IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
CANO HEALTH, INC.,	:	**Case No. 24–10164 (KBO)**
Reorganized Debtor.[1]	:	**Hearing Date: Nov. 10, 2026 at 10:00 a.m. (ET)** **Response Deadline: Oct. 22, 2026 at 4:00 p.m. (ET)**

REORGANIZED DEBTORS' SIXTH OMNIBUS (SUBSTANTIVE) OBJECTION TO CERTAIN OVERSTATED CLAIMS

THIS OBJECTION SEEKS TO REDUCE THE AMOUNT OF CERTAIN FILED PROOFS OF CLAIM. CLAIMANTS RECEIVING THIS OBJECTION SHOULD REVIEW THIS OBJECTION AND THE ATTACHMENTS HERETO TO DETERMINE WHETHER THIS OBJECTION AFFECTS THEIR CLAIMS, AND LOCATE THEIR NAMES AND CLAIMS ON THE SCHEDULES ATTACHED TO THE PROPOSED ORDER APPENDED TO THIS OBJECTION.

Cano Health, Inc. (together with the Closed Case Debtors, the "**Reorganized Debtors**," and prior to the Effective Date (as defined below), the "**Debtors**"), as the Reorganized Debtor in the above-captioned chapter 11 case, respectfully represents as follows:

Relief Requested

1. By this objection (this "**Objection**"), pursuant to section 502 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rule 3007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 3007-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Bankruptcy Rules**"), the Reorganized

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Cano Health, Inc. (4224) ("**CHI**"). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI's debtor affiliates, (collectively, the "**Closed Case Debtors**"). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor's claims and noticing agent at https://veritaglobal.net/canohealth. The Reorganized Debtor's mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

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Debtors request entry of an order reducing the amount of the overstated claims identified on **Schedule 1** attached to the Proposed Order (the "**Disputed Claims**").

2. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A**.

3. In support of this Objection, the Reorganized Debtors submit the *Declaration of John Lines in Support of Reorganized Debtors' Sixth Omnibus (Substantive) Objection to Overstated Claims* (the "**Lines Declaration**"), annexed hereto as **Exhibit B**.

Jurisdiction and Venue

4. The Court has jurisdiction to consider this matter 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 is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5. Pursuant to Local Bankruptcy Rule 9013-1(f), the Reorganized Debtors consent to entry of a final order by the Court in connection with this Objection to the extent 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.

Background

A. General Background

6. Beginning on February 4, 2024 (the "**Petition Date**"), the Debtors each commenced with the Court a voluntary case under chapter 11 of the Bankruptcy Code. No trustee or examiner was appointed in the Debtors' chapter 11 cases.

7. The Debtors' chapter 11 cases were jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Bankruptcy Rule 1015-1.

8. On February 21, 2024, the United States Trustee for Region 3 (the "**U.S. Trustee**") appointed the Official Committee of Unsecured Creditors (the "**Creditors' Committee**").[2]

9. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Mark Kent in Support of Debtors' Chapter 11 Petitions* [Docket No. 14] and the *Declaration of Clayton Gring in Support of the Debtors' First Day Relief* [Docket No. 15], each filed on February 5, 2024.

10. On June 28, 2024, the Court entered an order [Docket No. 1148] (the "**Confirmation Order**") confirming 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, the "**Plan**"). On the same day (the "**Effective Date**"), the Plan was substantially consummated and became effective. *See* Docket No. 1152. Pursuant to the Plan, the Reorganized Debtors are responsible for the Claims Reconciliation Process (as defined in the Plan).

B. Specific Background

11. On February 6, 2024, the Court entered an order authorizing the Debtors to retain Kurtzman Carson Consultants LLC ("**KCC**") as claims and noticing agent (the "**Claims Agent**") in their chapter 11 cases [Docket No. 79].[3] The Claims Agent is authorized and directed

[2] Pursuant to section 12.3 of the Plan (as defined herein), except for certain limited purposes including to prosecute fee applications, the Creditors' Committee dissolved on the Effective Date (as defined herein). *See* Plan § 12.3.

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

to, among other things, (i) perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim (each, a "**Proof of Claim**") filed in the Debtors' chapter 11 cases, (ii) serve as the custodian of court records, (iii) serve as the authorized repository for all Proofs of Claim, and (iv) maintain an official claims register for the Debtors (the "**Claims Register**").

12. On March 5, 2024, the Court entered the *Order (I) Establishing a General Bar Date to File Proofs of Claim, (II) Establishing a Bar Date to File Proofs of Claim by Governmental Units, (III) Establishing a Rejection Damages Bar Date, (IV) Establishing an Amended Schedules Bar Date, (V) Approving the Form and Manner for Filing Proofs of Claim, (VI) Approving the Proposed Notices of Bar Dates, (VII) Approving Procedures With Respect to Service of the Proposed Notice of Bar Dates, and (VIII) Granting Related Relief* [Docket No. 259] (the "**Original Bar Date Order**" and, as corrected by the order dated April 16, 2024 [Docket No. 555] (the "**Corrected Bar Date Order**"), the "**Bar Date Order**").[4] The Bar Date Order, among other things, established (i) April 22, 2024 at 5:00 p.m. (Prevailing Eastern Time) as the bar date by which all creditors, except for certain creditors falling within one of the exceptions set forth therein, were required to file Proofs of Claim, including for claims under section 503(b)(9) of the Bankruptcy Code, in the chapter 11 cases of each of the Debtors (the "**General Bar Date**"), and (ii) August 2, 2024 at 5:00 p.m. (Prevailing Eastern Time) as the deadline for all governmental units to file Proofs of Claim in the chapter 11 cases of each of the Debtors (the "**Governmental**

[4] As set forth in the Certification of Counsel filed on April 3, 2024 [Docket No. 555], following entry of the Original Bar Date Order and service and publication of the Bar Date Notice (as defined below), the Debtors identified a ministerial error in the Original Bar Date Order. Specifically, the Original Bar Date Order inadvertently excused any former officer, director, or employee of any of the Debtors from having to file a proof of claim for any claim based on indemnification, contribution, or reimbursement. To address any potential confusion caused by the discrepancy in the Original Bar Date Order, the Corrected Bar Date Order (i) required the Debtors to serve the Corrected Bar Date Order on all former officers, directors or employees of the Debtors within three (3) business days of entry of the Corrected Bar Date Order and (ii) extended the applicable Bar Date (as defined in the Corrected Bar Date Order) solely for such parties from April 22, 2024 to 5:00 p.m., prevailing Eastern Time on May 9, 2024 (the "**Extended Bar Date**"). Thereafter the Claims Agent served the Corrected Bar Date Order consistent with these requirements. *See* Cert. of Service, dated April 10, 2024 [Docket No. 624].

Bar Date" and, together with the Extended Bar Date, the General Bar Date, and the other deadlines for filing Proofs of Claim established by the Bar Date Order, the "**Bar Dates**").

13. On March 8, 2024, the Debtors filed the *Notice of Deadlines to File Proofs of Claim* [Docket No. 446] (the "**Bar Date Notice**"). Thereafter, the Claims Agent served the Bar Date Notice consistent with the requirements of the Original Bar Date Order. *See* Docket Nos. 475, 523, 623, 656, 674, 687, 767, 799, 800, 855, and 896. In addition, the Claims Agent published the Bar Date Notice in *The Wall Street Journal,* the *Miami Herald*, and the *Sun Sentinel*. *See* Docket No. 469.

14. The Debtors filed their schedules of assets and liabilities and statements of financial affairs by March 8, 2024 (collectively and as may be modified, amended, or supplemented from time to time, the "**Schedules**"). *See* Docket Nos. 275-280, 282-289, 292-294, 296, 298-300, 302-304, 307-322, 324-327, 329-353, 355-389, 391-440, 450.

15. In the ordinary course, the Debtors and Reorganized Debtors maintain books and records (the "**Books and Records**") that reflect, among other things, the Debtors' aggregate liabilities and the specific amounts owed to each of their creditors. The Reorganized Debtors and their advisors are reviewing and continuing to reconcile all claims, including both claims identified on the Schedules (the "**Scheduled Claims**") and the Proofs of Claim. While this analysis and reconciliation is ongoing, the Reorganized Debtors have determined the Disputed Claims should be disallowed for one or more reasons. Accordingly, the Reorganized Debtors file this Objection seeking the relief requested above.

C. The Disputed Claims

16. Each of the Disputed Claims was filed by one of the Debtors' landlords. As set forth in greater detail below, the Reorganized Debtors object to the Disputed Claims because,

among other reasons, the landlords that assert such claims did not correctly apply the limit on lease rejection damages set forth in section 502(b)(6) of the Bankruptcy Code.

