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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re CADUCEUS PHYSICIANS MEDICAL GROUP, a Professional Medical Corporation, dba CADUCEUS MEDICAL GROUP, Debtor. ☒ ALL DEBTORS ☐ Caduceus Physicians Medical Group, dba Caduceus Medical Group, ONLY ☐ Caduceus Medical Services, LLC, ONLY	Case No. 8:24-bk-11945-SC Chapter 11 (Jointly Administered with 8:24-bk-11946-SC) DISCLOSURE STATEMENT DESCRIBING DEBTORS' FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION; CHAPTER 11 PLAN OF LIQUIDATION (EXHIBIT A; AND LIQUIDATION ANALYSIS (EXHIBIT B)

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DISCLAIMER

THIS DISCLOSURE STATEMENT, THE DEBTORS' CHAPTER 11 PLAN OF LIQUIDATION, ATTACHED HERETO AS EXHIBIT A (THE "PLAN"), AND THE ACCOMPANYING BALLOT AND RELATED MATERIALS DELIVERED HEREWITH, ARE BEING PROVIDED BY CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL MEDICAL CORPORATION DBA CADUCEUS MEDICAL GROUP ("CPMG") AND CADUCEUS MEDICAL SERVICES, LLC ("CMS") (COLLECTIVELY, "DEBTORS") TO KNOWN HOLDERS OF CLAIMS PURSUANT TO § 1125 OF THE BANKRUPTCY CODE IN CONNECTION WITH THE SOLICITATION OF VOTES TO ACCEPT THE PLAN PROPOSED BY THE DEBTORS.

IF YOU ARE ENTITLED TO VOTE ON THE PLAN, YOU ARE RECEIVING A BALLOT WITH YOUR NOTICE OF THIS DISCLOSURE STATEMENT. THE DEBTORS URGE YOU TO VOTE TO ACCEPT THE PLAN.

EACH HOLDER OF A CLAIM AGAINST THE DEBTORS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN SHOULD READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING. NO SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN MAY BE MADE EXCEPT PURSUANT TO THIS DISCLOSURE STATEMENT AND BANKRUPTCY CODE § 1125. NO HOLDER OF A CLAIM SHOULD RELY ON ANY INFORMATION RELATING TO THE DEBTORS, THEIR PROPERTY, OR THE PLAN OTHER THAN THAT CONTAINED IN THIS DISCLOSURE STATEMENT AND THE ATTACHED EXHIBITS.

THIS DISCLOSURE STATEMENT IS THE ONLY DOCUMENT AUTHORIZED BY THE BANKRUPTCY COURT TO BE USED IN CONNECTION WITH THE PLAN. NO SOLICITATIONS FOR OR AGAINST THE PLAN MAY BE MADE EXCEPT THROUGH THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT CONTAINS A SUMMARY OF CERTAIN PROVISIONS OF THE PLAN. ALTHOUGH THE DEBTORS HAVE MADE EVERY EFFORT TO ENSURE THAT THIS SUMMARY PROVIDES ADEQUATE INFORMATION WITH

RESPECT TO THE PLAN, IT DOES NOT PURPORT TO BE COMPLETE AND IS QUALIFIED TO THE EXTENT IT DOES NOT SET FORTH THE ENTIRE TEXT OF THE PLAN. IF THERE IS ANY INCONSISTENCY BETWEEN THE PLAN AND THE SUMMARY OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT, THE PLAN SHALL CONTROL. ACCORDINGLY, EACH HOLDER OF A CLAIM SHOULD REVIEW THE PLAN IN ITS ENTIRETY.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH BANKRUPTCY CODE § 1125 AND BANKRUPTCY RULE 3016, AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW OR OTHER APPLICABLE NON-BANKRUPTCY LAW. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING CLAIMS AGAINST THE DEBTORS SHOULD EVALUATE THIS DISCLOSURE STATEMENT AND THE PLAN IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED. THIS DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE REORGANIZATION OR LIQUIDATION OF THE DEBTORS AS TO HOLDERS OF CLAIMS AGAINST THE DEBTORS. NO PERSON OR ENTITY SHOULD RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS DISCLOSURE STATEMENT OR THE PLAN, INCLUDING IN CONNECTION WITH ANY PURCHASE OR SALE OF THE DEBTORS' SECURITIES PRIOR TO THE CONFIRMATION OF THE PLAN BY THE BANKRUPTCY COURT.

