the "**Expositos' Objection**"); provided that with respect to the Exposito Claims (as defined in the Plan), such rescheduled date shall be subject to the reasonable consent

of the Litigation Trustee. Each party reserves all rights with respect to the matters asserted in the Expositos' Objection.

56. **UnitedHealthcare/Change Healthcare.** Notwithstanding anything in this Order to the contrary, the objections asserted by UnitedHealthcare Insurance Company ("**UHC**"), UnitedHealthcare of Florida, Inc. ("**UHCFL**"), Preferred Care Partners, Inc. ("**PCP**"), Preferred Care Network, Inc. ("**PCN**" and together with UHC, UHCFL, PCP, "**UnitedHealthcare**"), and Change Healthcare Solutions, LLC ("**Change Healthcare**") in their *Limited Objection to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* (Docket No. 1049) (the "**Cure Objection**") and UnitedHealthcare's *Limited Objection to Confirmation of the Fourth Amended Joint Chapter 11 Plan of Cano Health, Inc. and Its Affiliated Debtors* (Docket No. 1061) (the "**UnitedHealthcare Confirmation Objection**") shall be resolved in accordance with the terms of that certain Memorandum of Understanding dated June 27, 2024, by and between UnitedHealthcare, CH LLC, and DGM MSO and the cure amount due under the Change Healthcare Contract (as defined in the Cure Objection) shall be $5,223.47. The Parties will work in good faith to identify and resolve any cure amounts due and owing as of the Plan Effective Date. UnitedHealthcare's rights of setoff are preserved under the Plan.

57. **Humana.** In consideration of the resolution of all disputed issues between Humana, Inc. and its affiliates ("**Humana**") and the Debtors relating to (i) the assumption and assignment and cure of the executory contracts and/or unexpired leases between Humana and the Debtors, as listed in the Debtors' *Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* Supplement to Notice filed on June 14, 2024 [Docket No. 1024] (the "**Humana**

Agreements"), as such agreements shall be amended pursuant to the terms of the letter agreement executed by the same effective June 27, 2024 (the "**Memorandum of Understanding**"), Humana's *Limited Objection to Notice and Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* filed June 24, 2024 [Docket No. 1091] (the "**Humana Cure Objection**"), and Humana's *Objection to Notice of Proposed Rejection of Executory Contracts and Unexpired Leases Pursuant to Debtors' Proposed Chapter 11 Plan of Reorganization* filed June 24, 2024 [Docket No. 1093] (the "**Humana Assumption Objection**"); (ii) Humana's *Objection to the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* filed June 24, 2024 [Docket No. 1094] (the "**Humana Plan Objection**"); (iii) Humana's *Motion for Entry of an Order Pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure Authorizing the Debtors to Temporarily Allow Claims for Purposes of Voting to Accept or Reject the Debtors' Reorganization Plan* filed on June 17, 2024 [Docket No. 1048] (the "**3018 Motion**"); and (iv) *Primary Care Holdings II, LLC's Motion for Relief from Stay to Effectuate a Setoff* filed on March 25, 2024 [Docket 511] (the "**Humana Lift Stay Motion**"), the Debtors agree to, on the Effective Date, release Humana from any chapter 5 causes of action the Debtors or their estates may have against Humana, and agree not to pursue any claims Debtors or their estates may have against Humana relating to or arising from any potential violations of the automatic stay that may have occurred through the date hereof, and Humana agrees (x) to the assumption and assignment of the Humana Agreements, as amended by the terms of the Memorandum of Understanding, (y) the Humana Plan Objection, 3018 Motion, Humana Lift Stay Motion, Humana Cure Objection and Humana Assumption Objection are each deemed withdrawn, with prejudice, and (z) upon the Effective Date, all filed and scheduled claims Humana asserted

against the Debtors, including Humana's Proofs of Claim Numbered 553, 556, 564, 566, 568, 569, 570, 573, 574, 576, 578, 579, 580, 581, 582, 583, 584, 586, 616, 624, 625, 627, 628, 632, 633, 638, 642, 647, and 649 and Scheduled Claims Numbered CUD SOAL F/ 3296227, CUD SOAL F/3296228, CUD SOAL F/3296229, and CUD SOAL F/ 3296231 shall be deemed automatically disallowed and expunged in their entirety from the claims register, and will otherwise be handled pursuant to the terms of the Memorandum of Understanding; *provided*, that Proof of Claim 572 asserted by TrueShore BPO, LLC shall be allowed as a single Non-RSA GUC Claim against Cano Health, LLC in the amount of $373,517.45; *provided, further*, that for the avoidance of doubt, Humana agrees to waive any and all claims arising from or relating to the Amended and Restated Right of First Refusal Agreement, effective June 3, 2021, and the Debtors' rejection thereof.

58. **Amerisource Bergen Drug Corporation**. The Debtors will assume the AmerisourceBergen Drug Corporation ("**ABDC**") executory contracts, including supporting documents, supplements, amendments and/or modifications thereto, as set forth on the 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 "**ABDC Agreements**"), subject to the agreement by ABDC to amend the ABDC Agreements to reflect agreed revised trade terms within twenty-one (21) days of the Effective Date.

59. Nothing in the Confirmation Order or Plan bars any party from defending itself, including by way of any defense, counterclaim, setoff, or right of recoupment, or by asserting an administrative claim, including by litigating any direct and/or affirmative claims required to establish such rights, each to the extent preserved in a timely filed proof of claim or as otherwise preserved under the Plan, Bankruptcy Code, Court Order, or applicable law, in any litigation against the Debtors or the Reorganized Debtors. For the avoidance of doubt, any settlement,

judgment, award, or other resolution on account of such claims against the Debtors shall be treated in accordance with the Plan. Further, nothing in the Confirmation Order or Plan shall be deemed to release or impact claims against any non-debtors for those parties that have (i) not voted to accept the Plan or (ii) opted out of granting the third-party releases set forth therein.

60. **Cigna**. Notwithstanding anything to the contrary in this Order, the Plan, or any notice related thereto, the following Pharmacy Provider Agreements between Express Scripts, Inc., Medco Health Solutions, Inc., and the Debtors: Pharmacy Provider Agreement (NCM502179); Pharmacy Provider Agreement (NCM551359); Pharmacy Provider Agreement (NCM551371); Pharmacy Provider Agreement (NCM213271); Pharmacy Provider Agreement (NCM368523); and Pharmacy Provider Agreement (NCM502340), (collectively, the "**Assumed Cigna Contracts**") shall be assumed under the Plan, and in lieu of cure, all obligations due and unpaid under the Assumed Cigna Contracts accruing prior to the Effective Date shall be unimpaired and reinstated, and nothing in this Order or section 365 of the Bankruptcy Code shall affect such obligations.

61. **GRI-EQY (Concord) LLC Lease.** Notwithstanding anything to the contrary herein, for the GRI-EQY (Concord) LLC lease (the "**Concord Lease**"), and the amendment thereto, assumed pursuant to this order, the Debtors shall (i) pay all reasonable and documented amounts, excluding the amounts included in the Cure Amount, that come due pursuant to the terms of the applicable lease as year-end adjustment or reconciliation charges for 2024, regardless of when they accrued; and (ii) satisfy the obligation, if any, and solely to the extent provided in the applicable assumed Concord Lease, to indemnify the landlord for pre-effective date claims of third parties pursuant to the terms of the applicable assumed Concord Lease, and the debtors' right to

contest such amounts or obligations under the terms of the assumed Concord Lease are fully reserved.

62. To the extent of any inconsistency between this Confirmation Order and the Plan, this Confirmation Order shall govern. In the event of any inconsistency between the Plan and the Litigation Trust Agreement, the Plan shall govern, *provided*, that in the event of any conflict between the Litigation Trust Agreement and Section 5.8 of the Plan, the Litigation Trust Agreement shall control.

63. Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in these cases after the Effective Date shall be limited to the following parties: (i) the Reorganized Debtors and their counsel, (ii) the U.S. Trustee, (iii) counsel to the Ad Hoc First Lien Group and the DIP Lenders, (iv) the Litigation Trustee, and (v) any party known to be directly affected by the relief sought.

Exhibit A

Plan

[Docket No. 1125]

Exhibit B

Notice of Effective Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
CANO HEALTH, INC., et al.,	:	**Case No. 24-10164 (KBO)**
Debtors. [1]	:	**(Jointly Administered)**
	:	**Re: Docket Nos. [●] __**

NOTICE OF EFFECTIVE DATE AND ENTRY OF ORDER CONFIRMING FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS

PLEASE TAKE NOTICE that on May 21, 2024, Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the "**Debtors**"), filed the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 864] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented from time to time, the "**Plan**")[2] with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Plan was held on June 28, 2024.

PLEASE TAKE FURTHER NOTICE that on [●], 2024, the Bankruptcy Court entered the *Order (I) Confirming Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. [●]] (the "**Confirmation Order**").

PLEASE TAKE FURTHER NOTICE that on [●], 2024 all conditions precedent to consummation of the Plan were satisfied or waived in accordance with Article IX of the Plan. Further, no stay of the Confirmation Order is in effect. Accordingly, [●], 2024 is the Effective Date of the Plan. As of the Effective Date, the injunction set forth in Section 10.5 of the Plan is now in place.

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[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://veritaglobal.net/CanoHealth. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

[2] Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the Plan, the Confirmation Order, or the Disclosure Statement Order, as applicable, unless the context otherwise requires.

PLEASE TAKE FURTHER NOTICE that, in accordance with Section 8.1 of the Plan, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed assumed, or assumed and assigned, as applicable, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or was terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume or reject filed by the Debtors on or before the Effective Date; (iv) is a Senior Executive Employment Agreement (which shall be treated as set forth in Section 5.12 of the Plan), (v) is specifically designated as a contract or lease to be included on the Rejection Schedule included in the Plan Supplement, or (vi) is the subject of a pending Cure Dispute. In accordance with Section 8.3 of the Plan, in the event the rejection of an executory contract or unexpired lease, solely pursuant to the Plan, results in damages to the other party or parties to such contract or lease, a Proof of Claim on account of such rejection damages Claim must be filed **no later than thirty (30) days following service of the notice of occurrence of the Effective Date (the "Rejection Damages Bar Date")**.

PLEASE TAKE FURTHER NOTICE that any such rejection damages Claim will be forever barred and will not be enforceable against the Debtors, the Reorganized Debtors, or their respective property or interests unless a Proof of Claim is timely filed by the Rejection Damages Bar Date, unless otherwise expressly allowed by the Court.