Basis for Relief Requested

A. Section 502(a) Standard

17. Section 502(a) of the Bankruptcy Code provides that a filed proof of claim is "deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). When asserting a proof of claim against a bankruptcy estate, a claimant must allege facts that, if true, would support a finding that the debtor is legally liable to the claimant. *See In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173 (3d Cir. 1992). Where the claimant alleges sufficient facts to support its claim, its claim is afforded *prima facie* validity. *See Id. at* 173–74. A party wishing to dispute a claim's validity must produce evidence sufficient to negate the claim's *prima facie* validity. *Id.* at 173–74. In practice, the objecting party must produce evidence that would refute at least one of the allegations essential to the claim's legal sufficiency. *Id*. Once an objecting party produces such evidence, the burden shifts back to the claimant to prove the validity of his or her claim by a preponderance of the evidence. *Id.* at 174. Ultimately, the burden of persuasion is on the claimant. *Id.* Section 502(b)(1) of the Bankruptcy Code further provides, in relevant part, that a claim may not be allowed if "such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured[.]" 11 U.S.C. § 502(b)(1).

B. The Section 502(b)(6) Cap on Lease Rejection Damages

18. Section 502(b)(6) limits the claim of a lessor for damages resulting from the termination of a lease of real property to:

> (A) the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of:

> (i) the date of filing of the petition; and
>
> (ii) the date on which such lessor repossessed, or the lessee surrendered, the leased property; plus
>
> (B) any unpaid rent due under such lease, without acceleration, on the earlier of such dates.

11 U.S.C. § 502(b)(6).

19. For purposes of calculating the 502(b)(6) cap, "reference to '15 percent' in section 502(b)(6)(A) is a measure of the remaining term of the lease." *In re Filene's Basement, LLC*, No. 11-13511, 2015 WL 1806347, at *1 (Bankr. D. Del. Apr. 16, 2015).

C. Treatment of Abandonment and Other Claims

20. Courts in this District have held that various charges not traditionally considered rent may be subject to the cap provided by section 502(b)(6) if such charges arise from the termination of a lease. *See, e.g.*, *Filene's Basement,* 2015 WL 1806347, at *11 (finding an abandonment claim fell within the scope of section 502(b)(6) because a landlord would only remove the debtor's furniture upon termination); *In re PPI Enters.*, *Inc.*, 228 B.R. 339, 349 (Bankr. D. Del. 1988) (finding attorneys' fees fell within the scope of 502(b)(6)); *In re Foamex Int'l., Inc.*, 368 B.R. 383, 394 (Bankr. D. Del. 2007) (finding claims for damages based on a tenant's failure to perform maintenance and repair obligations under the lease were limited by the cap). Indeed, the court noted in *Foamex*, "[section] 502(b)(6) was enacted to curtail exorbitant future damage claims by landlords on long-term leases that threaten to consume a debtor's bankruptcy estate to the detriment of other creditors." 368 B.R. at 394.

21. While claims for abandonment costs, attorney's fees, and repair costs that arise from termination are subject to the section 502(b)(6) cap, they are not included in the calculation of the cap itself because they are not "rent reserved." *See In re PPI Enters.*, *Inc.* 228 B.R. at 349 (Finding a claim to recover attorney's fees "not properly allowable as 'rent reserved'

under § 502(b)(6)."); *In re Foamex Int'l., Inc.*, 368 B.R. at 394 (finding repair and maintenance charges were not "rent reserved" as that term is used in § 502(b)(6)(A)); *See also In re Filene's Basement*, *LLC*, 2015 WL 1806347, at *12 (finding claim was not "rent reserved" because it was not "fixed, regular, or periodic"). Courts in this district have applied a three-part test that must be met for a lease charge to constitute "rent reserved" under § 502(b)(6)(A). The charge must be: (1) (a) designated as "rent" or "additional rent" under the lease; or (b) provided as the tenant's/lessee's obligation in the lease; (2) related to the value of the property or the lease thereon; and (3) properly classifiable as rent because it is a fixed, regular, or periodic charge. *In re Foamex Int'l., Inc.*, 368 B.R. at 391-98 (citing *Kuske v. McSheridan (In re McSheridan)*, 184 B.R. 91, 100 (9th Cir. B.A.P. 2007)); *see also In re Filene's Basement*, *LLC*, 2015 WL 1806347, at *12 (finding the application of the third element alone was sufficient to determine a claim for abandonment was not "rent reserved").

22. Thus, charges such as abandonment costs, late fees, attorney's fees, and repair costs that arise from the termination of a lease do not affect the calculation of the cap because they are not "fixed, regular, or periodic." *See In re PPI Enters., Inc.*, 228 B.R. at 355 (Finding landlord's rent claim, as limited by section 502(b)(6), did not include late fees or attorney's fees); *In re Foamex*, *Inc.*, 368 B.R. at 394 (finding allowed 502(b)(6) claim included amounts for rent and taxes, but not amounts for maintenance and repair costs); *see also In re Filene's Basement*, *LLC*, 2015 WL 1806347, at *12 (finding abandonment claim fell within the scope of § 502(b)(6) but was not part of "rent reserved" and, therefore, could not be included in the calculation of the 502(b)(6) claim). As a practical matter, this means that landlords that have asserted a rejection damages claim up to the full amount of the 502(b)(6) cap cannot recover claims for abandonment and similar charges.

D. Uncapped 502(b)(6) Claims

i. Comprehensive Health Initiative, LLC (Claim No. 341)

23. Comprehensive Health Initiative, LLC ("**Comprehensive Health**") asserts a general unsecured claim in the amount of $853,666.09 for damages allegedly arising out of that certain *Lease*, dated as of July 1, 2017, entered into between Comprehensive Health and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**Comprehensive Health Lease**").

24. The proof of claim does not set forth how it was calculated, nor does it distinguish between prepetition rent and rejection damages. However, based on the documentation attached to the proof of claim, the claim appears to be including rent through 2027 (the "**Comprehensive Health Accelerated Rent**"). As set forth above, section 502(b)(6) limits rejection damages claims for postpetition rent to the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of the date of filing of the petition; and the date on which such lessor repossessed, or the lessee surrendered, the leased premises. Here, according to the proof of claim, there were approximately 1,244 days (approximately 3.4 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (June 30, 2027). Fifteen percent of the remaining term is 186.6 days (or approximately .51 years). Because 15% of the remaining term is less than one year, section 502(b)(6) provides that the claimant may include up to one year of rent reserved as rejection damages. Accordingly, the claim is overstated by its inclusion of 879 days (approximately 2.4 years) worth of rent because the claim asserts 1,244 days (approximately 3.4 years) of rent reserved when it should only include 365 days (one year) of rent.

25. According to the proof of claim, (i) rent for the final year of the lease term (i.e. 2027) was $244,515.96, (ii) rent for the second to last year (i.e. 2026) was $239,721.53, and

(iii) rent for 4/10 of the third to last year (i.e. 2025) was $94,008.44 ($235,021.11 X .4). Thus, the claim is overstated by $578,245.93 ($244,515.96 + $239,721.53 + $94,008.44) and should be reduced by such amount. Accordingly, assuming, without admitting, that prepetition rent and any other amounts asserted in the claim are accurate and that the information in the proof of claim is correct, the claim should be reduced to $275,420.16 ($853,666.09 - $578,245.93).

ii. **First Priority Funding, LLC (Claim No. 72)**

26. First Priority Funding, LLC ("**First Priority**") asserts a general unsecured claim in the amount of $3,035,489.29 for damages allegedly arising out of that certain *Lease*, dated as of February 3, 2022, entered into between First Priority and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**First Priority Lease**"). The Claim asserts: (i) $107,054.43 for unpaid prepetition rent (the "**First Priority Prepetition Rent**"), and (ii) $2,928,434.86 for rent that would have come due under the lease between the Petition Date and the end of the lease term (the "**First Priority Accelerated Rent**").

27. The First Priority Accelerated Rent is overstated. As set forth above, section 502(b)(6) limits rejection damages claims for postpetition rent to the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of the date of filing of the petition; and the date on which such lessor repossessed, or the lessee surrendered, the leased premises. Here, according to the proof of claim, there were 2,952 days (approximately 8 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (on or around February 3, 2032). Fifteen percent of the remaining term is 443 days (approximately 1.21 years). Accordingly, the rejection damages claim should only include amounts arising under the lease through April 19, 2025 (443 days after the Petition Date). Based on the documentation attached to the proof of claim, the

approximate base rent accruing through such date was $234,570.00.[5] Accordingly, the First Priority Accelerated Rent claim should be reduced to such amount (the "**Corrected First Priority Accelerated Rent**").

28. Assuming, without admitting, that First Priority's asserted amount of First Priority Prepetition Rent is accurate and that the information in the proof of claim is correct, the total of the First Priority Prepetition Rent claim and the Corrected First Priority Accelerated Rent claim is $341,624.43.

iii. Page Plaza Acquisition, LP (Claim 112)

29. Page Plaza Acquisition, LP ("**Page Plaza**") asserts a general unsecured claim in the amount of $4,039,902.82 for damages allegedly arising out of a lease agreement between the Debtors and Page Plaza (as amended, supplemented, or modified from time to time, the "**Page Plaza Lease**"). The Page Plaza Lease is not attached to the proof of claim, but based on the information that is attached, the claim appears to assert: (i) $299,152.02 for unpaid prepetition rent (the "**Page Plaza Prepetition Rent**"), and (ii) $3,740,750.80 in accelerated rent, which would have come due and owing between the Petition Date and the termination of the lease in 2033 (the "**Page Plaza Accelerated Rent**").