IRS CIRCULAR 230 NOTICE: TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, HOLDERS OF CLAIMS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY HOLDERS OF CLAIMS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING BY THE DEBTORS OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND

(C) HOLDERS OF CLAIMS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. NEITHER THIS DISCLOSURE STATEMENT NOR THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY STATE OR JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

THIS DISCLOSURE STATEMENT MAY CONTAIN "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS.

HOLDERS OF CLAIMS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE SOLICITATION, THE PLAN, AND THE TRANSACTIONS CONTEMPLATED THEREBY.

HOLDERS OF CLAIMS AND OTHER THIRD PARTIES SHOULD BE AWARE THAT THE PLAN CONTAINS INJUNCTIONS AND RELEASES THAT MAY MATERIALLY AFFECT THEIR RIGHTS.

ALL OF THE PROJECTED RECOVERIES TO CREDITORS ARE BASED UPON THE ANALYSES PERFORMED BY THE DEBTORS AND THEIR PROFESSIONALS. ALTHOUGH THE DEBTORS HAVE MADE EVERY EFFORT TO VERIFY THE ACCURACY OF THE INFORMATION PRESENTED HEREIN AND IN THE EXHIBITS ATTACHED HERETO, THE DEBTORS CANNOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE INFORMATION.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS THE DEBTORS' STATEMENT OF THE STATUS OF THE RESPECTIVE MATTER.

THE DEBTORS RECOMMEND THAT CREDITORS SUPPORT AND VOTE TO ACCEPT THE PLAN. IT IS THE OPINION OF THE DEBTORS THAT THE TREATMENT OF CREDITORS UNDER THE PLAN CONTEMPLATES A GREATER RECOVERY THAN THAT WHICH IS LIKELY TO BE ACHIEVED UNDER OTHER ALTERNATIVES FOR THE REORGANIZATION OR LIQUIDATION OF THE DEBTORS. ACCORDINGLY, THE PLAN PROPONENTS BELIEVE THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTERESTS OF CREDITORS.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS _____, 2025, UNLESS EXTENDED BY ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA. YOUR VOTE ON THE PLAN IS IMPORTANT.

I.

INTRODUCTION

The Debtors submit this disclosure statement (the "Disclosure Statement") pursuant to 1125 of the Bankruptcy Code in connection with the solicitation of votes to accept or reject their Chapter 11 Plan of Liquidation, a copy of which is attached hereto as Exhibit A (the "Plan"). The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. To the extent that the information provided in this Disclosure Statement and the Plan (including any Plan supplements or amendments) conflict, the terms of the Plan (including any Plan supplements or amendments) will control. Terms not otherwise specifically defined herein will have the meanings attributed to them in the Plan. Each definition in this Disclosure Statement and in the Plan includes both the singular and plural. Headings are for convenience or reference and shall not affect the meaning or interpretation of this Disclosure Statement.

At a hearing on _____, 2025, the Court approved this Disclosure Statement as containing "adequate information" in accordance with § 1125(b) of the Bankruptcy Code to enable a hypothetical, reasonable investor typical of claimholders in a Class of Claims entitled to vote as set forth in the Plan to make an informed judgment about whether to accept or reject the Plan.

A hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held on _____, 2025 at __:_00 _.m., before the Honorable Scott C. Clarkson, United States Bankruptcy Judge, at the Bankruptcy Court, 411 West Fourth Street, Courtroom 5C, Santa Ana, CA 92701-4593. At the Confirmation Hearing, the Bankruptcy Court will consider whether the Plan satisfies the various requirements for confirmation under the Bankruptcy Code.

The Bankruptcy Court has directed that objections (together with all evidence and declarations), if any, to confirmation of the Plan must be filed and served so they are received on or before _____, 2025, in the manner described in section V.C. of this Disclosure Statement. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

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The following documents are attached as Exhibits to this Disclosure Statement:

Exhibit A: The Plan

Exhibit B: Liquidation Analysis

Voting instructions are contained in section VI.B. of this Disclosure Statement, as well as on the ballot you received in connection with this Disclosure Statement. To be counted, your original ballot must be actually received on _____, 2025.