PLEASE TAKE FURTHER NOTICE that all documents filed with the Bankruptcy Court in connection with the above-captioned chapter 11 cases, including the Plan, the Plan Supplement, and the Confirmation Order, may be viewed free of charge by visiting the website maintained by Verita at https://veritaglobal.net/CanoHealth. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee by accessing the Bankruptcy Court's website at http://www.deb.uscourts.gov. Note that a PACER password and login are required to access documents on the Bankruptcy Court's website. A PACER password can be obtained by visiting http://www.pacer.psc.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith), the Plan Supplement, and the Confirmation Order are effective and enforceable and shall bind the Reorganized Debtors, the Released Parties, the Exculpated Parties, all holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other person giving, acquiring, or receiving property under the Plan, any and all non-Debtor Parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in these chapter 11 cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. All settlements, compromises, release (including the releases set forth in Article X of the Plan), waivers, discharges, exculpations, and injunctions set forth in the Plan are effective and binding on any Entity that may have had standing to assert any settled, compromised, released, waived, discharged, exculpated, or enjoined Causes of Action.

Date: [●], 2024
Wilmington, DE

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
E-mail: 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
E-mail: gary.holtzer@weil.com
jessica.liou@weil.com
matthew.goren@weil.com
kevin.bostel@weil.com
rachael.foust@weil.com

Attorneys for Debtors
and Debtors in Possession

Exhibit B

Blackline

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
CANO HEALTH, INC., *et al.*,	:	**Case No. 24-10164 (KBO)**
Debtors.[1]	:	**(Jointly Administered)**
	:	**Re: Docket No. 1125**

ORDER (I) CONFIRMING FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS AND (II) GRANTING RELATED RELIEF

Upon the filing by Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), as "proponents of the plan" within the meaning of section 1129 of title 11 of the United States Code (the "**Bankruptcy Code**"), of the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ~~864~~1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof and hereof, the "**Plan**"), a copy of which is attached hereto as **Exhibit A**;[2] and the Court having approved the *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [Docket No. 866] (including

[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://veritaglobal.net/CanoHealth. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

[2] Capitalized terms used but not otherwise defined herein have the ~~respective~~ meanings ascribed to such terms in the Plan or the Disclosure Statement Order (as defined below), as applicable~~, unless the context otherwise requires~~.

any exhibits, schedules, and supplements thereto, the "**Disclosure Statement**") and having entered the *Order (I) Approving Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Proposed Plan, and (V) Granting Related Relief* [Docket No. 865] (the "**Disclosure Statement Order**"); and the Debtors, through their balloting and tabulation agent, Verita Global ("**Verita**")[3], having served the Disclosure Statement Order, the Plan, the Disclosure Statement, and the other related solicitation materials, including copies of the Court approved ballots (the "**Ballots**"), notice of non-voting status, and notice of the hearing on confirmation of the Plan (the "**Confirmation Hearing**" and the notice thereof, the "**Confirmation Hearing Notice**"), as applicable, on the holders of Claims and Interests in accordance with the Disclosure Statement Order, as described in the *Certificate of Service* of Marina N. Khan, dated May 28, 2024 [Docket No. 885], the *Certificate of Service* of Sydney Reitzel, dated June 13, 2024 [Docket No. 1006], and the *Supplemental Certificate of Service* dated June ~~[●]~~18, 2024 [Docket No. 1053] (collectively, the "**Solicitation Certifications**") and the *Declaration of ~~Sydney Reitzel~~James Lee in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, filed on June ~~[●]~~26, 2024 [Docket No. ~~[●]~~1110] (the "**Voting Certification**"); and on May 29, 2024, the Debtors, through Verita, having caused the Confirmation Hearing Notice to be published in the national edition of the *Wall Street Journal* and the local editions of the *Miami Herald and Sun Sentinel,* as set forth in the proof of publication, filed on June 6, 2024 [Docket No. 983] (the

[3] On June 11, 2024, Kurtzman Carson Consultants LLC (KCC) changed its name to KCC dba Verita Global ("**Verita**"). There has not been any change in the company's ownership structure.

"**Publication Affidavit**"); and due and proper notice of the Confirmation Hearing having been given to holders of Claims against, and Interests in, the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Bankruptcy Rules**"), and the Disclosure Statement Order, as established by the certificates of service, mailing, and publication filed with the Court, including the Solicitation Certifications and the Publication Affidavit, and such notice being reasonable and sufficient under the circumstances and no further or additional notice being required; and the Debtors having filed on June 14, 2024, the *Notice of Filing of Plan Supplement in Connection with the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1023] (including any exhibits, schedules, and supplements thereto and as supplemented on June 20, 2024 [Docket No. 1063] and June 27, 2024 [Docket No. 1123] and as may be further amended, restated, supplemented, or otherwise modified in accordance with the terms of the Plan and this Confirmation Order, the "**Plan Supplement**"); and due and proper notice of the Plan Supplement and the documents set forth, and transactions contemplated, therein having been given to holders of Claims against, and Interests in, the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order; and such filing and notice thereof being reasonable and sufficient under the circumstances and no further or additional notice being required; and the Court having considered the record in these Chapter 11 Cases, the compromises and settlements, including the Side-Car Resolution and the Global Settlement, and the transactions embodied in and contemplated by the Plan, the briefs and arguments regarding confirmation of the Plan, the evidence in support of the Plan adduced at

the Confirmation Hearing, and the (a) *Declaration of Conor McShane in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1104] (the "**McShane Declaration**"); (b) *Declaration of Jeffrey Kopa in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ~~[●]~~1107] (the "**Kopa Declaration**"); (~~b~~c) *Declaration of Patricia Ferrari in Support of Confirmation of the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ~~[●]~~1105] (the "**Ferrari Declaration**"); and (~~c~~d) *Declaration of Drew Talarico in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. ~~[●]~~1109] (the "**Talarico Declaration**" and together with the McShane Declaration, Kopa Declaration, the Ferrari Declaration, and the Voting Certification, the "**Confirmation Declarations**"); and the Confirmation Hearing having been held on June 28, 2024; and the Court having taken judicial notice of the entire record of these Chapter 11 Cases; and after due deliberation:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Findings of Fact and Conclusions of Law.** The findings and conclusions set forth herein and the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

B. **Jurisdiction and Venue.** The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper under 28 U.S.C. §§ 1408 and 1409. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtors consent to entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

C. **Judicial Notice.** The Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the Court during these Chapter 11 Cases, including, without limitation, the Confirmation Hearing.

D. **Burden of Proof.** Based on the record of these Chapter 11 Cases, each of the Debtors has met the burden of proving by a preponderance of the evidence each applicable element of sections 1129(a) and (b) of the Bankruptcy Code, including all other sections of the Bankruptcy Code referenced therein or implicated thereby.

E. **Solicitation.** The Plan was solicited in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order. The Released Parties and Exculpated Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including with respect to (1) the solicitation of acceptances or rejections of the Plan, as applicable, and

(2) the participation in the offer, issuance, sale, or purchase of any security offered or sold under the Plan, and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan and this Confirmation Order.

F. **Good Faith.** The Plan has been proposed in good faith and not by any means forbidden by law. In so finding, the Court has considered the totality of the circumstances of the Chapter 11 Cases and found that ~~all~~the Debtors, the Committee, the DIP Lenders, the Ad Hoc First Lien Group, and all other constituencies acted in good faith. The Plan is the result of extensive, good faith, arm's length negotiations among the Debtors, the Committee, the DIP Lenders, the Ad Hoc First Lien Group, and their principal constituencies.

G. **Plan Supplement**. The documents contained in the Plan Supplement comply and are consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the ~~Bankruptcy~~ Local Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of these Chapter 11 Cases. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. The Debtors reserve the right to alter, amend, update, or modify the Plan Supplement in accordance with the Plan.

H. **Section 1129(b).** The Plan does not "discriminate unfairly" and is "fair and equitable" with respect to the Classes that are Impaired and ~~[~~voted to, or~~]~~ are deemed to, reject the Plan in accordance with section 1129(b) of the Bankruptcy Code because no Class senior to any rejecting Class is being paid more than in full and the Plan does not provide a recovery on account of any Claim or Interest that is junior to such rejecting Classes.

I. **Injunction.** The injunction provided by Section 10.5 of the Plan is appropriately tailored to the circumstances of these Chapter 11 Cases, is essential to the Plan, and is necessary to implement the Plan and to preserve and enforce the discharge, release, and exculpation provisions of the Plan. The injunction is consistent with the Bankruptcy Code and applicable law.

J. **Releases**. Good and valid justification has been demonstrated in support of the releases contained in Section 10.6(a) of the Plan (the "**Debtor Releases**"). Based upon the record in the Chapter 11 Cases and the evidence presented at the Confirmation Hearing, including in the Confirmation Declarations, the Debtor Releases (i) are an essential component of the Plan and appropriate under the facts and circumstances of the Chapter 11 Cases; (ii) are given in exchange for good and valuable consideration provided by the Released Parties; (iii) are a sound exercise of the Debtors' business judgment; (iv) are supported by the findings and recommendations of Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**") and Weil, Gotshal & Manges LLP ("**Weil**") in connection with their investigations performed at the direction of the 2023 Directors into potential estate claims and causes of action, as well as the 2023 Directors' own review of the factual record; and (v) were given and made after due notice and opportunity for a hearing. The releases contained in Section 10.6(b) of the Plan (the "**Third Party Releases**") are consensual in nature because all Releasing Parties have either affirmatively consented to such releases or were given due and adequate notice thereof and sufficient opportunity and instruction to elect to opt out of such releases. The Third Party Releases shall serve as a bar to any of the Releasing Parties asserting any ~~released~~ claim released under the Plan against any of the Released Parties as and to the extent provided for in the Plan and this Confirmation Order. The Third Party Releases were adequately disclosed and explained in the Ballots, the Confirmation Hearing Notice, the Disclosure Statement, and the Plan.

K. **Exculpation.** The exculpation provided by Section 10.7 of the Plan for the benefit of the Exculpated Parties is appropriately tailored to the circumstances of these Chapter 11 Cases because it is supported by proper evidence, proposed in good faith, formulated following extensive good faith, arm's-length negotiations with the Debtors, the Committee and

the Debtors' key constituents, and appropriately limited in scope. The Exculpated Parties reasonably relied upon the exculpation provision as a material inducement to engage in postpetition negotiations with the Debtors, the Committee, and other key stakeholders that culminated in the Plan ~~and~~, the Global Settlement, and all other settlements and compromises therein that maximize value for the Estates. The failure to implement the exculpation provision would seriously impair the Debtors' ability to confirm the Plan.