30. The Page Plaza Accelerated Rent is overstated. As set forth above, section 502(b) limits rejection damages claims for postpetition rent to the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of the date of filing of the petition; and the date

[5] According to the First Priority Lease, rent was $16,755.00 per month during the period from the Petition Date through April 19, 2025 (a period of 14 months). Accordingly, rent reserved is $234,570.00 ($16,755.00 X 14). The proof of claim asserts additional amounts over and above base rent. The proof of claim does not, however, include sufficient information for such amounts (if any) to be easily recalculated when calculating the section 502(b)(6) cap.

on which such lessor repossessed, or the lessee surrendered, the leased premises. Here, there were 3,316 days (approximately 9 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (which, according to the proof of claim, was March 2, 2033). Fifteen percent of the remaining term is 497.4 days (approximately 1.36 years). Accordingly, the rejection damages claim should only include rent reserved under the lease through June, 13, 2025 (497.4 days after the Petition Date). Based on the documentation attached to the proof of claim, the approximate amount of rent reserved through such date was $353,352.01.[6] Accordingly, the Page Plaza Accelerated Rent claim should be reduced to such amount (the "**Corrected Page Plaza Accelerated Rent**").

31. Assuming, without admitting, that Page Plaza's asserted amount of Page Plaza Prepetition Rent is accurate and that the information in the proof of claim is correct, the total of the Page Plaza Prepetition Rent claim and the Corrected Page Plaza Accelerated Rent claim is $652,504.03.

iv. Rio Bravo Square, LLC (Claim No. 314)

32. Rio Bravo Square, LLC ("**Rio Bravo**") asserts a general unsecured claim in the amount of $3,389,163.36 for damages allegedly arising out of that certain *Retail Lease*, dated as of August 4, 2021, entered into between Rio Bravo and Debtor Cano Health New Mexico, LLC (as amended, supplemented, or modified from time to time, the "**Rio Bravo Lease**"). The Claim asserts: (i) $19,699.09 for unpaid prepetition rent (the "**Rio Bravo Prepetition Rent**"), and (ii) $3,369,464.27 for rent that would have come due under the lease between the Petition Date and March 1, 2032 (the "**Rio Bravo Accelerated Rent**").

[6] The proof of claim indicates that between April 1, 2024 and July 31, 2028 (a period of 1,582 days) rent reserved was $1,123,849.82. As set forth above, the claimant may only assert a claim for rent reserved arising during the 497.4 days after the Petition Date, which is 31.4% of the relevant 1,582 day period. Accordingly, the allowed amount of rent reserved is estimated to be $353,352.01 (i.e. 31.4% of $1,123,849.82).

33. The Rio Bravo Accelerated Rent is overstated. As set forth above, section 502(b) limits rejection damages claims for postpetition rent to the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of the date of filing of the petition; and the date on which such lessor repossessed, or the lessee surrendered, the leased premises. Here, there were 2,950 days (approximately 8 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (which, according to the proof of claim, was March 31, 2032). Fifteen percent of the remaining term is 442 days (approximately 1.2 years). Accordingly, the rejection damages claim should only include the rent reserved under the lease through April 19, 2025 (442 days after the Petition Date). Based on the documentation attached to the proof of claim, the approximate amount accruing through such date was $240,228.66.[7] Accordingly, the Reio Bravo Accelerated Rent claim should be reduced to such amount (the "**Corrected Rio Bravo Accelerated Rent**").

34. Assuming, without admitting, that Rio Bravo's asserted amount of Rio Bravo Prepetition Rent is accurate and that the information in the proof of claim is correct, the total of the Rio Bravo Prepetition Rent claim and the Corrected Rio Bavo Accelerated Rent claim is $259,927.75.

[7] The proof of claim also asserts amounts for postpetition interest and postpetition late fees, which are not allowable under the Bankruptcy Code. 11 U.S.C. § 502(b)(2) (Providing that a "claim for unmatured interest" shall not be allowed); *In re Loewn Group Int'l., Inc.*, 274 B.R. 427, 444 (Bankr. D. Del. 2002) ("[L]ike post-petition interest, post-petition fees and costs may only be recovered by creditors to the extent their claims are oversecured."). Excluding such amounts, rent reserved was $17,110.43 per month for March - December 2024 (a total of 10 months) and $17,281.09 for January – April 2025 (a period of 4 months). Accordingly, the total amount of rent reserved from the Petition Date through April 19, 2025 was $240,228.66 (($17,110.43 X 10) + ($17,281.09 X 4)).

v. SKMV Realty, LLC (Claim No. 533)

35. SKMV Realty, LLC ("**SKMV**") asserts a general unsecured claim in the amount of $1,925,320.20 for damages allegedly arising out of that certain *Lease*, dated as of February 16, 2022, entered into between SKMV and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**SKMV Lease**").

36. The proof of claim does not set forth how it was calculated, nor does it distinguish between prepetition rent and rejection damages. However, based on the documentation attached to the proof of claim, the claim appears to be including rent through 2032. As set forth above, section 502(b)(6) limits rejection damages claims for postpetition rent to the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of the date of filing of the petition; and the date on which such lessor repossessed, or the lessee surrendered, the leased premises. Here, according to the proof of claim, there were approximately 2,936 days (approximately 8 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (assumed to be February 16, 2032 based on the ten-year term set forth in the Lease). Fifteen percent of the remaining term is 440.4 days (or approximately 1.2 years). Accordingly, the claim is overstated by its inclusion of 2,495.6 days (approximately 6.8 years) worth of rent.

37. According to the proof of claim, (i) rent for the last five years of the lease term was $217,030.00 per year ($1,085,150 for the full 5-year period), and (ii) rent for the 1.8 years before that was $197,300 per year ($355,140 for the 1.8 year period). Accordingly, the 6.8 years of rent that should not have been included in the claim totals approximately $1,440,290 ($1,085,150 + $355,140). Accordingly, assuming, without admitting, that prepetition rent and any

other amounts asserted in the claim are accurate and that the information in the proof of claim is correct, the claim should be reduced to $485,030.20 ($1,925,320.20 - $1,440,290).

E. Abandonment and Other Claims in Excess of Cap

vi. 2380-90 NW 7 Street, LLC (Claim No. 531)

38. 2380-90 NW 7 Street, LLC ("**7th Street**") asserts a general unsecured claim in the amount of $2,405,431.56 for damages allegedly arising out of that certain *Lease*, dated as of August 1, 2022, entered into between 7th Street and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**7th Street Lease**"). The Claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $377,763.23 (the "**7th Street Prepetition Rent Claim**"), (ii) a claim for lease rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $1,577,243.39 for rent allegedly reserved under the lease from March 2024 through March 2026) (the "**7th Street 502(b)(6) Claim**"), and (iii) a claim for $450,424.94 based on repair costs and costs associated with improvements that the landlord will not recover as a result of the Debtor's termination of its lease (the "**7th Street Abandonment Claim**").

39. As set forth above, abandonment claims are subject to section 502(b)(6) because they arise from the termination of the lease. *See, e.g.*, *In re Filene's Basement, LLC*, 2015 WL 1806347, at *11 (Bankr. D. Del. 2015) (finding an abandonment claim fell within the scope of section 502(b)(6) because a landlord would only remove the debtor's furniture upon termination); *In re PPI Enters.*, *Inc.*, 228 B.R. 339, 349 (Bankr. D. Del. 1988) (finding attorneys' fees fell within the scope of 502(b)(6)); *In re Foamex Int'l., Inc.*, 368 B.R. 383, 394 (Bankr. D. Del. 2007) (finding claims for damages based on a tenant's failure to perform maintenance and repair obligations under the lease were limited by the cap).

40. However, such claims do not increase the statutory cap on lease rejection damages because they do not constitute "rent reserved" as used in section 502(b)(6)(A).[8] *See In re Filene's Basement*, *LLC*, 2015 WL 1806347, at *12 (finding abandonment claim fell within the scope of § 502(b)(6) but was not part of "rent reserved" and, therefore, could not be included in the calculation of the 502(b)(6) claim); *In re PPI Enters., Inc.*, 228 B.R. at 355 (Finding landlord's rent claim, as limited by section 502(b)(6), did not include late fees or attorney's fees); *In re Foamex*, *Inc.*, 368 B.R. at 394 (finding allowed 502(b)(6) claim included amounts for rent and taxes, but not amounts for maintenance and repair costs).