If your ballot is not timely received, it may not be counted in determining whether the Plan has been accepted. You are urged to carefully review the contents of the Plan and Disclosure Statement, including all exhibits attached thereto, before making your decision to vote to accept or reject the Plan. Pursuant to the provisions of the Bankruptcy Code, only holders of Allowed Claims in Classes of Claims that are "impaired" (as defined in section V.B. of this Disclosure Statement) and not deemed to have rejected the Plan are entitled to vote to accept or reject the Plan. Particular attention should be directed to the provisions of the Plan affecting or impairing your rights as they may presently exist, including, but not limited to, the provisions which provide for injunctions and releases.

This Disclosure Statement is intended to provide adequate information of a kind, and in sufficient detail, to enable the Debtors' creditors to make an informed judgment about the Plan, including whether to accept or reject the Plan. This Disclosure Statement sets forth certain information regarding (i) the Debtors' prepetition operating and financial history; (ii) the Debtors' need to file for relief under Chapter 11 of the Bankruptcy Code; (iii) significant events that have occurred during the Debtors' Chapter 11 Case; (iv) the terms of the Plan; (v) the manner in which distributions will be made under the Plan; (vi) certain effects of confirmation of the Plan; (vii) certain risk factors associated with the Plan; and (viii) the confirmation process and the voting procedures that Holders of Claims entitled to vote under the Plan must follow for their votes to be counted.

This Disclosure Statement was approved by the Bankruptcy Court as containing information of a kind, and in sufficient detail, adequate to enable a hypothetical, reasonable investor typical of each of the Classes whose votes are being solicited to make an informed

judgment with respect to the Plan. THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A DETERMINATION WITH RESPECT TO THE MERITS OF THE PLAN. ALL CREDITORS ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND ITS EXHIBITS CAREFULLY AND IN THEIR ENTIRETY BEFORE DECIDING TO VOTE TO ACCEPT OR REJECT THE PLAN.

II.

DESCRIPTION OF THE DEBTORS' BUSINESS AND REASONS FOR THE DEBTORS' CHAPTER 11 FILING

A. CPMG

CPMG was incorporated in California and founded in November 1998 by Dr. Gregg DeNicola. CPMG is a multi-specialty medical group with a wrap-around staff model and was among the largest remaining doctor-owned medical practices in the Orange County service area. CPMG provided medical care at its offices in Irvine, Laguna Beach, and Yorba Linda. Additionally, CPMG operated various urgent care facilities in Orange County under the trade name PDQ Urgent Care and More.

CPMG's medical staff model-count included 60 licensed providers, consisting of 42 employed primary care and multi-specialty physicians plus 18 contracted providers. Additionally, CPMG employed approximately 125 clinical and non-clinical staff involved in day-to-day operations at its various medical offices. Among all office locations, CPMG's medical staff provided 125,000 – 130,000 patient visits annually.

B. The Impact of the COVID-19 Pandemic

The COVID pandemic strained CPMG's financial condition as its costs increased while its revenue decreased. First, when businesses across the nation closed, CPMG remained open, expanding its hours of operation to meet the critical care needs of the Orange County community. The heavy staffing demands associated with CPMG's expanded hours could only be met by increasing wages. In the aggregate, CPMG's labor costs increased by approximately 20%.

Concurrently, CPMG's revenue declined for various reasons. For example, the number of medical procedures and surgeries performed by CPMG's medical staff decreased significantly.

Further, a significant number of CPMG's patients transitioned to telehealth visits for less acute care, with such telehealth visits having lower reimbursement rates than in-person visits. This combination of increased costs and reduced revenue resulted in losses beginning in calendar year 2021 and continued each year thereafter.

C. Additional Financial Difficulties

Two other events occurred in late 2022 that negatively impacted CPMG's financial condition. First, a short-term cash crunch arose in early November 2022. After spending significant time courting a potential buyer, and with a sale transaction scheduled to close shortly thereafter, the buyer abruptly terminated the transaction. Shortly thereafter, in connection with the renewal of CPMG's contract with the insurance company used by the majority of its patients for payment of CPMG's medical services, the payment terms were altered significantly. As a result, CPMG's revenue decreased by approximately $350,000 per month.

D. Mitigation Efforts

Throughout 2022, CPMG was actively taking steps to mitigate future losses. The two events in November 2022 described above created a financial tsunami for CPMG. Thus, in 2023, CPMG's loss mitigation efforts intensified. CPMG laid off employees, which reduced its monthly labor costs by $140,000. Through consistent cost-cutting and simultaneous efforts to grow revenue, CPMG reduced its operating losses from $240,000 per month at the beginning of 2023 to $150,000 per month by the end of the year.