L. **Modifications to Plan.** Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan made after solicitation of the Plan or in this Confirmation Order constitute technical or clarifying changes, and/or do not materially and adversely affect or change the treatment of any other Claim under the Plan. Notice of any such modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, such modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims or Interests be afforded any further opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before the Court, and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

M. **Notice.** As evidenced by the Solicitation Certifications and the Publication Affidavit filed with the Court, due, proper, timely, adequate, and sufficient notice of the Plan, the deadline and procedures for filing objections to the Plan (including, without limitation, the deadline and procedures for filing any objections to the assumption, assumption and assignment, or rejection of any Contracts under the Plan), the Plan Supplement, and the Confirmation Hearing has been provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the

Local Bankruptcy Rules, and the Disclosure Statement Order to all interested Persons and Entities.

~~N. **Tabulation.** As described in the Voting Certification, the holders of Claims in Classes [●] against each Debtor have accepted the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code or otherwise pursuant to the Disclosure Statement Order. All procedures used to tabulate the Ballots were fair, reasonable, and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order. All other Claims against and Interests in the Debtors are presumed to accept the Plan, deemed to reject the Plan, or unclassified under the Plan.~~

N. **Tabulation.** Holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired under the Plan and, therefore, are presumed to accept the Plan. Holders of Claims in Class 3 (First Lien Claims), and Class 4 (RSA GUC Claims) voted to accept the Plan at each of the applicable Debtor entities that have Class 3 and Class 4 Claims in accordance with the Bankruptcy Code, thereby satisfying section 1129(a)(8) as to those Classes. Class 5 (Non-RSA GUC Claims) voted to accept the Plan at all but eleven of the Debtors[4], and, as such, the Plan satisfies the requirements of section 1129(a)(8)(A) with respect to Class 5 for all but eleven of the Debtors. Class 6 (Convenience Claims) voted to accept the Plan at each of the Debtors except for Debtor Cano Health of Florida, LLC and, as such, the Plan satisfies the requirements of section 1129(a)(8)(A) for Class 6 except for Debtor Cano Health of Florida,

[4] Class 5 (Non-RSA GUC Claims) voted to reject the Plan for the following eleven Debtors: (i) Cano Health, Inc., (ii) DGM MSO, LLC, (iii) Orange Accountable Care Organization of South Florida LLC, (iv) Orange Accountable Care Organization, LLC, (v) Orange Care Group South Florida Management Services Organization, LLC, (vi) Orange Care IPA of New Jersey, LLC, (vii) Orange Care IPA of New York, LLC, (viii) Orange Healthcare Administration, LLC, (ix) Physician Partners Group of FL, LLC, (x) Total Care ACO, LLC, and (xi) University Health Care Pharmacy, LLC (collectively, the "**Class 5 Rejecting Debtors**").

LLC. As such, the Debtors have obtained at least one Impaired accepting Class on the Plans for forty of the forty-eight Debtors and those Plans should be confirmed. Of the remaining eight Debtors, five of those Debtors have no asserted Impaired Claims (other than scheduled Intercompany Claims) and, therefore, section 1129(a)(8) of the Bankruptcy Code does not apply. The Plans of the remaining three Debtors where claims were asserted but no votes were received (Cano Health Illinois 1 MSO, LLC, Cano Health CA1, LLC, and CHPR MSO LLC) are nonetheless still confirmable because, in the case of Cano Health Illinois 1 MSO, LLC, Cano Health CA1, LLC, creditors at these Debtors was given a full and fair opportunity to vote on the Plan or, with respect to the Claim holder at CHPR MSO LLC, a full and fair opportunity to contest the treatment of their Claim for voting purposes, but opted not to exercise those rights. Such failure of any creditor to vote on the Plans or object to Claim classification, as applicable, constitutes deemed acceptance by those Impaired Classes of those Plans for purposes of Plan confirmation.

O. **Opportunity to Object.** In compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order, a fair and reasonable opportunity to object or be heard with respect to the Plan has been afforded to all interested Persons and Entities (including, without limitation, with respect to the assumption, assumption and assignment, or rejection of any Contracts under the Plan).

P. **No Action.** Pursuant to the appropriate provisions of the Delaware Limited Liability Company Act, the Delaware General Corporation Law, other applicable non-bankruptcy law, and section 1142(b) of the Bankruptcy Code, no action of the respective directors, managers, members, or stockholders of the Debtors or Reorganized Debtors, as applicable, shall be required to authorize the Debtors or Reorganized Debtors to enter into,

execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan or the documents set forth in the Plan Supplement, including any of the Definitive Documents, except as expressly required pursuant to the Plan.

Q. **No Governmental Approvals Required.** Except as otherwise expressly provided in the Plan or this Confirmation Order, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

R. **Best Interests.** The ~~l~~Liquidation ~~a~~Analysis provided in the Disclosure Statement and the other evidence presented, proffered, or adduced at the Confirmation Hearing (i) are persuasive and credible; (ii) have not been controverted by other evidence; and (iii) establish that each holder of an impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

S. **Executory Contracts and Unexpired Leases**

i. **Cure and Assumption Notices and Opportunity to Object.** On June 7, 2024 the Debtors served the *Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 989] (the "**Initial Cure and Assumption Notice**"), which included a schedule

listing certain executory contracts and unexpired leases proposed to be assumed and identifying the Cure Amount, if any, that the Debtors believed must be paid to cure any monetary defaults and pay all amounts accrued under such contracts and leases (such schedule, as may be amended, supplemented, or otherwise modified, the "**Assumption Schedule**"). On June 14, 2024, the Debtors filed the *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 "**First Supplemental Cure and Assumption Notice**"), which included an amended version of the Assumption Schedule that (i) included certain additional executory contracts and unexpired leases that Debtors proposed to assume or assume and assign, (ii) removed certain contracts and leases that the Debtors included on the initial Assumption Schedule but no longer sought to assume or assume and assign, and (iii) included modifications to certain cure amounts that were included on the initial Assumption Schedule. On June 20, 2024, the Debtors filed the *Second Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 1064] (the "**Second Supplemental Cure and Assumption Notice**"), which included a further amended version of the Assumption Schedule. On June 21, 2024, the Debtors filed the *Third Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 1081] (the "**Third Supplemental Cure and Assumption Notice**"), which included a further amended version of the Assumption Schedule (together with the Initial Cure and Assumption Notice ~~and~~, the First Supplemental Cure and Assumption Notice, and the Second Supplemental Cure and Assumption Notice, the "**Cure and Assumption Notices**")~~, which included a further amended version of the Assumption Schedule~~. The Cure and Assumption

Notices were served on each non-Debtor counterparty (each, a "**Counterparty**" and collectively, the "**Counterparties**") to the executory contracts and unexpired leases identified on the Assumption Schedule (the "**Assumed Contracts**"), as applicable, who were affected by such notice, either by a modification to the cure amount with respect to a Counterparty's Assumed Contract or by an addition to or removal from a Counterparty's Assumed Contract from the Assumption Schedule. The service of the Cure and Assumption Notices, including the Assumption Schedule, was timely, good, sufficient and appropriate under the circumstances and no further notice need be given. All Counterparties to the Assumed Contracts have had a reasonable opportunity to object both to the Cure Amount listed on the Cure and Assumption Notices and to the assumption of the Assumed Contracts.

ii. **Cure/Adequate Assurance.** The Debtors have cured or demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the Effective Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code. Unless otherwise agreed to by the Debtors and the applicable Counterparty, the Cure Amounts set forth in the Assumption Schedule are deemed the amounts necessary to "cure" within the meaning of section 365(b)(1) of the Bankruptcy Code all "defaults" within the meaning of section 365(b) of the Bankruptcy Code under such executory contracts or unexpired leases. Accordingly, all of the requirements of sections 1123(b)(2) and 365(b) of the Bankruptcy Code have been satisfied for the assumption by the Debtors of each of the Assumed Contracts.

T. **Unenforceability of Anti-Assignment Provisions.** Anti-assignment provisions in any Assumed Contract, any other third party consent, or of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code, shall not restrict, limit, or prohibit the

assumption, assignment, or sale of the Assumed Contracts and are unenforceable anti-assignment provisions within the meaning of section 365(f) of the Bankruptcy Code.

U. **Final Order.** This Confirmation Order is intended to be a final order within the meaning of 28 U.S.C. § 158(a).

FURTHER, IT IS HEREBY ORDERED THAT:

1. The Plan is confirmed as set forth herein.

2. The findings of fact and conclusions of law set forth above, as well as any additional findings of fact and conclusions of law announced by the Court at the Confirmation Hearing, are hereby incorporated into this Confirmation Order.

3. The documents contained in the Plan Supplement and the transactions contemplated therein are approved in their entirety. The Debtors are authorized to take all actions required under the Plan and the Plan Supplement to effectuate the Plan and the transactions contemplated ~~therein~~in the Plan and the Plan Supplement. The Debtors are authorized to modify the Plan Supplement documents following entry of this Confirmation Order in a manner consistent with this Confirmation Order and the Plan, subject to the consent and consultation rights set forth in the Confirmation Order, the Plan and the Plan Supplement documents.

4. The terms and provisions of the Plan are incorporated herein by reference in their entirety and are an integral part of this Confirmation Order. The terms of the Plan, the documents contained in the Plan Supplement, and all exhibits and other relevant and necessary documents related thereto or contemplated thereby shall be effective and binding as of the Effective Date.

5. **Objections.** To the extent any objections (including any reservation of rights contained therein) to confirmation of the Plan or other responses or reservations of rights with respect thereto have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, such objections and responses are denied and overruled on the merits with prejudice.

6. **Implementation and Effectiveness of the Plan.** Upon the Effective Date, by virtue of entry of the Confirmation Order, all actions contemplated by the Plan and the Plan Supplement shall be deemed authorized, approved, and, to the extent taken on or prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person, including but not limited to (i) entry into the Definitive Documents, (ii) implementation of the Restructuring Transactions, (iii) entry into, making any payments required by, or implementation of any premiums or payments in accordance with, the Exit Facility Credit Agreement and the other Exit Facility Documents, (iv) issuance of the New Equity Interests, (v) issuance of the GUC Warrants, (vi) the execution of the Litigation Trust Agreement (as defined below), creation and implementation of the Litigation Trust, issuance of the Litigation Trust Interests and distributions to be made to holders of Non-RSA GUC Claims as required under the Plan, and (vii) such other transactions that are necessary or appropriate to implement the Plan in a tax-efficient manner. All matters provided

for in the Plan are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without any requirement of further action by the Debtors or the Estates.