41. As set forth above, 7th Street's proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the 7th Street 502(b)(6) Claim). Thus, because the 7th Street Abandonment Claim is subject to the 502(b)(6) cap, but does not increase such cap, the claim must be disallowed. Accordingly, assuming, without conceding, that the 7th Street Prepetition Rent Claim and 7th Street 502(b)(6) Claim are properly calculated, the claim should be reduced by the amount of the 7th Street Abandonment Claim (i.e. $450,424.94) to $1,955,006.62.

vii. 2526 W. Sligh Ave LLC (Claim No. 536)

42. 2526 W. Slight Ave. LLC ("**West Slight Ave.**") asserts a general unsecured claim in the amount of $1,641,232.24 for damages allegedly arising out of a lease, dated as of February 3, 2022, entered into between West Slight Ave and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**West Slight Ave. Lease**"). The claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $203,133.26 (the "**West Slight Ave. Prepetition Rent Claim**"), (ii) a claim for lease

[8] Because the 7th Street Abandonment Claim is not a claim for prepetition rent, it does not increase the amount of the 7th Street Prepetition Rent Claim either.

rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $639,373.90 for rent allegedly reserved under the lease from March 2024 through September 2026) (the "**West Slight Ave. 502(b)(6) Claim**"), and (iii) a claim for $798,724.85 based on repair costs and costs associated with improvements that the landlord will not recover a result of the Debtor's termination of its lease (the "**West Slight Ave Abandonment Claim**").

43. As set forth above, abandonment claims are subject to section 502(b)(6) because they arise from the termination of the lease. *See, e.g.*, *In re Filene's Basement, LLC*, 2015 WL 1806347, at *11 (Bankr. D. Del. 2015) (finding an abandonment claim fell within the scope of section 502(b)(6) because a landlord would only remove the debtor's furniture upon termination); *In re PPI Enters.*, *Inc.*, 228 B.R. 339, 349 (Bankr. D. Del. 1988) (finding attorneys' fees fell within the scope of 502(b)(6)); *In re Foamex Int'l., Inc.*, 368 B.R. 383, 394 (Bankr. D. Del. 2007) (finding claims for damages based on a tenant's failure to perform maintenance and repair obligations under the lease were limited by the cap).

44. However, such claims do not increase the statutory cap on lease rejection damages because they do not constitute "rent reserved" as used in section 502(b)(6)(A).[9] *See In re Filene's Basement*, *LLC*, 2015 WL 1806347, at *12 (finding abandonment claim fell within the scope of § 502(b)(6) but was not part of "rent reserved" and, therefore, could not be included in the calculation of the 502(b)(6) claim); *In re PPI Enters., Inc.*, 228 B.R. at 355 (Finding landlord's rent claim, as limited by section 502(b)(6), did not include late fees or attorney's fees); *In re Foamex*, *Inc.*, 368 B.R. at 394 (finding allowed 502(b)(6) claim included amounts for rent and taxes, but not amounts for maintenance and repair costs).

[9] Because the West Slight Ave. Abandonment Claim is not a claim for prepetition rent, it does not increase the amount of the West Slight Ave. Prepetition Rent Claim either.

45. As set forth above, West Slight Ave's proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the West Slight Ave 502(b)(6) Claim). Thus, because the West Slight Ave Abandonment Claim is subject to the 502(b)(6) cap, but does not increase such cap, the claim must be disallowed. Accordingly, assuming, without conceding, that the West Slight Ave. Prepetition Rent Claim and West Slight Ave. 502(b)(6) Claim are properly calculated, the total claim should be reduced by the amount of the West Slight Ave. Abandonment Claim (i.e. $798,724.85) to $842,507.16.

viii. Park Centre Holdings LLC (Claim No. 783)

46. Park Centre Holdings LLC ("**Park Centre**") asserts a general unsecured claim in the amount of $842,501.42 for damages allegedly arising out of a lease allegedly entered into between Park Centre and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**Park Centre Lease**"). The claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $53,038.07 (the "**Park Centre Prepetition Rent Claim**"), (ii) a claim for lease rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $330,963.35 for rent allegedly reserved under the lease for the year following the Petition Date) (the "**Park Centre 502(b)(6) Claim**"), and (iii) an abandonment, reletting, and legal fees claim for $458,500 (the "**Park Centre Abandonment Claim**").

47. As set forth above, abandonment claims are subject to section 502(b)(6) because they arise from the termination of the lease. *See, e.g.*, *In re Filene's Basement, LLC*, 2015 WL 1806347, at *11 (Bankr. D. Del. 2015) (finding an abandonment claim fell within the scope of section 502(b)(6) because a landlord would only remove the debtor's furniture upon termination); *In re PPI Enters.*, *Inc.*, 228 B.R. 339, 349 (Bankr. D. Del. 1988) (finding attorneys'

fees fell within the scope of 502(b)(6)); *In re Foamex Int'l., Inc.*, 368 B.R. 383, 394 (Bankr. D. Del. 2007) (finding claims for damages based on a tenant's failure to perform maintenance and repair obligations under the lease were limited by the cap).

48. However, such claims do not increase the statutory on cap on lease rejection damages because they do not constitute "rent reserved" as used in section 502(b)(6)(A).[10] *See In re Filene's Basement*, *LLC*, 2015 WL 1806347, at *12 (finding abandonment claim fell within the scope of § 502(b)(6) but was not part of "rent reserved" and, therefore, could not be included in the calculation of the 502(b)(6) claim); *In re PPI Enters., Inc.*, 228 B.R. at 355 (Finding landlord's rent claim, as limited by section 502(b)(6), did not include late fees or attorney's fees); *In re Foamex*, *Inc.*, 368 B.R. at 394 (finding allowed 502(b)(6) claim included amounts for rent and taxes, but not amounts for maintenance and repair costs).

49. As set forth above, Park Centre's proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the Park Centre Ave 502(b)(6) Claim). Thus, because the Park Centre Abandonment Claim is subject to the 502(b)(6) cap, but does not increase such cap, the claim must be disallowed. Accordingly, assuming, without conceding, that the Park Centre Prepetition Rent Claim and Park Centre 502(b)(6) Claim are properly calculated, the total claim should be reduced by the amount of the Park Centre Abandonment Claim (i.e. $458,500) to $384,001.42.

[10] Because the Park Centre Abandonment Claim is not a claim for prepetition rent, it does not increase the amount of the Park Centre Prepetition Rent Claim either.

ix. Spencer Strawberry, Ltd. (Claim No. 18)

50. Spencer Strawberry, Ltd. ("**Spencer Strawberry.**") asserts a general unsecured claim in the amount of $734,578.49[11] for damages allegedly arising out of a lease allegedly entered into between Spencer Strawberry and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**Spencer Strawberry Lease**"). The claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $108,515.98 (the "**Spencer Strawberry Prepetition Rent Claim**"), (ii) a claim for lease rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $329,105.71 for rent allegedly reserved under the lease for the year following the Petition Date) (the "**Spencer Strawberry 502(b)(6) Claim**"), and (iii) an abandonment and reletting claim for $296,956.80 (the "**Spencer Strawberry Abandonment Claim**").

51. As set forth above, abandonment claims are subject to section 502(b)(6) because they arise from the termination of the lease. *See, e.g.*, *In re Filene's Basement, LLC*, 2015 WL 1806347, at *11 (Bankr. D. Del. 2015) (finding an abandonment claim fell within the scope of section 502(b)(6) because a landlord would only remove the debtor's furniture upon termination); *In re PPI Enters.*, *Inc.*, 228 B.R. 339, 349 (Bankr. D. Del. 1988) (finding attorneys' fees fell within the scope of 502(b)(6)); *In re Foamex Int'l., Inc.*, 368 B.R. 383, 394 (Bankr. D. Del. 2007) (finding claims for damages based on a tenant's failure to perform maintenance and repair obligations under the lease were limited by the cap).

[11] Box 7 on the proof of claim form indicates the amount of the claim is 734,658.49. However, the supporting documentation attached to the claim indicates the amount is $734,578.49.

52. However, such claims do not increase the statutory cap on lease rejection damages because they do not constitute "rent reserved" as used in section 502(b)(6)(A).[12] *See In re Filene's Basement*, *LLC*, 2015 WL 1806347, at *12 (finding abandonment claim fell within the scope of § 502(b)(6) but was not part of "rent reserved" and, therefore, could not be included in the calculation of the 502(b)(6) claim); *In re PPI Enters., Inc.*, 228 B.R. at 355 (Finding landlord's rent claim, as limited by section 502(b)(6), did not include late fees or attorney's fees); *In re Foamex*, *Inc.*, 368 B.R. at 394 (finding allowed 502(b)(6) claim included amounts for rent and taxes, but not amounts for maintenance and repair costs).

53. As set forth above, Spencer Strawberry's proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the Spencer Strawberry 502(b)(6) Claim). Thus, because the Spencer Strawberry Abandonment Claim is subject to the 502(b)(6) cap, but does not increase such cap, the claim must be disallowed. Accordingly, assuming, without conceding, that the Spencer Strawberry Prepetition Rent Claim and Spencer Strawberry 502(b)(6) Claim are properly calculated, the claim should be reduced by the amount of the Spencer Strawberry Abandonment Claim (i.e. $296,956.80) to $437,621.69.