CPMG's mitigation efforts in 2023 included seeking outside investments and exploring sale or merger opportunities. To that end, in July 2023, Caduceus Medical Services, LLC ("CMS") was formed to act as a management services company and was intended to provide all the non-clinical business support required by CPMG. Additionally, a long-term management agreement between CPMG and CMS was signed. With this structure in place, the Debtors' access to investment funding and potential sale transactions increased significantly as the formation of CMS allowed the Debtors access to funding from people and entities not holding a medical license.

Debtors' pursuit of funding or a sale transaction generated significant interest from parties with active medical practices in Orange County. However, to ensure that Debtors were prepared for a sale transaction, the chapter 11 cases were filed.

III.

THE CHAPTER 11 CASE

The foregoing events and conditions affecting the Debtors' cash flow, among others, resulted in the decline in the Debtors' financial condition and led to the filing of the Case.

A. Significant Events During the Bankruptcy Case

1. Bankruptcy Filing and Joint Administration

On August 1, 2025 (the "Petition Date"), the Debtors filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"). Since the Petition Date, the Debtors have remained in possession of their assets, and managed their business as debtors-in-possession, pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

No committee of unsecured creditors pursuant was appointed by the United States Trustee (U.S. Trustee").

2. Joint Administration

On the Petition Date, as Dk. No. 2, Debtors filed the Ex Parte Motion for Joint Administration Pursuant to 11 U.S.C. § 105(a), Federal Rule of Bankruptcy Procedure 1015, and Local Bankruptcy Rule 9013-1(Q) ("Joint Administration Motion"). In the Joint Administration Motion, Debtors sought an order to jointly administer both cases under case number 8:24-bk-11945-SC, to foster efficiency, reduce administrative fees and costs, and preserve the time and resources of Debtors, the Court, and other parties in interest. On August 5, 2024, as Dk. No. 5, the Court entered an order granting the Joint Administration Motion.

3. The Employment of Professionals

During the course of the Chapter 11 Case, the Court approved the employment of the following professionals:

1. Marshack Hays Wood LLP, as general bankruptcy and restructuring counsel for the Debtors, application filed on August 20, 2024, as Dk. No. 56, employment order entered on September 11, 2024, as Dk. No. 93;

2. Howard B. Grobstein of Grobstein Teeple, LLP, as the Debtors' chief restructuring officer, application filed on August 30, 2024, as Dk. No. 75, employment order entered on November 18, 2024, as Dk. No. 160;

3. ArentFox Schiff LLP, as the Debtors' special healthcare counsel, application filed on September 12, 2024, as Dk. No., employment order entered on October 10, 2024, as Dk. No. 129;

4. CAPATA, as accountants for the Debtors, application filed on October 3, 2024, as Dk. No. 118, employment order entered on October 25, 2024, as Dk. No. 138; and

5. Stretto, Inc., as claims and noticing agent, application filed on October 31, 2024, as Dk. No. 148, employment order entered on November 25, 2024, as Dk. No. 169.

4. Appointment of Patient Care Ombudsman

On August 16, 2024, as Dk. No. 53, the United States Trustee and Debtors entered into a stipulation regarding the appointment of a patient care ombudsman ("PCO Stipulation").

On August 19, 2024, as Dk. No. 55, the Court entered an order ordering that the United States Trustee appoint a patient care ombudsman.

On August 20, 2024, as Dk. No. 58, the United States Trustee appointed a Stanley Otake as the patient care ombudsman ("PCO").

On August 22, 2024, as Dk. No. 61, Stanley Otake filed the Notice of Acceptance as PCO.

On September 3, 2024, as Dk. No. 80, February 12, 2025, as Dk. No. 218, April 16, 2025, as Dk. No. 309, and June 18, 2025, as Dk. No. 364, the PCO filed his interim reports to the Court.

5. Appointment of Consumer Privacy Ombudsman

On February 11, 2025, as Dk. No. 216, the United States Trustee and Debtors entered into a stipulation regarding the appointment of a consumer privacy ombudsman ("CPO Stipulation").

On February 12, 2025, as Dk. No. 220, the Court entered an order ordering that the United States Trustee appoint a consumer privacy ombudsman.