7. **Settlements and Compromises.** Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the ~~Plan, including the~~ Side-Car Resolution ~~and~~, the Global Settlement, ~~is~~ and all other compromises, settlements, and releases set forth herein shall be deemed~~,~~ a good-faith compromise and settlement of all related Claims, Interests, and controversies ~~relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest~~. The Side-Car Resolution and the Global Settlement are foundational to the Plan and necessary to achieve a beneficial and efficient resolution of the Chapter 11 Cases for all parties in interest. Entry of this Confirmation Order constitutes the Court's approval of the ~~compromise or settlement embodied in the Plan, including the~~ Side-Car Resolution ~~and the~~, Global Settlement, and all other compromises, settlements, and releases set forth herein, as well as a finding by the Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. ~~In accordance with~~Except for Litigation Trust Causes of Action, and subject to the provisions of Section 5.8 of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

8. **Exit Facility.** The Debtors and Reorganized Debtors are hereby authorized to enter into, and take such actions as necessary or desirable to execute, deliver, and perform the Exit Facility and all documents or agreements related thereto, including guaranteeing the payment and performance thereof, granting security interests in and liens on collateral to secure the obligations thereunder, and paying or reimbursing any fees, premiums, payments, indemnities and expenses under or pursuant to any such documents and agreements in connection therewith (including the Backstop Fee and Commitment Fee provided by the Exit Facility Term Sheet contained in the Plan Supplement, which~~, to the extent applicable,~~ shall be allowed hereunder as an administrative expense under Section 503 of the Bankruptcy Code, in consideration of the agreements of the Specified Exit Lenders[5] to backstop the, and/or agree to, purchase the New Exit Loans from the fronting bank and initial lender in respect of the New Exit Loans and satisfied in full upon the issuance by the Reorganized Debtors, and distribution to the Exit Facility Lenders extending the New Exit Loans, of New Equity Interests on the Effective Date in respect thereof). Upon the closing of the Exit Facility, the Exit Facility Lenders thereunder shall have valid, binding and enforceable Liens on the collateral specified in the Exit Facility Documents, which Liens shall be deemed automatically perfected on the Effective Date (without any further action being required by the Debtors or the Reorganized Debtors, as applicable, the applicable agent, or any of the applicable lenders) with the priority set forth in the Exit Facility Documents and subject only to such Liens and security interests as may be permitted under the Exit Facility Documents.

[5] "Specified Exit Lenders" means affiliates or designees of Anchorage Capital Advisors, L.P., Diameter Capital Partners LP, Eaton Vance Management & Boston Management and Research, Nut Tree Capital Management, LP, Sound Point Capital Management, L.P., and Squarepoint Ops LLC.

9. The Reorganized Debtors and the Entities granting such Liens and security interests are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

10. The obligations (including any premium, payment and fees) incurred in connection with the Exit Facility and the guarantees, mortgages, pledges, Liens and other security interests granted pursuant to or in connection with the Exit Facility are incurred or granted, as applicable, in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to the lenders to extend credit thereunder and shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. Additionally, distributions of Exit Facility Term Loans may be conditioned on the Debtors receiving, prior to the Effective Date, executed signature pages to each applicable Exit Facility Document from each Person or Entity entitled to receive Exit Facility Term Loans; provided, that, if the Debtors determine to issue Exit Facility Term Loans to a Person or Entity entitled to receive Exit Facility Term Loans but who fails to execute any

applicable Exit Facility Document, such Person or Entity, upon becoming a holder of Exit Facility Term Loans, shall be deemed, without further notice or action, to have agreed to be bound by the Exit Facility Documents, which shall be deemed to be valid, binding, and enforceable in accordance with their terms, as the same may be amended from time to time following the Effective Date in accordance with their terms, and in each case without the need for execution by any party thereto other than Reorganized Parent. The Exit Facility Documents shall be binding on all Entities receiving Exit Facility Term Loans, whether received pursuant to the Plan or otherwise and regardless of whether such Entity executes or delivers a signature page to such Exit Facility Documents.

11. **Litigation Trust**. The *Litigation Trust Agreement and Declaration of Trust* (the "**Litigation Trust Agreement**"), substantially in the form filed in the Plan Supplement, is hereby approved in all respects. On or before the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement and shall take all steps necessary or desirable to establish the Litigation Trust and the beneficial interests therein, pursuant to, and in accordance with, the terms of the Plan and the Litigation Trust Agreement. On the Effective Date, the Debtors shall irrevocably assign, transfer, convey and deliver (and shall be deemed to have irrevocably assigned, transferred, conveyed and delivered) all of their rights, title, and interest in and to all of the Litigation Trust Assets (as defined in the Litigation Trust Agreement) to the Litigation Trust, ~~to be held~~free and clear of all Claims, Liens, charges, and other encumbrances, and in accordance with section 1141 of the Bankruptcy Code, and the Litigation Trust Assets shall automatically vest in the Litigation Trust without further action by any Person. The Litigation Trust Assets shall be held by the Litigation Trust as of the Effective Date in trust for the benefit of the Litigation Trust Beneficiaries (as defined in the Litigation Trust

Agreement), which shall, together with any and all other property held from time to time by the Litigation Trust under the Litigation Trust Agreement, including any and all proceeds thereof and earnings thereon, comprise Litigation Trust Assets for all purposes hereof, and shall be administered, utilized and applied as specified in the Litigation Trust Agreement and the Plan. Following the Effective Date, the Debtors shall irrevocably assign, transfer, convey and deliver (and shall be deemed to have irrevocably assigned, transferred, conveyed and delivered) to the Litigation Trust any Incremental Non-RSA GUC Cash promptly (in any event no later than five (5) business days) following receipt thereof by the Debtors, to be held in trust for the benefit of the Litigation Trust Beneficiaries, which shall, together with any cash contributed to a Disputed Claims Reserve and any and all other property held from time to time by the Litigation Trust under the Litigation Trust Agreement, including any and all proceeds thereof and earnings thereon, comprise Litigation Trust Assets for all purposes hereof, and shall be administered, utilized, and applied as specified in the Litigation Trust Agreement and the Plan. Upon the Effective Date, the Litigation Trustee shall be the exclusive administrator of the Litigation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as a representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In pursuing any claim, right, or Litigation Trust Cause of Action, the Litigation Trust shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code and shall succeed to the Debtors' rights with respect to the time periods in which a Cause of Action may be brought under the Bankruptcy Code or other applicable law. The Debtors, the Reorganized Debtors, or anyone acting on their behalf, or any holder of a Claim against or Interest in any of the Debtors or the Reorganized Debtors shall not be responsible for

any Litigation Trust Expenses and shall incur no liability in connection with the Litigation Trust (subject to any obligations of the Debtors or Reorganized Debtors, as applicable, pursuant to the Plan or Litigation Trust Agreement). The appointment of ~~[●]~~META Advisors, LLC as Litigation Trustee pursuant to the terms of the Litigation Trust Agreement is hereby approved~~.~~ and the Litigation Trustee is hereby (a) authorized to execute and perform under the Litigation Trust Agreement, to appear and be heard before the Bankruptcy Court on all matters related to the Chapter 11 Cases (as a representative of the Litigation Trust and/or under section 1123(b) of the Bankruptcy Code, as applicable) and to present to creditors, other courts of competent jurisdiction, and any other Person or Entity the Litigation Trust Agreement, the Plan, and the Confirmation Order as evidence of its authority, and (b) vested with all of the powers and authority set forth in the Plan and Litigation Trust Agreement and otherwise as is necessary or proper to carry out the provisions of the Pan or Litigation Trust Agreement, as applicable. The Committee is authorized, without further order of the Court or notice to the Court or any other Person, to determine the Litigation Trust Reallocated Amount.

12. **Authorization and Issuance of Plan Securities.** On and after the Effective Date the applicable Reorganized Debtors are authorized to issue, or cause to be issued, and shall issue or distribute the New Equity Interests in accordance with the terms of Section 4.3 of the Plan and in respect of the Backstop Fee and Commitment Fee provided by the Exit Facility Term Sheet contained in the Plan Supplement, without the need for any further corporate, limited liability company, or shareholder action. All of the New Equity Interests distributable under the Plan shall be duly authorized, validly issued, and, as applicable, fully paid and non-assessable. The New Governance Documents shall, as applicable, have provided for a sufficient amount of authorized New Equity Interests to effectuate the issuance or distribution of New Equity Interests

contemplated by and in connection with the Plan, and the applicable Reorganized Debtors shall issue or reserve for issuance a sufficient amount of New Equity Interests to effectuate all such issuances. Additionally, distributions of New Equity Interests may be conditioned on the Debtors receiving, prior to the Effective Date, executed signature pages to each applicable New Governance Document from each Person or Entity entitled to receive New Equity Interests; *provided*, that, if the Debtors determine to issue New Equity Interests to a Person or Entity entitled to receive New Equity Interests but who fails to execute any applicable New Governance Document, such Person or Entity, upon becoming a holder of New Equity Interests, shall be deemed, without further notice or action, to have agreed to be bound by the New Governance Documents, which shall be deemed to be valid, binding, and enforceable in accordance with their terms, as the same may be amended from time to time following the Effective Date in accordance with their terms, and in each case without the need for execution by any party thereto other than Reorganized Parent. The New Governance Documents shall be binding on all Entities receiving New Equity Interests (and their respective successors and assigns), whether received pursuant to the Plan or otherwise and regardless of whether such Entity executes or delivers a signature page to any New Governance Document.

13. On and after the Effective Date, the applicable Reorganized Debtors are authorized to issue, or cause to be issued, and shall issue or distribute the GUC Warrants and the GUC Warrant Equity issuable upon the exercise of the GUC Warrants in accordance with the terms of Section 4.3(d) of the Plan without the need for any further corporate, limited liability company, or shareholder action. The GUC Warrant Equity issuable upon the exercise of the GUC Warrants shall be, upon issuance, duly authorized, validly issued, fully paid and non-assessable. All GUC Warrants are legally valid, binding and enforceable agreements. The

appointment of Continental Stock Transfer & Trust Company as Transfer Agent and Warrant Agent for the Reorganized Debtors is hereby approved. The New Governance Documents shall have provided for a sufficient amount of authorized New Equity Interests issuable upon exercise of the GUC Warrants and the applicable Reorganized Debtors shall reserve for issuance a sufficient amount of New Equity Interests issuable upon exercise of the GUC Warrants.