Responses to this Objection

54. To contest this Objection, a claimant must file a written response to the Objection (a "**Response**") with the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, by no later than **October 22, 2026 at 4:00 p.m. (Prevailing Eastern Time)** (the "**Response Deadline**"). In addition, a claimant must serve its Response on the following entities in accordance with the Local

[12] Because the Spencer Strawberry Abandonment Claim is not a claim for prepetition rent, it does not increase the amount of the Spencer Strawberry Prepetition Rent Claim either.

Bankruptcy Rules: (a) counsel to the Reorganized Debtors, (i) Weil, Gotshal & Manges LLP, Attn: Gary T. Holtzer, Jessica Liou, Matthew P. Goren, and Kevin Bostel (gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, and kevin.bostel@weil.com), and (ii) Richards, Layton & Finger, P.A., Attn: Michael J. Merchant, Amanda R. Steele, and James F. McCauley (merchant@rlf.com, steele@rlf.com and mccauley@rlf.com); (b) counsel to the Litigation Trust (as defined in the Plan), Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto and Jack M. Dougherty (JAlberto@coleschotz.com and jdougherty@coleschotz.com); and (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov) and Jon Lipshie, Esq. (Jon.Lipshie@usdoj.gov).

55. Claimants should locate their names and Disputed Claims on **Schedule 1** to the Proposed Order and carefully review this Objection. A Response must address each ground on which the Reorganized Debtors object to a particular Disputed Claim.

56. Every Response must contain, at a minimum, the following information:

i. a caption setting forth the name of the Court that includes the Reorganized Debtor's case number, and the title of the Objection to which the Response is directed;

ii. the name of the claimant, the claim number, and a description of the basis for the amount of the claim;

iii. the specific factual basis and supporting legal argument on which the party will rely in opposing this Objection;

iv. all documentation and other evidence in support of the claim, not previously filed with the Court or the claims and noticing agent, on which the claimant will rely in opposing this Objection; and

v. the name, address, telephone number, fax number, and/or email address of the person(s) (which may be the claimant or the claimant's legal representative) with whom counsel for the

> Reorganized Debtors should communicate with respect to the claim or the Objection and who possesses authority to reconcile, settle, or otherwise resolve the objection to the claim on behalf of the claimant.

57. If a Response is properly and timely filed and served in accordance with the above procedures, the Reorganized Debtors will endeavor to reach a consensual resolution with the claimant. If no consensual resolution is reached, the Court will conduct a hearing with respect to the Objection and the Response on **November 10, 2026 at 10:00 a.m. (Prevailing Eastern Time)**, or such other date and time as parties filing Responses may be notified. Only those Responses made in writing and timely filed will be considered by the Court at any such hearing.

58. The Reorganized Debtors reserve the right to seek an adjournment of the hearing on any Response to this Objection, which adjournment will be noted on the notice of agenda for the hearing. The agenda will be served on the person designated by the claimant in its Response.

59. If a claimant fails to timely file a Response by the Response Deadline, the Reorganized Debtors may present to the Court an appropriate order disallowing and expunging the Disputed Claims as set forth in **Schedule 1** to the Proposed Order, without further notice to the claimant or a hearing.

60. The Objection by the Reorganized Debtors to each claim shall constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. Any order entered by the Court regarding an objection asserted in this Objection shall be deemed a separate order with respect to each claim subject thereto.

Reservation of Rights

61. The Reorganized Debtors expressly reserve the right to amend, modify, or supplement this Objection and to file objections to any other claims (filed or not) that have been

or may be asserted against the Debtors' estates. Should one or more of the grounds of objection stated in this Objection be dismissed or overruled, the Reorganized Debtors reserve the right to object to each of the Disputed Claims or any other Proofs of Claim on any other grounds that the Reorganized Debtors discover or elect to pursue.

62. Notwithstanding anything contained in this Objection, or the exhibits and schedules attached hereto, nothing herein will be construed as a waiver of any rights that the Reorganized Debtors, or any successor to the Reorganized Debtors, may have to enforce rights of setoff against the claimants.

63. Nothing in this Objection shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Reorganized Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver of any of the Reorganized Debtors' claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

Compliance with Local Bankruptcy Rule 3007-1

64. To the best of the Reorganized Debtors' knowledge and belief, this Objection substantially complies with Local Bankruptcy Rule 3007-1. To the extent this Objection does not comply in all respects with the requirements of Local Bankruptcy Rule 3007-1, the undersigned believes such deviations are not material and respectfully requests that any such requirement be waived.

Notice

65. Notice of this Objection will be provided to the following parties: (a) the Office of the United States Trustee for the District of Delaware (Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov) and Jon Lipshie, Esq. (Jon.Lipshie@usdoj.gov)); (b) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801 (Attn: Justin R. Alberto and Jack M. Dougherty (JAlberto@coleschotz.com and jdougherty@coleschotz.com)), as counsel to the Litigation Trust; (c) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (d) the claimants whose claims are subject to this Objection (collectively, the "**Notice Parties**").

66. The Reorganized Debtors respectfully submit that no further notice is required.

No Previous Request

67. No previous request for the relief sought herein has been made by the Reorganized Debtors to this or any other court.

[*Remainder of page intentionally left blank*]

WHEREFORE the Reorganized Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: October 1, 2026
Wilmington, Delaware

/s/ James F. McCauley

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
James F. McCauley (No. 6991)
920 North King Street
Wilmington, Delaware 19801
Telephone: 302-651-7700
Email: 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 Reorganized Debtors

PLEASE CAREFULLY REVIEW THIS OBJECTION AND THE ATTACHMENTS HERETO TO DETERMINE WHETHER THIS OBJECTION AFFECTS YOUR CLAIM.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	
CANO HEALTH, INC.,	:	**Case No. 24–10164 (KBO)**
	:	
Reorganized Debtor.[1]	:	**Hearing Date: November 10, 2026 at 10:00 a.m. (ET)**
		Response Deadline: October 22, 2026 at 4:00 p.m. (ET)

NOTICE OF OMNIBUS OBJECTION AND HEARING

PLEASE TAKE NOTICE that, on October 1, 2026, Cano Health, Inc. (together with the Closed Case Debtors, the "**Reorganized Debtors**," and prior to the Effective Date (as defined below), the "**Debtors**"), as the Reorganized Debtor in the above-captioned chapter 11 case filed the *Reorganized Debtors' Sixth Omnibus (Substantive) Objection to Certain Overstated Claims* (the "**Objection**")[2] with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). **Your claim(s) may be reduced as a result of the Objection. Therefore, you should read the attached Objection carefully.**

PLEASE TAKE FURTHER NOTICE THAT YOUR RIGHTS MAY BE AFFECTED BY THE OBJECTION AND BY ANY FURTHER CLAIM OBJECTION THAT MAY BE FILED BY THE REORGANIZED DEBTORS OR OTHERWISE. THE RELIEF SOUGHT IN THE OBJECTION IS WITHOUT PREJUDICE TO THE REORGANIZED DEBTORS'

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Cano Health, Inc. (4224) ("**CHI**"). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI's debtor affiliates, (collectively, the "**Closed Case Debtors**"). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor's claims and noticing agent at https://veritaglobal.net/canohealth. The Reorganized Debtor's mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Objection.

RIGHT TO PURSUE FURTHER OBJECTIONS AGAINST YOUR CLAIM(S) SUBJECT TO THE OBJECTION IN ACCORDANCE WITH APPLICABLE LAW AND APPLICABLE ORDERS OF THE COURT.

PLEASE TAKE FURTHER NOTICE that if the holder of a claim that is the subject of the Objection wishes to respond to the Objection, the holder must file a written response (each a "**Response**") with: (a) the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, (b) counsel to the Reorganized Debtors, (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Gary T. Holtzer, Esq., Jessica Liou, Esq., Matthew P. Goren, Esq., and Kevin Bostel (emails: gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, and kevin.bostel@weil.com) and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant, Esq., Amanda R. Steele, Esq., and James F. McCauley, Esq. (emails: merchant@rlf.com, steele@rlf.com and mccauley@rlf.com); (c) counsel to the Litigation Trust (as defined in the Plan), (i) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Kristopher M. Hansen and Erez Gilad (krishansen@paulhastings.com and erezgilad@paulhastings.com), and (ii) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto and Jack M. Dougherty (JAlberto@coleschotz.com and jdougherty@coleschotz.com); and (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov) and Jon Lipshie, Esq. (Jon.Lipshie@usdoj.gov). on or before **October 22, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "**Response Deadline**").