On February 19, 2025, as Dk. No. 231, the United States Trustee appointed Lucy L. Thomson as the consumer privacy ombudsman ("CPO").

The Court approved the appointment on February 20, 2025, as DK No. 237.

On March 18, 2025, as Dk. No. 280, the CPO filed her Report to the Court.

6. The Debtors' Sale Process

On February 5, 2025, as Dk. No. 211, the Debtors' filed a motion for approval of sale and bidding procedures for sale of certain tangible and intangible assets ("Purchased Assets"), used in connection with Debtors' medical practices operated at the Debtors' clinic located at 18200 Yorba Linda Boulevard, Suite 111, Yorba Linda, California 92886 (the "Clinic," and the medical practices operated at the Clinic referred to herein as the "Business") ("Bid Procedure Motion"). Through the Bid Procedure Motion, the Debtors' set forth the schedule for the marketing, and sale of the Debtors' assets. On February 12, 2025, the Court entered an order approving the Bid Procedure Motion ("Bid Procedures Order").

On February 26, 2025, as Dk. No. 248, the Debtors filed a motion to approve the sale under the Bid Procedures Order ("Sale Motion"), and thereafter, on April 4, 2025, the Court entered an order approving the Sale Motion ("Sale Order").

Pursuant to the Sale Order, the Purchased Assets (as defined in the Sale Motion and Sale Order) were to be sold to Regal Medical Group, Inc. ("Buyer"). However, as disclosed at the hearing on the Sale Motion, the underlying asset purchase agreement had a contingency whereby the Buyer and the landlord for the Yorba Linda Property ("YL Landlord") had to come to terms on a lease as a condition precedent to closing. Unfortunately, the Buyer and the YL Landlord were unable to come to an agreement, and the Buyer informed the Debtors that they were terminating the sale contemplated in the stalking horse asset purchase agreement, Sale Motion, and Sale Order.

Fortunately, the Debtors anticipated this issue and through the Sale Order the Court authorized that "[i]f Buyer fails to consummate the Sale on the terms set forth in the [stalking horse] APA, then Debtors are authorized to consummate a transaction with the Back-up Bidder."

On May 7, 2025, as Dk. No. 331, the Court entered an amended Sale Order with Anchor Medical Group, P.C. ("Anchor Medical") and Anchor Medical Management, Inc. ("Anchor

Management" and collectively with Anchor Medical, "Anchor") as the back-up bidder ("Amended Sale Order") and attaching the Asset Purchase Agreement by and among Caduceus Medical Services, LLC and Caduceus Physicians Medical Group, as Sellers, and Anchor Medical Group, P.C., and Anchor Medical Management, Inc., as Buyers, dated May 6, 2025 ("APA") and the accompanying Interim Administrative Services Agreement ("ASA").

Since the entry of the Amended Sale Order, the sale contemplated therein successfully closed to Anchor.

7. Potential Assets

The assets of the Estates include the Debtors Cash on hand as of the Effective Date, which will be transferred to the Liquidating Trust as of the Effective Date, proceeds from the investment of such Cash, the Debtors' employee retention credit ("ERC"), and any Causes of Action and Avoidance Actions.

The Debtors believe that there are no remaining Secured Claims in this Case. All remaining assets are unencumbered and available for distribution to Holders of Allowed Administrative Expense Claims and Claims in the order of their priority.

8. Potential Causes of Action and Avoidance Actions

Except as otherwise provided in the Plan, each Cause of Action held by the Debtors and the Estates shall be preserved and, along with the exclusive right to enforce such Cause of Action, shall vest on the Effective Date exclusively in the Liquidating Trustee, on behalf of the Liquidating Trust. Unless a Cause of Action is expressly waived, relinquished, released or compromised in the Plan or an order of the Court, the Liquidating Trustee expressly reserves such Cause of Action for later adjudication and, accordingly, no doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), laches or other preclusion doctrine shall apply to such Cause of Action as a consequence of the Confirmation, the Plan, the vesting of such Cause of Action in the Liquidating Trustee on behalf of the Liquidating Trust, any order of the Court or this Case.

No Person or Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against such Person or Entity as any indication that the Liquidating Trustee will not pursue such Cause of Action.

This Disclosure Statement constitutes notice to any party in interest of the intent to pursue any and all such causes of action to judgment and collection, and that the proceeds of all such causes of action are essential to the Plan.