14. **Securities Registration Exemption**. The offer and sale by the Reorganized Debtors of (i) the New Equity Interests to holders of First Lien Claims under Section 4.3 of the Plan, (ii) the New Equity Interests to holders of DIP Claims on account of the DIP Participation Fee, (iii) the GUC Warrants (and the GUC Warrant Equity issuable upon the exercise thereof) to holders of RSA GUC Claims under Section 4.3(d) of the Plan, (iv) to the extent applicable, the Litigation Trust Interests to the Litigation Trust Beneficiaries in accordance with Section 5.8 of the Plan, and (v) the New Equity Interests to the Specified Exit Lenders on account of the Backstop Fee and Commitment Fee provided for by the Exit Facility Term Sheet contained in the Plan Supplement~~, to the extent applicable,~~ each shall be exempt pursuant to section 1145(a) of the Bankruptcy Code, without further act or action by any Entity, from registration under (i) section 5 of the Securities Act of 1933, as amended (the "**Securities Act**"), and all rules and regulations promulgated thereunder and (ii) any state or local law requiring registration for the offer or sale of securities. To the extent section 1145 is not applicable, the Reorganized Debtors may rely upon other applicable exemptions from registration~~, including in respect of the New Equity Interests on account of the Backstop Fee, Section 4(a)(2) of the Securities Act~~.

15. Under section 1145 of the Bankruptcy Code, any securities of the Debtors offered or sold under the Plan that are exempt from such registration pursuant to section 1145(a) of the Bankruptcy Code will be unrestricted securities as set forth in section 1145(c) of the Bankruptcy

Code and, generally, may be resold without registration under the Securities Act, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (ii) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments, (iii) the restrictions, if any, on the transferability of such securities and instruments, including any restrictions on the transferability under the terms of the New Governance Documents, (iv) any applicable procedures of DTC, and (v) applicable regulatory approvals.

16. The availability of the exemption under section 1145 of the Bankruptcy Code or any other applicable securities laws shall not be a condition to the occurrence of the Effective Date. Should the applicable Reorganized Debtors elect, on or after the Effective Date, to reflect all or any portion of the ownership of the New Equity Interests or the GUC Warrants through the facilities of DTC, the applicable Reorganized Debtors shall not be required to provide any further evidence other than the Plan or Confirmation Order with respect to the treatment under the Plan of such applicable portion of the New Equity Interests or GUC Warrants (and the GUC Warrant Equity issuable upon the exercise thereof). ~~Subject to the occurrence of the Effective Date, the Plan and the Confirmation Order shall be deemed to be legal and binding obligations of the applicable Reorganized Debtors in all respects.~~

17. DTC, any transfer agent, warrant agent or other similarly situated agent, trustee or other non-governmental Person or Entity shall accept and rely upon the Plan and Confirmation Order in lieu of a legal opinion for purposes of determining whether the initial offer and sale of the New Equity Interests, GUC Warrants, or GUC Warrant Equity issuable upon exercise of the GUC Warrants are exempt from registration under Section 1145(a) ~~or any other applicable~~

~~exemption from registration under the Securities Act~~, and whether the New Equity Interests and the GUC Warrant Equity issuable upon exercise of the GUC Warrants ~~are~~were, under the Plan, validly issued, fully paid and non-assessable.

18. Subject to the occurrence of the Effective Date, the Plan and the Confirmation Order shall be deemed to be legal and binding obligations of the applicable Reorganized Debtors in all respects. Following the Effective Date, the Reorganized Debtors and any Person or Entity receiving securities under the Plan shall comply with all applicable provisions of the securities laws.

19. ~~18.~~ **Exemption from Certain Transfer Taxes and Recording Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity (including the Litigation Trust) pursuant to, in contemplation of, or in connection with the Plan or pursuant to (a) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (b) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest (including, without limitation, as security for any or all of the Exit Financing Documents), or the securing of any indebtedness (including, without limitation, the DIP Conversion Exit Facility Loans and the New Exit Loans) by such or other means, (c) the making, assignment, or recording of any lease or sublease, or (d) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any United States federal, state, or local document recording tax, stamp tax, conveyance fee, intangibles, or similar

tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales or use tax, or other similar tax or governmental assessment, and the appropriate United States state or local governmental officials or agents shall forego the collection of any such tax, recordation fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

20. ~~19.~~ **Cancellation of Existing Securities and Agreements.** On the Effective Date, except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, including Section 5.9 of the Plan, all agreements, instruments, and other documents evidencing any Claim or Interest, including, without limitation, any Allowed DIP Claims, Allowed Loan Claims, and Allowed Senior Notes Claims, or any Interest (other than Intercompany Claims and Intercompany Interests, to the extent they are not modified by the Plan) and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged. The holders of or parties to such cancelled instruments, securities, and other documentation shall have no rights arising from or related to such instruments, securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

21. ~~20.~~ **Retained Causes of Action.** In accordance with section 1123(b) of the Bankruptcy Code, (a) following the Effective Date, the applicable Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, and the Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors; and (b) on the Effective Date, the Debtors shall transfer all Litigation Trust Causes of Action to the Litigation Trust, and following the Effective Date, the Litigation Trust shall retain and may enforce all rights to commence, pursue, litigate, compromise, abandon, and settle, as appropriate, any and all Litigation Trust Causes of Action. No Person may rely on the absence of a specific reference in the Plan, Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Reorganized Debtors, or the Litigation Trust, as applicable, will not pursue any and all available Causes of Action against such Person. Except with respect to Causes of Action against any Person which Person was released by the Debtors or the Reorganized Debtors on or before the Effective Date ~~(including~~ pursuant to the Plan~~)~~ or the Litigation Trust Causes of Action, the applicable Reorganized Debtors expressly reserve all rights to commence, prosecute, compromise, settle, or abandon any and all Retained Causes of Action against any Person, except as otherwise expressly provided in the Plan. The Litigation Trust expressly reserves all rights to prosecute any and all Litigation Trust Causes of Action. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, transferred, or settled in the Plan or a Final Order of the Bankruptcy Court, (i) the Reorganized Debtors

expressly reserve all Retained Causes of Action for later adjudication; and (ii) the Litigation Trust expressly reserves all Litigation Trust Causes of Action for later adjudication or resolution, and therefore, in each case, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, Claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or consummation of this Plan. For the avoidance of doubt, notwithstanding anything contained in the Plan to the contrary, on the Effective Date, the Litigation Trust Causes of Action shall be transferred to, and vest in, the Litigation Trust, and shall not be retained by the Reorganized Debtors~~.~~, and it is the intent of the Debtors, the Reorganized Debtors and the Litigation Trust that, in the event a court determines any Released Parties or Exculpated Parties, jointly or individually, are or were, as a result of any acts, omissions or other conduct relating to the Debtors, their businesses, assets or properties, a "joint tortfeasor," as that term is construed under applicable law, with respect to any injury or damage for which the Litigation Trust hereafter seeks relief from any person not a Released Party or Exculpated Party, the Released Parties and Exculpated Parties shall be entitled to protection from contribution to another joint tortfeasor. The Debtors, for themselves, their estates, and the Reorganized Debtors, as applicable, the Litigation Trust, and the Litigation Trustee, agree that damages recoverable from all other joint tortfeasors, with respect to a particular injury, shall be reduced to the extent of the pro rata share of any Released Party's and/or Exculpated Party's liability, as determined by the finder of fact in proceedings before any court of competent jurisdiction. For the avoidance of doubt, the Debtors, for themselves, their estates, and the Reorganized Debtors, as applicable, the Litigation Trust, and the Litigation Trustee, do not concede or stipulate that any Released Parties,

Exculpated Parties, or other Person or Entity qualifies as a "joint tortfeasor" with respect to any injury or damage incurred or allegedly incurred in connection with any Litigation Trust Causes of Action.

22. ~~21.~~ **Release of Liens and Claims.** Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of this Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. The holder of any Secured Claim (or any agent acting on its behalf) shall be authorized and directed to (i) release any collateral or other property of the Debtors, (including any Cash collateral) held by such holder (or such agent acting on its behalf), at the sole cost and expense of the Reorganized Debtors, and to (ii) take such actions as may be reasonably requested by the Debtors or the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Debtors or the Reorganized Debtors, in the case of each of clauses (i) and (ii), at the sole cost and expense of the Reorganized Debtors and without recourse, representation or warranty of any kind. Notwithstanding anything in the foregoing to the contrary, the Reorganized Debtors are

authorized to file UCC-3 Termination Statements with respect to the UCC-1 Filing in favor of McKesson Corporation File No. 202108914995 filed October 26, 2021.

23. **Patient Care Ombudsman**

a. ~~22.~~ Termination of Patient Care Ombudsman's Duties.~~—~~ The duties, responsibilities, and obligations of the Patient Care Ombudsman shall be terminated on the Effective Date, and the Patient Care Ombudsman may dispose of any documents provided to the Patient Care Ombudsman in the course of its reporting. Nothing herein shall in any way limit or otherwise affect the Patient Care Ombudsman's obligations of confidentiality under confidentiality agreements, if any, under section 333 of the Bankruptcy Code or under order of the Bankruptcy Court.

b. Impact of Delayed Plan Effectiveness. In light of the apparent imminence of the Effective Date of the Plan and to avoid unnecessary expense to the Debtors or their estates, if the Plan does not become effective prior to July 8, 2024, thereby effecting a discharge of the Patient Care Ombudsman's duties and responsibilities, the due date for the next periodic report of the Patient Care Ombudsman pursuant to section 333(b)(2) of the Bankruptcy Code, which is presently July 8, 2024, is hereby extended to and including August 8, 2024. The duties of the Patient Care Ombudsman under section 333(b)(3) of the Bankruptcy Code shall not be altered or affected by this paragraph.

24. ~~23.~~ **Distributions.** The Debtors, the Reorganized Debtors, the Litigation Trust and the Disbursing Agent, as and to the extent applicable, are authorized and directed to make all distributions under the Plan pursuant to the terms of the Plan and the Litigation Trust Agreement and to pay, as applicable, any fees, expenses, or other amounts approved by this Confirmation Order, or any other order of this Court.

25. ~~24.~~ **Executory Contracts and Unexpired Leases.** Pursuant to Section 8.1 of the Plan, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed assumed or assumed and assigned, as applicable, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Court; (ii) previously expired or was terminated pursuant to its own terms or by agreements of the parties thereto; (iii) is the subject of a separate motion to assume or reject filed by the Debtors on or before the Effective Date; (iv) is a Senior Executive Employment Agreement (which shall be treated as set forth in Section 5.12 of the Plan), (v) is specifically designated as a contract or lease to be included on the Rejection Schedule, or (vi) is the subject of a pending Cure Dispute.

26. If there is a dispute pertaining to the assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to the assumption being effective; provided that the Debtors or the applicable Reorganized Debtors may settle any such dispute without any further notice to, or action by, any party or order of the Bankruptcy Court. Notwithstanding the foregoing, to the extent the dispute relates solely to any Cure Amounts, the applicable Debtor may assume the executory contract or unexpired lease prior to the resolution of any such dispute, provided that the applicable Debtor or Reorganized Debtor reserves Cash in an amount sufficient to pay the full amount reasonably asserted by the counterparty to such executory contract or unexpired lease.