PLEASE TAKE FURTHER NOTICE that Responses to the Objection must contain, at minimum, the following: (a) a caption setting forth the name of the Court, the name of the Reorganized Debtors, the case number, and the title of the Objection to which the Response is directed; (b) the name of the claimant, the claim number, and a description of the basis for the amount of the claim; (c) the specific factual basis and supporting legal argument upon which the party will rely in opposing the Objection; (d) all documentation and other evidence in support of the claim, not previously filed with the Court or the claims and noticing agent, on which the claimant will rely in opposing the Objection; and (e) the name, address, telephone number, fax number and/or email address of the person(s) (which may be the claimant or the claimant's legal representative) with whom counsel for the Reorganized Debtors should communicate with respect to the Claim subject to the Objection and who possesses authority to reconcile, settle, or otherwise resolve the objection to the Claim on behalf of the claimant.

PLEASE TAKE FURTHER NOTICE that if no Response to the Objection is timely filed and received in accordance with the above procedures, an order may be entered sustaining the Objection without further notice or a hearing. If a Response is properly filed, served and received in accordance with the above procedures and such Response is not resolved, a hearing to consider such Response and the Objection will be held 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 3, Wilmington, Delaware 19801 on **November 10, 2026 at 10:00 a.m. (prevailing Eastern Time)** (the "**Hearing**"). Only a Response made in writing and timely filed will be considered by the Court at the Hearing.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY SUSTAIN THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: October 1, 2026
Wilmington, Delaware

/s/ James F. McCauley

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
James F. McCauley (No. 6991)
920 North King Street
Wilmington, Delaware 19801
Telephone: 302-651-7700
E-mail: 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 Reorganized Debtors

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
CANO HEALTH, INC.,	:	**Case No. 24–10164 (KBO)**
Reorganized Debtor.[1]	:	**Re: Docket No. __**

ORDER SUSTAINING REORGANIZED DEBTORS' SIXTH OMNIBUS (SUBSTANTIVE) OBJECTION TO CERTAIN OVERSTATED CLAIMS

Upon the *Reorganized Debtors' Sixth Omnibus (Substantive) Objection to Certain Overstated Claims* (the "**Objection**"),[2] of Cano Health, Inc., for entry of an order reducing the amount of the overstated claims identified on **Schedule 1** attached hereto (the "**Disputed Claims**") all as more fully described in the Objection; and the Court having reviewed the Objection and having considered the statements of counsel with respect to the Objection at a hearing (if any) before the Court; and the Court having jurisdiction to consider the Objection and the relief requested therein in accordance with 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 as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Cano Health, Inc. (4224) ("**CHI**"). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI's debtor affiliates, (collectively, the "**Closed Case Debtors**"). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor's claims and noticing agent at https://veritaglobal.net/canohealth. The Reorganized Debtor's 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 Objection.

notice of the Objection has been given and that no other or further notice is necessary; and upon the Lines Declaration; and upon the record of all proceedings before the Court; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, **IT IS HEREBY ORDERED THAT**

1. The Objection is granted to the extent set forth herein.

2. Any Response to the Objection not otherwise withdrawn, resolved, or adjourned is overruled on the merits.

3. The Disputed Claims identified on **Schedule 1** hereto are reduced to the amounts set forth thereon (the "**Remaining Claims**"). The Remaining Claims shall remain on the Claims Register, without prejudice to any party's rights to object to such claims on any and all grounds.

4. The Objection by the Reorganized Debtors to the Disputed Claims, as addressed in the Objection and the schedules hereto, constitutes a separate contested matter with respect to each such claim, as contemplated by Bankruptcy Rule 9014 and Local Bankruptcy Rule 3007-1. This Order shall be deemed a separate Order with respect to each Disputed Claim.

5. Any stay of this Order pending appeal by any holder of a Disputed Claim or any other party with an interest in the Disputed Claims subject to this Order shall only apply to the contested matter which involves such party and shall not act to stay the applicability and/or finality of this Order with respect to the other contested matters arising from the Objection or this Order.

6. The Reorganized Debtors, the Debtors' claims and noticing agent, Verita,[3] and the Clerk of this Court are authorized to modify the official Claims Register for these chapter 11 cases in compliance with the terms of this Order, and to take all steps necessary or appropriate to carry out the relief granted in this Order.

7. Nothing in the Objection or this Order, nor any actions by the Reorganized Debtors pursuant to this Order, shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Reorganized Debtors, the Debtors', or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver of any of the Debtors' or Reorganized Debtors claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

8. This Order is immediately effective and enforceable.

9. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

[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.

Schedule 1

Amended and Superseded Claims

Claimant Name	Date Filed	Claim No.	Debtor	Asserted Amount	Remaining Amount	Reason
2380-90 NW 7 Street, LLC Attn: Ric Arcadi 16773 West Park Cir. Chagrin Falls, OH 44023	4/19/2024	531	Cano Health, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $2,405,431.56 (T) $2,405,431.56	(S) $0.00 (A) $0.00 (P) $0.00 (U) $1,955,006.62 (T) $1,955,006.62	Claimant includes claims for costs that are subject to the cap, but do not increase the amount of the cap. Accordingly, such claimed amounts must be disallowed.
256 W. Sligh Ave., LLC Attn: Ric Arcadi 16773 West Park Circle Chagrin Falls, OH 44023	4/19/2024	536	Cano Health, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $1,641,232.24 (T) $1,641,232.24	(S) $0.00 (A) $0.00 (P) $0.00 (U) $842,507.16 (T) $842,507.16	Claimant includes claims for costs that are subject to the cap, but do not increase the amount of the cap. Accordingly, such claimed amounts must be disallowed.
Comprehensive Health Initiative, LLC 5122 Maggiore St. Goral Gables, FL 33146	4/6/2024	341	Cano Health, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $853,666.09 (T) $853,666.09	(S) $0.00 (A) $0.00 (P) $0.00 (U) $275,420.16 (T) $275,420.16	Claimant filed to apply the cap on rejection damages set forth in section 502(b)(6) of the Bankruptcy Code.
First Priority Funding, LLC Attn: Shawn Bidsal 15821 Ventura Blvd., Suite 455 Encino, CA 91436	3/6/2024	72	Cano Health, Inc.	(S) $0.00 (A) $0.00 (P) $0.00 (U) $3,035,489.29 (T) $3,035,489.29	(S) $0.00 (A) $0.00 (P) $0.00 (U) $341,624.43 (T) $341,624.43	Claimant filed to apply the cap on rejection damages set forth in section 502(b)(6) of the Bankruptcy Code.

(S) = Secured
(A) = Administrative Expense/503(b)(9)
(P) = Priority Unsecured
(U) = General Unsecured
(T) = Total

Claimant Name	Date Filed	Claim No.	Debtor	Asserted Amount	Remaining Amount	Reason
Page Plaza Acquisition, LP 145 Spring St., 4th Floor New York, NY 10012	3/15/2024	112	Cano Health, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $4,039,902.82 (T) $4,039,902.82	(S) $0.00 (A) $0.00 (P) $0.00 (U) $652,504.03 (T) $652,504.03	Claimant filed to apply the cap on rejection damages set forth in section 502(b)(6) of the Bankruptcy Code.
Park Centre Holdings, LLC C/O KEY Properties 1922 NE 149th St. North Miami, FL 33181 Law Offices of Robert F. Reynolds, P.A. 101 NE 3rd Ave., Suite 1800 Fort Lauderdale, FL 33301	7/3/2024	783	Cano Health, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $842,501.42 (T) $842,501.42	(S) $0.00 (A) $0.00 (P) $0.00 (U) $384,001.42 (T) $384,001.42	Claimant includes claims for costs that are subject to the cap, but do not increase the amount of the cap. Accordingly, such claimed amounts must be disallowed.
Rio Bravo Square, LLC Attn: Bruce Nolen 100 Sun Ave. NE, Suite 210 Albuquerque, NM 87109	4/3/2024	314	Cano Health New Mexico, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $3,389,163.36 (T) $3,389,163.36	(S) $0.00 (A) $0.00 (P) $0.00 (U) $259,927.75 (T) $259,927.75	Claimant filed to apply the cap on rejection damages set forth in section 502(b)(6) of the Bankruptcy Code.
SKMV Realty, LLC Attn: Matthew J. Brown Dinsmore and Shohl, LLP 225 East Robinson St., Suite 600 Orlando, FL 32801	4/19/2024	533	Cano Health, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $1,925,320.20 (T) $1,925,320.20	(S) $0.00 (A) $0.00 (P) $0.00 (U) $485,030.20 (T) $485,030.20	Claimant filed to apply the cap on rejection damages set forth in section 502(b)(6) of the Bankruptcy Code.
Spencer Strawberry, Ltd. Attn: Brian B. Kolpatrick 1233 West Loop South, Suite 800 Houston, TX 77027	2/15/2024	18	Cano Health, LLC	(S) $0.00 (A) $0.00 (P) $0.00 (U) $734,658.49 (T) $734,658.49	(S) $0.00 (A) $0.00 (P) $0.00 (U) $437,621.69 (T) $437,621.69	Claimant includes claims for costs that are subject to the cap, but do not increase the amount of the cap. Accordingly, such claimed amounts must be disallowed.