9. Establishment of Bar Dates

The Court set a deadline of November 25, 2024, as the last day for the filing of proofs of claim in this case for all Claims against the Debtors arising prior to the Petition Date (including any claims arising under § 503(b)(9) of the Bankruptcy Code) (the "General Bar Date"), except for claims by Governmental Units. The bar date for Governmental Claims was January 28, 2025, 180 days after the Petition Date (the "Governmental Bar Date," and together with the General Bar Date, the "Bar Dates").

Any Claims required to be filed before the Bar Dates that were not timely filed are forever barred from assertion against the Debtors, the Estates or property thereof, and/or the Liquidating Trust or Liquidating Trust Assets, and the holder of such Claim is not entitled to vote on the Plan or to participate in any distribution in this case.

The Plan provides that the deadline for filing any Administrative Expense Claims is 30 calendar days after the Effective Date. Notwithstanding the fact that a Creditor may have provided goods or services to the Debtors and such Claim may be entitled to administrative expense status or listed on the Debtors' books and records, the Plan expressly provides that only Creditors who timely filed motion requesting allowance of the Claim and such Claim becomes Allowed will be entitled to participate in any distribution as Holders of Administrative Expense Claims in this Case.

IV.

SUMMARY OF THE PLAN

THIS SECTION PROVIDES A SUMMARY OF THE STRUCTURE, CLASSIFICATION, TREATMENT AND IMPLEMENTATION OF THE PLAN, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN, WHICH IS ATTACHED TO THIS

DISCLOSURE STATEMENT AS EXHIBIT A. THIS SUMMARY DOES NOT PURPORT TO BE COMPLETE, AND CREDITORS ARE URGED TO READ THE PLAN IN FULL.

The Claims against the Debtors are divided into Classes according to their seniority and other criteria. The Classes of Claims for the Debtors and the funds and other property to be distributed under the Plan are described more fully below.

A. Introduction

Pursuant to the Plan, the Debtors propose an orderly liquidation of their remaining assets. The Plan provides for the transfer all assets of the Debtors' Estates into a Liquidating Trust that will be administered by the Liquidating Trustee. The Liquidating Trustee will be responsible for administering and liquidating the assets, including the pursuit and resolution of any Causes of Action, and making distributions to creditors in accordance with the terms of the Plan and in accordance with the distributive priorities of the Bankruptcy Code and the Plan. The Debtors' assets will be transferred to the Liquidating Trust on the Effective Date of the Plan.

B. Voting Procedures and Confirmation Requirements

1. Ballots and Voting Deadlines

Accompanying this Disclosure Statement is a Ballot for acceptance or rejection of the Plan. The Bankruptcy Court has directed that, to be counted for voting purposes, Ballots for the acceptance or rejection of the Plan must be received by Debtors' counsel, Marshack Hays Wood LLP, Attn: David A. Wood, 870 Roosevelt, Irvine, CA 92620, by _____, 2025 (the "Voting Deadline"). Ballots not actually received by the Voting Deadline may not be counted, and Ballots that do not indicate either an acceptance or rejection of the Plan will be deemed to constitute an acceptance of the Plan. If you have any questions regarding the procedure for voting, please contact:

DAVID A. WOOD
AARON DE LEEST
MARSHACK HAYS WOOD LLP
870 Roosevelt, Irvine, California 92620
dwood@marshackhays.com
949-333-7777

Correspondence sent by hand delivery or overnight mail should be sent to the address provided above.

It is important for all creditors that are entitled to vote on the Plan to exercise their right to vote to accept or reject the Plan. Even if you do not vote to accept the Plan, you may be bound by the Plan if it is accepted by the requisite Holders of Claims and confirmed by the Bankruptcy Court.