27. ~~25.~~ Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Court shall constitute approval of the assumptions, assumptions and assignments, including assignments to another Debtor, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Court that the

Debtors, as applicable, have provided adequate assurance of future performance under such executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by applicable Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of the Court authorizing and providing for its assumption, or applicable law.

28. ~~26.~~ **Rejection Damages Claims.** Any Proof of Claim based on the rejection of any executory contract or unexpired leases pursuant to the Plan must be filed by no later than thirty (30) days after the filing and service of the Notice of Effective Date (as defined herein) (the "**Rejection Damages Bar Date**"). Any such rejection damages Claim will be forever barred and will not be enforceable against the Debtors, the Reorganized Debtors, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is timely filed, unless otherwise expressly allowed by the Court.

29. ~~27.~~ **Dismissal of Cases.** Upon the Effective Date, if the requisite Classes do not vote to accept the Plan with respect to any Debtor and the Bankruptcy Court has not confirmed a Plan with respect to such Debtor, including for the avoidance of doubt, Cano Health, Inc., the Debtors, with the consent of the Ad Hoc First Lien Group (such consent not to be unreasonably withheld, conditioned, or delayed), are authorized to file an order, in form and substance reasonably satisfactory to the Ad Hoc First Lien Group dismissing the Chapter 11 Case of such Debtor under certification of counsel, and such Debtor shall be dissolved and wound up without any further action required by the Debtor, its shareholders, members, managers, or board of directors, as applicable (the "**Dismissed Cases**"). The applicable Debtor shall make any election required to effectuate such dissolutions to take all actions as may be necessary or appropriate under non-applicable bankruptcy law to fully effectuate such dissolution on or

promptly following the Effective Date, including the preparation, execution, and/or filing of any required certificate of dissolution, certificate of cancellation, or similar instrument with the Delaware Secretary of State and other applicable state governmental authorities. For the avoidance of doubt, any such dismissal order or alternative resolution, to the extent applicable, shall provide that the Litigation Trust Causes of Action from such Debtor shall be transferred to the Litigation Trust in accordance with the terms hereof.

30. ~~28.~~ **Conditions Precedent to the Effective Date.** Notwithstanding anything to the contrary herein or in the Plan, the Plan shall not become effective unless and until all conditions set forth in Section 9.2 of the Plan have been satisfied or waived in accordance with the Plan.

31. ~~29.~~ **Discharge of Claims and Termination of Interests**. Upon the Effective Date, except as otherwise expressly provided in the Plan, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a Claim or Interest ~~and any affiliate of such holder~~ shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtors against the Debtors or the Reorganized Debtors or any of their assets or property, whether or not such holder has filed a proof of claim and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date.

32. ~~30.~~ **Release, Injunction and Exculpation Provisions.** As of the Effective Date, pursuant to Bankruptcy Rule 3020(c)(1), all release, injunction, and exculpation provisions

embodied in the Plan, including those contained in Sections 10.4 (Term of Injunctions or Stays), 10.5 (Injunction), 10.6(a) (Releases by Debtors), 10.6(b) (Releases by Holders of Claims and Interests), and 10.7 (Exculpation) are hereby approved and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by the Court.

33. ~~31.~~ **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101(2) and 1127(b) of the Bankruptcy Code.

34. ~~32.~~ **Retention of Jurisdiction.** Notwithstanding entry of this Confirmation Order and the occurrence of the Effective Date, except as set forth in this Confirmation Order, the Court shall retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including, among other things, jurisdiction over the matters set forth in Section 11 of the Plan. The Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Confirmation Order, all amendments thereto, and any waivers and consents thereunder.

35. ~~33.~~ **Reversal/Stay/Modification/Vacatur of Order.** Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of the Court, or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, assignment, transfer, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors, the Reorganized Debtors, the Litigation Trust, the Litigation Trustee, or any other party authorized or required to take action to implement the Plan,

as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act, transfer, or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, the Definitive Documents, or any amendments or modifications to the foregoing.

36. ~~34.~~ **Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent.** The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

37. ~~35.~~ **Binding Effect.** Subject to the occurrence of the Effective Date, on and after the entry of this Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holders' respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under the Plan and whether such holder has accepted the Plan.

38. ~~36.~~ **Applicable Non-Bankruptcy Law.** Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Definitive Documents, and any other related documents or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

39. ~~37.~~ **Notice of Entry of Confirmation Order and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtors shall serve a notice of the entry of this Confirmation Order and occurrence of the Effective Date, substantially in the form annexed hereto as **Exhibit B**, on all parties who hold a Claim or Interest in these Chapter 11 Cases, the U.S. Trustee, and any other parties listed in the

creditor matrix maintained by Verita (the "**Notice of Effective Date**"). The Reorganized Debtors may cause a summary version of the Notice of Effective Date to be published in the national edition of the *Wall Street Journal*, or a similar national newspaper, and the local editions of the *Miami Herald* and *Sun Sentinel* within ten (10) Business Days after the Effective Date (or as soon as reasonably practicable thereafter). Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of the contents thereof, entry of this Confirmation Order, the occurrence of the Effective Date and the Rejection Damages Bar Date.

40. ~~38.~~ **No Waiver.** Any failure of this Confirmation Order to specifically include or refer to any particular article, section, or provision of the Plan, the documents contained in the Plan Supplement, or any exhibit or document related thereto, or contemplated thereby, does not, and shall not be, deemed to diminish or impair the effectiveness or enforceability of such article, section, or provision nor constitute a waiver thereof; it being the intention of the Court that all such documents are approved in their entirety. Nothing in this Confirmation Order shall constitute or be deemed to be a waiver, modification, or suspension of section 525 of the Bankruptcy Code or any party's rights thereunder.

41. ~~39.~~ **No Stay of Confirmation Order.** Notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062 and any other Bankruptcy Rule to the contrary, to the extent applicable, there is no reason for delay in the implementation of this Confirmation Order and, thus, this Confirmation Order shall be effective and enforceable immediately upon entry.

42. ~~40.~~ **Miscellaneous.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept for filing and/or recording any and all documents and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

43. ~~41.~~ **United States of America.** As to the United States, nothing in the Plan, the Confirmation Order, or related Plan documents (collectively, "**Plan Documents**") shall:

(i) limit or expand the scope of discharge, release or injunction permitted to the Debtors under the Bankruptcy Code. For the avoidance of doubt, the discharge, release, and injunction provisions contained in the Plan Documents are not intended, and shall not be construed, to bar the United States from, pursuing any police or regulatory action, or any criminal action;

(ii) discharge, release, preclude, or enjoin (a) any liability to the United States that is not a Claim; (b) any Claim of the United States arising after the Effective Date; (c) any liability of any entity or person under police or regulatory statutes or regulations to a Governmental Unit as the owner, lessor, lessee, or operator of property or rights to property that such Entity owns, operates, or leases after the Effective Date or (d) any liability owed to the United States by any Entity other than the Debtors or the Reorganized Debtors; *provided*, *however*, that the foregoing shall not (x) limit the scope of discharge granted to the Debtors or Reorganized Debtors under sections 524 and 1141 of the Bankruptcy Code, or (y) diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code;

(iii) enjoin or affect any valid setoff rights under federal law as recognized in section 553 of the Bankruptcy Code and applicable law, or recoupment rights, *provided, however,* that the rights and defenses of the Debtors with respect thereto are fully preserved;

(iv) authorize the transfer or assignment of any federal (A) grants, (B) grant funds, (C) contracts, (D) property, including intellectual property and patents, (E) leases, (F) agreements, (G) certifications, (H) applications,

(I) registrations, (J) billing numbers and other identifiers, (K) licenses, (L) permits, (M) covenants, (N) guarantees, (O) indemnifications, (P) data, (Q) records, (R) inventory, (S) payment obligations, (T) Medicare agreements, or (U) other interests of the United States (collectively, "**Federal Interests**"), without compliance with all applicable non-bankruptcy law;

(v) be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the assumption, sale, assignment or transfer of any Federal Interests;

(vi) confer exclusive jurisdiction to the Bankruptcy Court with respect to the Federal Interests, claims, rights, defenses, suits, causes of action, obligations or liabilities, except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code).

44. ~~42.~~ For the avoidance of doubt, the United States is not a Releasing Party and nothing in the Plan Documents shall release claims held by the United States against any non-Debtor Person or Entity. All rights and defenses of the Debtors and the Reorganized Debtors under applicable non-bankruptcy law are expressly reserved.

45. ~~43.~~ **CMS Matters**. The Debtors participate in the ACO Reach model pursuant to an ACO Reach Model Participation Agreement (the "**Participation Agreement**") between Debtor American Choice Healthcare LLC ("**American Choice**") and the Centers for Medicare & Medicaid Services ("**CMS**"). To the extent that the Debtors or the Reorganized Debtors seek to assume and assign, effect a change in control, or otherwise transfer the Participation Agreement, such assumption and assignment will be accomplished in a manner that is consistent with the relevant provisions of the Bankruptcy Code, applicable non-bankruptcy law and as described further below.

46. ~~44.~~ On or about April 11, 2024, CMS froze $50,009,549.08 (the "**Setoff Amount**") from the provisional financial settlement for the performance year beginning on January 1, 2023 and ending on December 31, 2023 ("**PY 2023**") due American Choice on account of the $50,009,549.08 ("**PY 2023 Enhanced PCC Amount**") that American Choice

received from CMS during PY 2023 to invest in and expand its primary care capabilities. CMS asserts that the entire PY 2023 Enhanced PCC Amount and any additional prepetition obligations owed by American Choice constitute prepetition claims (the "**CMS Prepetition ACO Reach Claim**") secured by the Setoff Amount. To the extent the Debtors or the Reorganized Debtors seek to assume the Participation Agreement while the CMS Prepetition ACO Reach Claim remains outstanding, the Debtors or the Reorganized Debtors, as applicable, agree that they will cure the CMS Prepetition ACO Reach Claim and any other outstanding amounts due and owing in accordance with, and as required under, the Bankruptcy Code and applicable non-bankruptcy law upon assumption of the Participation Agreement. Specifically, upon the effective date of any such assumption, to the extent permitted under applicable non-bankruptcy law, the automatic stay shall be deemed lifted and CMS shall be permitted to apply the Setoff Amount against the CMS Prepetition ACO Reach Claim as a cure payment for amounts due under the Participation Agreement and otherwise applicable law. If the Setoff Amount is less than the CMS Prepetition ACO Reach Claim or any other amounts due as determined by CMS at the Final Settlement for PY 2023, American Choice (or the applicable Reorganized Debtor) shall pay the difference at the Final Settlement in accordance with the Participation Agreement. If the Setoff Amount exceeds the CMS Prepetition ACO Reach Claim as determined by CMS at the Final Settlement, CMS shall pay the difference to the Debtors or the Reorganized Debtors, as applicable, on the next payment cycle. For the avoidance of doubt, nothing in the Plan Documents shall authorize the assumption or assignment of the Participation Agreement without any required consent of CMS in accordance with the Participation Agreement and applicable non-bankruptcy law.