Exhibit B

Lines Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	
CANO HEALTH, INC.,	:	**Case No. 24–10164 (KBO)**
	:	
Reorganized Debtor.[1]	:	

DECLARATION OF JOHN LINES IN SUPPORT OF THE REORGANIZED DEBTORS' SIXTH OMNIBUS (SUBSTANTIVE) OBJECTION TO CERTAIN OVERSTATED CLAIMS

I, John Lines, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I currently serve as the Chief Legal Officer of the Reorganized Debtors and have been employed by the Debtors since January 2024. I have been practicing law for over 20 years and have focused my practice on the healthcare industry for much of that time. Prior to joining the Debtors, I served as in-house counsel for a number of other healthcare companies.

2. I submit this declaration (the "**Declaration**") in support of the *Reorganized Debtors' Sixth Omnibus (Substantive) Objection to Certain Overstated Claims* (the "**Objection**").[2]

3. I am over the age of eighteen and am authorized by the Reorganized Debtors to submit this Declaration. Except as otherwise indicated, the facts and all statements in this Declaration are based on my personal knowledge, my review (or the review of others under my supervision) of the relevant Proofs of Claim and the documentation attached thereto, the official

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Cano Health, Inc. (4224) ("**CHI**"). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI's debtor affiliates, (collectively, the "**Closed Case Debtors**"). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor's claims and noticing agent at https://veritaglobal.net/canohealth. The Reorganized Debtor's 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 Objection.

register of claims filed in the chapter 11 cases, information received by me from personnel and/or advisors of the Reorganized Debtors, my review of the Books and Records, and my experience and knowledge of the claims process in the Debtors' chapter 11 cases. If called as a witness, I could and would competently testify to the facts set forth in this Declaration.

4. The Proofs of Claim subject to the Objection were carefully reviewed and analyzed in good faith using due diligence by appropriate personnel of the Reorganized Debtors, those familiar with the Books and Records, and the Reorganized Debtors' professionals.

Disputed Claims

5. Based upon my review and analysis of the Disputed Claims listed on **Schedule 1** to the Proposed Order, I and my team have determined that the Disputed Claims listed under the column "Asserted Claim" either: (i) failed to apply the cap on lease rejection damages set forth in section 502(b)(6) of the Bankruptcy Code, or (ii) included abandonment and other claims that should be disallowed because they are subject to the section 502(b)(6) cap but do not increase the amount of the cap.

6. I have been advised that section 502(b)(6) of the Bankruptcy Code limits a claim for lease rejection damages to the rent reserved under the lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of the date of filing of the petition; and the date on which such lessor repossessed, or the lessee surrendered, the leased premises. I have further been advised that claims such as those for repairs to a leased property after the Debtor vacates the property are subject to the cap if they relate to the termination of the lease, but that such claims generally do not increase the amount of the cap because they do not qualify as "rent reserved" as that term is used in section 502(b)(6).

i. Claims that Fail to Apply the Section 502(b)(6) Cap.

a. **Comprehensive Health Initiative, LLC (Claim No. 341):** Comprehensive Health Initiative, LLC ("**Comprehensive Health**") asserts a general unsecured claim in the amount of $853,666.09 for damages allegedly arising out of that certain *Lease*, dated as of July 1, 2017, entered into between Comprehensive Health and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**Comprehensive Health Lease**"). The proof of claim does not set forth how it was calculated, nor does it distinguish between prepetition rent and rejection damages. However, based on the documentation attached to the proof of claim, the claim appears to be including rent through 2027 (the "**Comprehensive Health Accelerated Rent**").

Based upon my review of the claim, I believe Comprehensive Accelerated Rent was overstated. According to the proof of claim, there were approximately 1,244 days (approximately 3.4 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (June 30, 2027). Fifteen percent of the remaining term is 186.6 days (or approximately .51 years). Because 15% of the remaining term is less than one year, section 502(b)(6) provides that the claimant may include up to one year of rent reserved as rejection damages. Accordingly, the claim is overstated by its inclusion of 879 days (approximately 2.4 years) worth of rent because the claim asserts 1,244 days (approximately 3.4 years) of rent reserved when it should only include 365 days (one year) of rent.

According to the proof of claim, (i) rent for the final year of the lease term (i.e. 2027) was $244,515.96, (ii) rent for the second to last year (i.e. 2026) was $239,721.53, and (iii) rent for 4/10 of the third to last year (i.e. 2025) was $94,008.44 ($235,021.11 X .4). Thus, the claim is overstated by $578,245.93 ($244,515.96 + $239,721.53 + $94,008.44) and should be reduced by such amount. Accordingly, assuming, without admitting, that prepetition rent and any other amounts asserted in the claim are accurate and that the information in the proof of claim is correct, the claim should be reduced to $275,420.16 ($853,666.09 - $578,245.93).

b. **First Priority Funding, LLC (Claim No. 72):** First Priority Funding, LLC ("First Priority") asserts a general unsecured claim in the amount of $3,035,489.29 for damages allegedly arising out of that certain *Lease*, dated as of February 3, 2022, entered into between First Priority and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**First Priority Lease**"). The Claim asserts: (i) $107,054.43 for unpaid prepetition rent (the "**First Priority Prepetition Rent**"), and (ii) $2,928,434.86 for rent that would have come due under the lease between

the Petition Date and the end of the lease term (the "**First Priority Accelerated Rent**").

Based upon my review of the claim, I believe First Priority Accelerated Rent was overstated. According to the proof of claim, there were 2,952 days (approximately 8 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (on or around February 3, 2032). Fifteen percent of the remaining term is 443 days (approximately 1.21 years). Accordingly, the rejection damages claim should only include amounts arising under the lease through April 19, 2025 (443 days after the Petition Date). Based on the documentation attached to the proof of claim, the approximate base rent accruing through such date was $234,570.00.[3] Accordingly, the First Priority Accelerated Rent claim should be reduced to such amount (the "**Corrected First Priority Accelerated Rent**"). Assuming, without admitting, that First Priority's asserted amount of First Priority Prepetition Rent is accurate and that the information in the proof of claim is correct, the total of the First Priority Prepetition Rent claim and the Corrected First Priority Accelerated Rent claim is $341,624.43.

c. **Page Plaza Acquisition, LP (Claim 112):** Page Plaza Acquisition, LP ("**Page Plaza**") asserts a general unsecured claim in the amount of $4,039,902.82 for damages allegedly arising out of a lease agreement between the Debtors and Page Plaza (as amended, supplemented, or modified from time to time, the "**Page Plaza Lease**"). The Page Plaza Lease is not attached to the proof of claim, but based on the information that is attached, the claim appears to assert: (i) $299,152.02 for unpaid prepetition rent (the "**Page Plaza Prepetition Rent**"), and (ii) $3,740,750.80 in accelerated rent, which would have come due and owing between the Petition Date and the termination of the lease in 2033 (the **"Page Plaza Accelerated Rent**").

Based upon my review of the claim, I believe Page Plaza Accelerated Rent was overstated. There were 3,316 days (approximately 9 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (which, according to the proof of claim, was March 2, 2033). Fifteen percent of the remaining term is 497.4 days (approximately 1.36 years). Accordingly, the rejection damages claim should only include rent reserved under the lease through June, 13, 2025 (497.4 days after the Petition Date). Based on the documentation attached to the proof of claim, the approximate amount of rent reserved through such date was $353,352.02.[4] Accordingly,

[3] According to the First Priority Lease, rent was $16,755.00 per month during the period from the Petition Date through April 19, 2025 (a period of 14 months). Accordingly, rent reserved is $234,570.00 ($16,755.00 X 14). The proof of claim asserts additional amounts over and above base rent. The proof of claim does not, however, include sufficient information for such amounts to be easily recalculated when applying the section 502(b)(6) cap.

[4] The proof of claim indicates that between April 1, 2024 and July 31, 2028 (a period of 1,582 days) rent reserved was $1,123,849.82. As set forth above, the claimant may only assert a claim for rent reserved arising during the

the Page Plaza Accelerated Rent claim should be reduced to such amount (the "**Corrected Page Plaza Accelerated Rent**"). Assuming, without admitting, that Page Plaza's asserted amount of Page Plaza Prepetition Rent is accurate and that the information in the proof of claim is correct, the total of the Page Plaza Prepetition Rent claim and the Corrected Page Plaza Accelerated Rent claim is $652,504.03.

d. **Rio Bravo Square, LLC (Claim No. 314):** Rio Bravo Square, LLC ("**Rio Bravo**") asserts a general unsecured claim in the amount of $3,389,163.36 for damages allegedly arising out of that certain *Retail Lease*, dated as of August 4, 2021, entered into between Rio Bravo and Debtor Cano Health New Mexico, LLC (as amended, supplemented, or modified from time to time, the "**Rio Bravo Lease**"). The Claim asserts: (i) $19,699.09 for unpaid prepetition rent (the "**Rio Bravo Prepetition Rent**"), and (ii) $3,369,464.27 for rent that would have come due under the lease between the Petition Date and March 1, 2032 (the "**Rio Bravo Accelerated Rent**").