2. Parties in Interest Entitled to Vote

Pursuant to the provisions of the Bankruptcy Code, only Holders of Allowed Claims in Classes of Claims that are "impaired" (see subsection below) and not deemed to have rejected the Plan are entitled to vote to accept or reject the Plan. In addition, any Claim to which an objection has been filed is not entitled to vote unless the Bankruptcy Court, upon application of the Holder of the Claim, temporarily allows the Claim in an amount that it deems proper for the purpose of accepting or rejecting the Plan. Any such application must be heard and determined by the Bankruptcy Court on or before the Voting Deadline. A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that the vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

3. Definition of Impairment

Pursuant to § 1124 of the Bankruptcy Code, a class of claims is impaired under a plan unless, with respect to each claim of such class, the plan:

> (1) leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder of such claim or interest; or
>
> (2) notwithstanding any contractual provision or applicable law that entitles the holder of such claim or interest to demand or receive accelerated payment of such claim or interest after the occurrence of a default—
>
> (A) cures any such default that occurred before or after the commencement of the case under this title, other than a default of a kind specified in section 365(b)(2) of this title or of a kind that section 365(b)(2) expressly does not require to be cured;
>
> (B) reinstates the maturity of such claim or interest as such maturity existed before such default;

> (C) compensates the holder of such claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law;
>
> (D) if such claim or such interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensates the holder of such claim or such interest (other than the debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and
>
> (E) does not otherwise alter the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest.

The following Classes are impaired under the Plan and not deemed to have rejected the Plan and are thus entitled to vote:

1. Class 1 (General Unsecured Claims).
2. Class 2 (Interests – CPMG)
3. Class 3 (Interest – CMS)

C. Confirmation Procedure

1. Confirmation Hearing

A hearing before the Honorable Scott A. Clarkson, United States Bankruptcy Judge, has been scheduled for _____, 2025 at __:_0 _.m., at the Bankruptcy Court, 411 West Fourth Street, Courtroom 5C, Santa Ana, California 92701-4593, to consider confirmation of the Plan (the "Confirmation Hearing"). The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing.

2. Procedure for Objections

Any objection to confirmation of the Plan must be made in writing and specify in detail the name and address of the objector, all grounds for the objection (together with all evidence and supporting declarations) and the amount of the Claim held by the objector. Any such objection must be filed with the Bankruptcy Court and served on counsel for the Debtors and all parties who have filed a notice of appearance by _____, 2025. Unless an objection is timely filed and served, it may not be considered by the Bankruptcy Court.

3. Requirements for Confirmation

The Bankruptcy Court will confirm the Plan only if it meets all the requirements of § 1129 of the Bankruptcy Code. Among the requirements for confirmation are that the Plan be: (a) accepted by all impaired classes of Claims that are entitled to vote or, if rejected by an impaired Class, that the Plan "does not discriminate unfairly" against and is "fair and equitable" with respect to such Class; (b) feasible; and (c) in the "best interests" of creditors impaired under the Plan that have not voted to accept the Plan. The Bankruptcy Court also must find that:

1. the Plan has classified Claims in a permissible manner;

2. the Plan complies with the technical requirements of Chapter 11 of the Bankruptcy Code; and

3. the Plan has been proposed in good faith.

4. Voting and Acceptance of the Plan

As a condition to confirmation of the Plan, the Bankruptcy Code requires each Class of "impaired" Claims entitled to vote on the Plan to vote to accept the Plan. The Bankruptcy Code defines acceptance of a plan by a class of creditors as acceptance by holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) number of those claims in that class actually voting. Holders of Claims who fail to vote will not be counted as either accepting or rejecting the Plan. A vote, moreover, may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that it was not made or solicited in good faith.

Classes of Claims that are not "impaired" under the Plan are conclusively presumed to have accepted the Plan and, therefore, are not entitled to vote. Classes of Claims that receive no distribution under the Plan are conclusively presumed to have rejected the Plan and are not entitled to vote.

5. Best Interests Test

The "best interests" of impaired creditors test requires that each Holder of a Claim that has not voted to accept the Plan and belongs to an impaired Class receive or retain under the Plan property of a value that is not less than the value such Holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code. To determine what members of each

impaired Class of Claims would receive if the Debtors were liquidated, the Bankruptcy Court must determine the dollar amount that a liquidation of the Debtors' assets would generate in the context of a Chapter 7 liquidation. The amount available for satisfaction of Claims would consist of the proceeds resulting from the liquidation, reduced by the Claims of secured creditors (of which there are none) to the extent of the value of their collateral, and the costs and expenses of the liquidation.

Because the Plan is a plan of liquidation, each Class of Creditors will receive substantially the same treatment it would receive if the Debtors' assets were liquidated pursuant to Chapter 7 of the Bankruptcy Code, except that the Estates will neither be taxed with the additional expenses and commissions of a Chapter 7 trustee nor delayed by such a trustee's appointment and need to become familiar with this case. Attached as Exhibit B is a liquidation analysis prepared by the Debtors' CRO, reflecting a greater distribution to creditors pursuant to the Plan than creditors would receive in a hypothetical Chapter 7 liquidation. Accordingly, the Plan Proponents believe the Plan satisfies the "best interests" of impaired creditors test.