47. ~~45.~~ Further, approximately eleven (11) Debtor entities are, or at one time were, enrolled as suppliers in Part B of the Medicare Program (collectively, the "**Debtor Part B Suppliers**") pursuant to separate Part B supplier enrollment agreements (collectively, the "**Supplier Agreements**" and each, a "**Supplier Agreement**"). To the extent there are any Part B overpayments from CMS to any of the Debtor Part B Suppliers under the Supplier Agreements, CMS may recoup such overpayments in accordance with the Medicare Act, the terms of the Supplier Agreements and the Parties' prior ordinary course business practices. Nothing in the Plan Documents shall affect (a) the Secretary of the Department of Human and Health Services' ("**HHS**") and CMS's authority and exclusive jurisdiction to determine the amounts due to or owed by the Debtors under the Participation Agreement, the ACO REACH model, and the Supplier Agreements or (b) any rights, claims or defenses of any other federal entity other than CMS, including other components of HHS and the Department of Justice.

48. ~~46.~~ **Palm Beach County Tax Collectors.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, in the event of Debtors' or Reorganized Debtors' default in making the required payments due under this Confirmation Order, the Palm Beach County Tax Collector (the "**PB Tax Collector**") shall provide notice to counsel for the Reorganized Debtors, and the Reorganized Debtors shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the PB Tax Collector shall be entitled to (i) on the later of (a) the date such claims become due pursuant to the Florida Tax Code (subject to any applicable extensions, grace periods, or similar rights under the Florida Tax Code) and (b) the Effective Date, pursue collection of all amounts owed pursuant to applicable non-bankruptcy law outside the Bankruptcy Court and (ii) enforce any valid, perfected, and unavoidable statutory Liens, if any (the "**PB Tax Liens**"), held for tangible personal property

taxes, to collect any unpaid taxes in accordance with applicable state law, subject to the applicable provisions of the Bankruptcy Code. The PB Tax Collector will retain any PB Tax Liens and all rights attendant hereto until such time as the PB Tax Lien has been satisfied in full. In connection with the foregoing, any defenses, claims, counterclaims, affirmative defenses, and other rights that exist under applicable law in favor of the Debtors or Reorganized Debtors, as applicable, are preserved.

49. ~~47.~~ **Texas Comptroller.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, as to the Texas Comptroller of Public Accounts (the "**Texas Comptroller**"), nothing in the Plan or this Confirmation Order shall: (1) affect or impair any valid statutory or common law setoff rights under section 553 of the Bankruptcy Code or recoupment rights of the Texas Comptroller under applicable bankruptcy and nonbankruptcy law and all such rights of the Texas Comptroller are preserved; (2) affect or impair any rights of the Texas Comptroller to pursue any non-Debtor third parties for tax debts or claims; (3) be construed to preclude the payment of interest at the statutory rate on any allowed Priority Tax Claim(s) or Administrative Expense Claim(s) asserted by the Texas Comptroller in accordance with the Bankruptcy Code; ~~or~~ (4) modify the statutory interest rate under applicable nonbankruptcy law; (5) impose, in relation to Administrative Claim(s) of the Texas Comptroller, a requirement to file a request for payment as a condition of its allowance or to receive payment for such claim(s); or (6) be deemed a waiver or relinquishment of any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that the Debtors and/or the Reorganized Debtors may have under bankruptcy or non-bankruptcy law in connection with any claim, liability, or cause of action of the Texas Comptroller. For the avoidance of doubt, the Texas Comptroller shall not be considered either a

Releasing Party or a Released Party. Texas Comptroller preserves all available bankruptcy and state law remedies, if any, in the event of default of payment on claims owed to the Texas Comptroller. In connection with the foregoing, any defenses, claims, counterclaims, affirmative defenses, and other rights that exist under applicable law in favor of the Debtors or Reorganized Debtors, as applicable, as preserved.

50. ~~48.~~ **Texas Tax Authorities.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Allowed Claims of the Texas Tax Authorities[~~36~~] with respect to ad valorem taxes (the "**Texas Tax Authority Claims**") shall be classified as "Other Secured Claims." The Texas Tax Authorities' 2024 ad valorem taxes will be paid the later of (a) the Effective Date (or as soon thereafter as is reasonably practical) or (b) when due pursuant to applicable non-bankruptcy law (subject to any applicable extensions, grace periods, or similar rights under applicable law). The Texas Tax Authority Claims shall include all accrued interest properly charged under applicable non-bankruptcy law and the Bankruptcy Code through the date of payment, to the extent the Texas Tax Code provides for interest with respect to any portion of the Texas Tax Authority Claims; *provided* that, the Debtors' defenses and rights to object to such Claims or to the inclusion of such interest in such Claims are fully preserved. With respect to the Texas Tax Authority Claims, the prepetition tax liens of the Texas Tax Authorities, to the extent they are entitled to such liens, shall be expressly retained in accordance with applicable non-bankruptcy law until the applicable Texas Tax Authority Claim is paid in full. The Texas Tax Authorities' lien priority shall not be primed or subordinated by any exit financing approved by the Court in conjunction with the confirmation of the Plan or otherwise

[~~36~~] Bexar County, Cameron County, Hidalgo County, Nueces County, City of Houston, Houston Community College System, Houston ISD (collectively, the "**Texas Tax Authorities**")

solely to the extent the Texas Tax Authorities' liens (i) arose in the ordinary course of business pursuant to applicable non-bankruptcy law, and (ii) are valid, senior, properly perfected, binding, enforceable, and non-avoidable pursuant to applicable non-bankruptcy law. In the event that collateral that secures the Texas Tax Authority Claim of one or more of the Texas Tax Authorities is returned to a creditor holding a Lien that is junior to that of the Texas Tax Authorities, the Debtors shall first pay all ad valorem property taxes that are secured by such collateral, solely to the extent that the Debtors are liable for such ad valorem property taxes under applicable non-bankruptcy law. Each Texas Tax Authority may amend any timely filed Proof of Claim to liquidate an unliquidated claim; *provided* that the foregoing does not prejudice the Debtors' or Reorganized Debtors' rights to object to such Proofs of Claim in accordance with the Bankruptcy Code.

51. ~~49.~~ In the event of a default in the payment of the Texas Tax Authority Claims as provided herein, the applicable Texas Tax Authority shall provide notice to counsel for the Reorganized Debtors, and the Reorganized Debtors shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the applicable Texas Tax Authority shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law outside the Bankruptcy Court. Failure to pay the 2024 ad valorem taxes prior to the applicable non-bankruptcy law delinquency date shall constitute an event of default only as to the relevant Texas Tax Authority.

52. ~~50.~~ All rights and defenses of the Debtors and the Reorganized Debtors, as applicable, under applicable law are reserved and preserved with respect to such Texas Tax Authority Claims. The Debtors and Reorganized Debtors, as applicable, reserve all their

defenses and rights to dispute or object to any proofs of claim filed by the Texas Tax Authority Claims.

53. ~~51.~~ **SIR Policy Claims.** For the avoidance of doubt, nothing in the Plan or this Confirmation Order, including Section 8.5 of the Plan, shall (i) require any payment on account of an SIR for an Insured Claim before such holder of an Insured Claim can pursue recovery in excess of an applicable SIR from any applicable insurance policy; and (ii) limit the amount a holder of an Insured Claim can pursue against any applicable insurance policy above any applicable SIR; *provided* that any recovery on account of the Insured Claim in excess of an applicable SIR shall be recoverable solely from the Debtors' or Reorganized Debtors' (as applicable) insurance coverage, if any, and only to the extent of available insurance coverage and any proceeds thereof.

54. **Elevance**. To the extent that a provider agreement (each such agreement, an "**Elevance Agreement**") between any Debtor and Elevance Health, Inc. or one of its subsidiaries or affiliates ("Elevance") is assumed, then, notwithstanding any other provision of the Plan, the Plan Supplement, this Confirmation Order or any other order entered in these Chapter 11 Cases, or section 365 of the Bankruptcy Code, after the Effective Date, pursuant to, and solely to the extent permitted by, and arising under, the terms the applicable Elevance Agreement, Elevance shall be authorized, in the ordinary course of business, to offset, recover or recoup any amounts due by Elevance to the applicable Debtor or Reorganized Debtor that is party to such Elevance Agreement against any amounts due by the applicable Debtor or Reorganized Debtor to Elevance under such Elevance Agreement, including any overpayments due to Elevance arising or relating to any period prior to the Effective Date. The rights, claims, and defenses of Elevance, the

Debtors, the Debtors' Estates and the Reorganized Debtors under each such Elevance Agreement, to the extent that they exist, are hereby reserved.

55. **Expositos' Adjournment.** The Debtors and Frank and Lissette Exposito (the "**Expositos**") agree to adjourn to a mutually agreeable date after the Effective Date, the hearing and reply deadline with respect to the *Objection of Frank and Lissette Exposito to Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1072] (the "**Expositos' Objection**"); provided that with respect to the Exposito Claims (as defined in the Plan), such rescheduled date shall be subject to the reasonable consent of the Litigation Trustee. Each party reserves all rights with respect to the matters asserted in the Expositos' Objection.

56. **UnitedHealthcare/Change Healthcare.** Notwithstanding anything in this Order to the contrary, the objections asserted by UnitedHealthcare Insurance Company ("**UHC**"), UnitedHealthcare of Florida, Inc. ("**UHCFL**"), Preferred Care Partners, Inc. ("**PCP**"), Preferred Care Network, Inc. ("**PCN**" and together with UHC, UHCFL, PCP, "**UnitedHealthcare**"), and Change Healthcare Solutions, LLC ("**Change Healthcare**") in their *Limited Objection to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* (Docket No. 1049) (the "**Cure Objection**") and UnitedHealthcare's *Limited Objection to Confirmation of the Fourth Amended Joint Chapter 11 Plan of Cano Health, Inc. and Its Affiliated Debtors* (Docket No. 1061) (the "**UnitedHealthcare Confirmation Objection**") shall be resolved in accordance with the terms of that certain Memorandum of Understanding dated June 27, 2024, by and between UnitedHealthcare, CH LLC, and DGM MSO and the cure amount due under the Change Healthcare Contract (as defined in the Cure Objection) shall be $5,223.47. The Parties will work in good faith to identify

and resolve any cure amounts due and owing as of the Plan Effective Date. UnitedHealthcare's rights of setoff are preserved under the Plan.