Based upon my review of the claim, I believe Reio Bravo Accelerated Rent is overstated. there were 2,950 days (approximately 8 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (which, according to the proof of claim, was March 31, 2032). Fifteen percent of the remaining term is 442 days (approximately 1.2 years). Accordingly, the rejection damages claim should only include the rent reserved under the lease through April 19, 2025 (442 days after the Petition Date). Based on the documentation attached to the proof of claim, the approximate amount accruing through such date was $240,228.66.[5] Accordingly, the Reio Bravo Accelerated Rent claim should be reduced to such amount (the "**Corrected Rio Bravo Accelerated Rent**"). Assuming, without admitting, that Rio Bravo's asserted amount of Rio Bravo Prepetition Rent is accurate and that the information in the proof of claim is correct, the total of the Rio Bravo Prepetition Rent claim and the Corrected Rio Bavo Accelerated Rent claim is $259,927.75.

e. **SKMV Realty, LLC (Claim No. 533):** SKMV Realty, LLC ("**SKMV**") asserts a general unsecured claim in the amount of $1,925,320.20 for damages allegedly arising out of that certain *Lease*, dated as of February 16, 2022, entered into between SKMV and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**SKMV Lease**"). The proof of claim does not set forth how it was calculated, nor

497.4 days after the Petition Date, which is 31.4% of the relevant 1,582 day period. Accordingly, the allowed amount of rent reserved is estimated to be $353,352.01 (i.e. 31.4% of $1,123,849.82).

[5] The proof of claim also asserts amounts for postpetition interest and postpetition late fees, which I understand are not allowable under the Bankruptcy Code. Excluding such amounts, rent reserved was $17,110.43 per month for March - December 2024 (a total of 10 months) and $17,281.09 for January – April 2025 (a period of 4 months). Accordingly, the total amount of rent reserved from the Petition Date through April 19, 2025 was $240,228.66 (($17,110.43 X 10) + ($17,281.09 X 4)).

does it distinguish between prepetition rent and rejection damages. However, based on the documentation attached to the proof of claim, the claim appears to be including rent through 2032.

Based upon my review of the claim, I believe the claim is overstated. According to the proof of claim, there were approximately 2,936 days (approximately 8 years) between the Petition Date (i.e. February 2, 2024) and the end of the term of the lease (assumed to be February 16, 2032 based on the ten-year term set forth in the lease). Fifteen percent of the remaining term is 440.4 days (or approximately 1.2 years). Accordingly, the claim is overstated by its inclusion of 2,495.6 days (approximately 6.8 years) worth of rent. According to the proof of claim, (i) rent for the last five years of the lease term was $217,030.00 per year ($1,085,150 for the full 5-year period), (ii) rent for the 1.8 years before that was $197,300 per year ($355,140 for the 1.8 year period). Thus, the 6.8 years of rent that should not have been included in the claim totals approximately $1,440,290 ($1,085,150 + $355,140). Accordingly, assuming, without admitting, that prepetition rent and any other amounts asserted in the claim are accurate and that the information in the proof of claim is correct, the claim should be reduced to $485,030.20 ($1,925,320.20 - $1,440,290).

ii. **Abandonment and Similar Claims**

f. **2380-90 NW 7 Street, LLC (Claim No. 531).** 2380-90 NW 7 Street, LLC ("**7th Street**") asserts a general unsecured claim in the amount of $2,405,431.56 for damages allegedly arising out of that certain *Lease*, dated as of August 1, 2022, entered into between 7th Street and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**7th Street Lease**"). The Claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $377,763.23 (the "**7th Street Prepetition Rent Claim**"), (ii) a claim for lease rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $1,577,243.39 for rent allegedly reserved under the lease from March 2024 through March 2026) (the "**7th Street 502(b)(6) Claim**"), and (iii) a claim for $450,424.94 based on repair costs and costs associated with improvements that the landlord will not recover as a result of the Debtor's termination of its lease (the "**7th Street Abandonment Claim**").

I understand that claims like the 7th Street Abandonment Claim are subject to the 502(b)(6) cap, but do not increase the amount of such cap. As set forth above, 7th Street's proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the 7th Street 502(b)(6) Claim). Thus, the 7th Street Abandonment Claim should be disallowed. Accordingly, assuming, without conceding, that the 7th Street Prepetition Rent Claim and 7th Street 502(b)(6) Claim are properly calculated, the total claim should be reduced by the

amount of the 7th Street Abandonment Claim (i.e. $450,424.94) to $1,955,006.62.

g. **2526 W. Slight Ave LLC (Claim No. 536).** 2526 W. Slight Ave. LLC ("**West Slight Ave**.") asserts a general unsecured claim in the amount of $1,641,232.24 for damages allegedly arising out of a lease, dated as of February 3, 2022, entered into between West Slight Ave and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**West Slight Ave. Lease**"). The claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $203,133.26 (the "**West Slight Ave. Prepetition Rent Claim**"), (ii) a claim for lease rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $639,373.90 for rent allegedly reserved under the lease from March 2024 through September 2026) (the "**West Slight Ave. 502(b)(6) Claim**"), (iii) a claim for $798,724.85 based on repair costs and costs associated with improvements that the landlord will not recover as a result of the Debtor's termination of its lease (the "**West Slight Ave Abandonment Claim**").

I understand that claims like the West Slight Ave Abandonment Claim are subject to the 502(b)(6) cap, but do not increase the amount of such cap. As set forth above, West Slight Ave.'s proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the West Slight Ave. 502(b)(6) Claim). Thus, the West Slight Ave. Abandonment Claim should be disallowed. Accordingly, assuming, without conceding, that the West Slight Ave. Prepetition Rent Claim and West Slight Ave. 502(b)(6) Claim are properly calculated, the total claim should be reduced by the amount of the West Slight Ave Abandonment Claim (i.e. $798,724.85) to $842,507.16.

h. **Park Centre Holdings LLC (Claim No. 783).** Park Centre Holdings LLC ("**Park Centre**.") asserts a general unsecured claim in the amount of $842,501.42 for damages allegedly arising out of a lease allegedly entered into between Park Centre and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**Park Centre Lease**"). The claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $53,038.07 (the "**Park Centre Prepetition Rent Claim**"), (ii) a claim for lease rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $330,963.35 for rent allegedly reserved under the lease for the year following the Petition Date) (the "**Park Centre 502(b)(6) Claim**"), and (iii) an abandonment, reletting, and legal fees claim for $458,500 (the "**Park Centre Abandonment Claim**").

I understand that claims like the Park Centre Abandonment Claim are subject to the 502(b)(6) cap, but do not increase the amount of such cap. As set forth above, Park Centre's proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the Park Centre 502(b)(6) Claim).

Thus, the Park Centre Abandonment Claim should be disallowed. Accordingly, assuming, without conceding, that the Park Centre Prepetition Rent Claim and Park Centre 502(b)(6) Claim are properly calculated, the total claim should be reduced by the amount of the Park Centre Abandonment Claim (i.e. $458,500) to $384,001.42.

i. **Spencer Strawberry, Ltd. (Claim No. 18)**. Spencer Strawberry, Ltd. ("**Spencer Strawberry**") asserts a general unsecured claim in the amount of $734,578.49 for damages allegedly arising out of a lease allegedly entered into between Park Centre and Debtor Cano Health, LLC (as amended, supplemented, or modified from time to time, the "**Spencer Strawberry Lease**"). The claim asserts, among other things: (i) a claim for unpaid rent allegedly due as of the Petition Date in the amount of $108,515.98 (the "**Spencer Strawberry Prepetition Rent Claim**"), (ii) a claim for lease rejection damages under section 502(b)(6) of the Bankruptcy Code in the amount of $329,105.71 for rent allegedly reserved under the lease for the year following the Petition Date) (the "**Spencer Strawberry 502(b)(6) Claim**"), (iii) an abandonment and reletting claim for $296,956.80 (the "**Spencer Strawberry Abandonment Claim**").

I understand that claims like the Spencer Strawberry Abandonment Claim are subject to the 502(b)(6) cap, but do not increase the amount of such cap. As set forth above, Spencer Strawberry's proof of claim already asserts a claim for the full amount of the 502(b)(6) cap (i.e. the Spencer Strawberry 502(b)(6) Claim). Thus, the Spencer Strawberry Abandonment Claim should be disallowed. Accordingly, assuming, without conceding, that the Spencer Strawberry Prepetition Rent Claim and Spencer Strawberry 502(b)(6) Claim are properly calculated, the total claim should be reduced by the amount of the Spencer Strawberry Abandonment Claim (i.e. $296,956.80) to $437,621.69.

7. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Date: October 1, 2026

/s/ John Lines
John Lines
Chief Legal Officer
Cano Health, Inc.