57. **Humana.** In consideration of the resolution of all disputed issues between Humana, Inc. and its affiliates ("**Humana**") and the Debtors relating to (i) the assumption and assignment and cure of the executory contracts and/or unexpired leases between Humana and the Debtors, as listed in the Debtors' *Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* Supplement to Notice filed on June 14, 2024 [Docket No. 1024] (the "**Humana Agreements**"), as such agreements shall be amended pursuant to the terms of the letter agreement executed by the same effective June 27, 2024 (the "**Memorandum of Understanding**"), Humana's *Limited Objection to Notice and Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* filed June 24, 2024 [Docket No. 1091] (the "**Humana Cure Objection**"), and Humana's *Objection to Notice of Proposed Rejection of Executory Contracts and Unexpired Leases Pursuant to Debtors' Proposed Chapter 11 Plan of Reorganization* filed June 24, 2024 [Docket No. 1093] (the "**Humana Assumption Objection**"); (ii) Humana's *Objection to the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* filed June 24, 2024 [Docket No. 1094] (the "**Humana Plan Objection**"); (iii) Humana's *Motion for Entry of an Order Pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure Authorizing the Debtors to Temporarily Allow Claims for Purposes of Voting to Accept or Reject the Debtors' Reorganization Plan* filed on June 17, 2024 [Docket No. 1048] (the "**3018 Motion**"); and (iv) *Primary Care Holdings II, LLC's Motion for Relief from Stay to Effectuate a Setoff* filed on

March 25, 2024 [Docket 511] (the "**Humana Lift Stay Motion**"), the Debtors agree to, on the Effective Date, release Humana from any chapter 5 causes of action the Debtors or their estates may have against Humana, and agree not to pursue any claims Debtors or their estates may have against Humana relating to or arising from any potential violations of the automatic stay that may have occurred through the date hereof, and Humana agrees (x) to the assumption and assignment of the Humana Agreements, as amended by the terms of the Memorandum of Understanding, (y) the Humana Plan Objection, 3018 Motion, Humana Lift Stay Motion, Humana Cure Objection and Humana Assumption Objection are each deemed withdrawn, with prejudice, and (z) upon the Effective Date, all filed and scheduled claims Humana asserted against the Debtors, including Humana's Proofs of Claim Numbered 553, 556, 564, 566, 568, 569, 570, 573, 574, 576, 578, 579, 580, 581, 582, 583, 584, 586, 616, 624, 625, 627, 628, 632, 633, 638, 642, 647, and 649 and Scheduled Claims Numbered CUD SOAL F/ 3296227, CUD SOAL F/3296228, CUD SOAL F/3296229, and CUD SOAL F/ 3296231 shall be deemed automatically disallowed and expunged in their entirety from the claims register, and will otherwise be handled pursuant to the terms of the Memorandum of Understanding; *provided*, that Proof of Claim 572 asserted by TrueShore BPO, LLC shall be allowed as a single Non-RSA GUC Claim against Cano Health, LLC in the amount of $373,517.45; *provided, further*, that for the avoidance of doubt, Humana agrees to waive any and all claims arising from or relating to the Amended and Restated Right of First Refusal Agreement, effective June 3, 2021, and the Debtors' rejection thereof.

58. **Amerisource Bergen Drug Corporation**. The Debtors will assume the AmerisourceBergen Drug Corporation ("**ABDC**") executory contracts, including supporting documents, supplements, amendments and/or modifications thereto, as set forth on the 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 "**ABDC Agreements**"), subject to the agreement by ABDC to amend the ABDC Agreements to reflect agreed revised trade terms within twenty-one (21) days of the Effective Date.

59. Nothing in the Confirmation Order or Plan bars any party from defending itself, including by way of any defense, counterclaim, setoff, or right of recoupment, or by asserting an administrative claim, including by litigating any direct and/or affirmative claims required to establish such rights, each to the extent preserved in a timely filed proof of claim or as otherwise preserved under the Plan, Bankruptcy Code, Court Order, or applicable law, in any litigation against the Debtors or the Reorganized Debtors. For the avoidance of doubt, any settlement, judgment, award, or other resolution on account of such claims against the Debtors shall be treated in accordance with the Plan. Further, nothing in the Confirmation Order or Plan shall be deemed to release or impact claims against any non-debtors for those parties that have (i) not voted to accept the Plan or (ii) opted out of granting the third-party releases set forth therein.

60. **Cigna**. Notwithstanding anything to the contrary in this Order, the Plan, or any notice related thereto, the following Pharmacy Provider Agreements between Express Scripts, Inc., Medco Health Solutions, Inc., and the Debtors: Pharmacy Provider Agreement (NCM502179); Pharmacy Provider Agreement (NCM551359); Pharmacy Provider Agreement (NCM551371); Pharmacy Provider Agreement (NCM213271); Pharmacy Provider Agreement (NCM368523); and Pharmacy Provider Agreement (NCM502340), (collectively, the "**Assumed Cigna Contracts**") shall be assumed under the Plan, and in lieu of cure, all obligations due and unpaid under the Assumed Cigna Contracts accruing prior to the Effective Date shall be unimpaired and reinstated, and nothing in this Order or section 365 of the Bankruptcy Code shall affect such obligations.

61. **GRI-EQY (Concord) LLC Lease.** Notwithstanding anything to the contrary herein, for the GRI-EQY (Concord) LLC lease (the "**Concord Lease**"), and the amendment thereto, assumed pursuant to this order, the Debtors shall (i) pay all reasonable and documented amounts, excluding the amounts included in the Cure Amount, that come due pursuant to the terms of the applicable lease as year-end adjustment or reconciliation charges for 2024, regardless of when they accrued; and (ii) satisfy the obligation, if any, and solely to the extent provided in the applicable assumed Concord Lease, to indemnify the landlord for pre-effective date claims of third parties pursuant to the terms of the applicable assumed Concord Lease, and the debtors' right to contest such amounts or obligations under the terms of the assumed Concord Lease are fully reserved.

62. ~~52.~~ To the extent of any inconsistency between this Confirmation Order and the Plan, this Confirmation Order shall govern. In the event of any inconsistency between the Plan and the Litigation Trust Agreement, the Plan shall govern, *provided*, that in the event of any conflict between the Litigation Trust Agreement and Section 5.8 of the Plan, the Litigation Trust Agreement shall control.

63. ~~53.~~ Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in these cases after the Effective Date shall be limited to the following parties: (i) the Reorganized Debtors and their counsel, (ii) the U.S. Trustee, (iii) counsel to the Ad Hoc First Lien Group and the DIP Lenders, ~~and~~ (iv) the Litigation Trustee, and (v) any party known to be directly affected by the relief sought.

Exhibit A

Plan

Exhibit B

Notice of Effective Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
CANO HEALTH, INC., et al.,	:	**Case No. 24-10164 (KBO)**
Debtors. [1]	:	**(Jointly Administered)**
	:	**Re: Docket Nos. [●] __**

NOTICE OF EFFECTIVE DATE AND ENTRY OF ORDER CONFIRMING FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS

PLEASE TAKE NOTICE that on May 21, 2024, Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the "**Debtors**"), filed the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 864] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented from time to time, the "**Plan**")[2] with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Plan was held on June 28, 2024.

PLEASE TAKE FURTHER NOTICE that on [●], 2024, the Bankruptcy Court entered the *Order (I) Confirming Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. [●]] (the "**Confirmation Order**").

PLEASE TAKE FURTHER NOTICE that on [●], 2024 all conditions precedent to consummation of the Plan were satisfied or waived in accordance with Article IX of the Plan. Further, no stay of the Confirmation Order is in effect. Accordingly, [●], 2024 is the Effective Date of the Plan. As of the Effective Date, the injunction set forth in Section 10.5 of the Plan is now in place.

[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://veritaglobal.net/CanoHealth. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

[2] Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the Plan, the Confirmation Order, or the Disclosure Statement Order, as applicable, unless the context otherwise requires.

PLEASE TAKE FURTHER NOTICE that, in accordance with Section 8.1 of the Plan, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed assumed, or assumed and assigned, as applicable, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or was terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume or reject filed by the Debtors on or before the Effective Date; (iv) is a Senior Executive Employment Agreement (which shall be treated as set forth in Section 5.12 of the Plan), (v) is specifically designated as a contract or lease to be included on the Rejection Schedule included in the Plan Supplement, or (vi) is the subject of a pending Cure Dispute. In accordance with Section 8.3 of the Plan, in the event the rejection of an executory contract or unexpired lease, solely pursuant to the Plan, results in damages to the other party or parties to such contract or lease, a Proof of Claim on account of such rejection damages Claim must be filed **no later than thirty (30) days following service of the notice of occurrence of the Effective Date (the "Rejection Damages Bar Date")**.

PLEASE TAKE FURTHER NOTICE that any such rejection damages Claim will be forever barred and will not be enforceable against the Debtors, the Reorganized Debtors, or their respective property or interests unless a Proof of Claim is timely filed by the Rejection Damages Bar Date, unless otherwise expressly allowed by the Court.

PLEASE TAKE FURTHER NOTICE that all documents filed with the Bankruptcy Court in connection with the above-captioned chapter 11 cases, including the Plan, the Plan Supplement, and the Confirmation Order, may be viewed free of charge by visiting the website maintained by Verita at https://veritaglobal.net/CanoHealth. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee by accessing the Bankruptcy Court's website at http://www.deb.uscourts.gov. Note that a PACER password and login are required to access documents on the Bankruptcy Court's website. A PACER password can be obtained by visiting http://www.pacer.psc.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith), the Plan Supplement, and the Confirmation Order are effective and enforceable and shall bind the Reorganized Debtors, the Released Parties, the Exculpated Parties, all holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other person giving, acquiring, or receiving property under the Plan, any and all non-Debtor Parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in these chapter 11 cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. All settlements, compromises, release (including the releases set forth in Article X of the Plan), waivers, discharges, exculpations, and injunctions set forth in the Plan are effective and binding on any Entity that may have had standing to assert any settled, compromised, released, waived, discharged, exculpated, or enjoined Causes of Action.

Date: [●], 2024
Wilmington, DE

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
E-mail: 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
E-mail: gary.holtzer@weil.com
jessica.liou@weil.com
matthew.goren@weil.com
kevin.bostel@weil.com
rachael.foust@weil.com

Attorneys for Debtors
and Debtors in Possession