6. The Feasibility Test

The "feasibility" test requires the Bankruptcy Court to find that confirmation of the Plan is not likely to be followed by the liquidation or the need for further reorganization of the Debtors. Substantially all of the Debtors' assets have been sold, and the Plan provides for the orderly liquidation of the Debtors' assets. Thus, confirmation of the Plan will not be followed by a liquidation (other than the orderly liquidation provided for in the Plan) or further reorganization.

7. Unfair Discrimination and the Fair and Equitable Test

If any impaired Class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan despite such non-acceptance under the "cram down" provisions set forth in § 1129(b) of the Bankruptcy Code. To obtain a confirmation under those circumstances, the Debtors must show, among other things, that the Plan "does not discriminate unfairly" against and is "fair and equitable" with respect to each impaired Class of Claims that has rejected the plan.

Under § 1129(b) of the Bankruptcy Code, a plan is "fair and equitable" to a class of claims or equity interests if, among other things, the plan provides: (i) with respect to secured claims, that each holder of a claim included in the rejecting class will receive or retain on account of its claim

property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; and (ii) with respect to unsecured claims and equity interest, that the holder of any claim or equity interest that is junior to the claims or equity interest of such class will not receive or retain on account of such junior claim or equity interest any property at all unless the senior class is paid in full. A plan does not discriminate unfairly if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are similar to those of the dissenting class and if no class receives more than it is entitled to receive on account of its claim or interest.

8. Other Requirements of Section 1129

The Debtors believe that the Plan meets all the other technical requirements of § 1129 of the Bankruptcy Code, including that the Plan has been proposed in good faith.

D. Classification of Claims and Interests

1. Classification of Claims

Section 1122 of the Bankruptcy Code requires the Plan to place a Claim in a particular Class only if such Claim is substantially similar to the other Claims in that Class. The Debtors believe the Plan's classifications place substantially similar Claims in the same Class and thus meet the requirements of § 1122 of the Bankruptcy Code.

The Plan classifies Claims into three (3) Classes: Class 1 consisting of General Unsecured Claims; Class 2 consisting of the CPMG Interests, and Class 3 consisting of the CMS Interests. For each Class, the Plan states whether the Claims are Impaired (Classes 1, 2, and 3) or not Impaired (no Classes) and how the Holders of the Claims will be treated under the Plan. The Classes and proposed treatment of Allowed Claims of each Class under the Plan are summarized and described below. After Confirmation, and upon the occurrence of the Effective Date, the Plan binds the Debtors and all creditors, whether or not those creditors have accepted the Plan.

2. Unclassified Claims

Pursuant to § 1123(a)(1) of the Bankruptcy Code, Claims of a kind specified in §§ 507(a)(2) or (8) of the Bankruptcy Code are not to be designated in a class. Thus, Administrative Expense

Claims and Priority Tax Claims against the Debtors, as well as statutory fees under 28 U.S.C. § 1930, are treated separately under the Plan as unclassified Claims.

(a) Administrative Expense Claims

Administrative expenses are Claims for fees, costs or expenses of administering the Debtors' Chapter 11 Case that are allowed under § 503(b) of the Bankruptcy Code, including all professional compensation requests pursuant to §§ 330 and 331 of the Bankruptcy Code. Administrative Expense Claims are estimated to be $0, not including Professional Fee Claims.

i. U.S. Trustee Fees

The Plan provides that all fees due and payable pursuant to § 1930 of Title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors on or before the Effective Date. All fees payable pursuant to § 1930 of Title 28 of the United States Code after the Effective Date shall be paid by the Liquidating Trustee when due and payable.

ii. Professional Fee Claims

The Plan provides that all Professionals seeking payment of Professional Fee Claims shall file their respective final fee application or motion requesting allowance of the Claim on or before the Administrative Expense Bar Date (i.e., 30 days after the Effective Date). Notice of the hearing on the fee application or motion for a Professional Fee Claim shall be given in accordance with Local Rule 2016-1(c), on not less than 21 days' notice. The Liquidating Trustee or any other party in interest may File an objection to the application or motion within the time provided by the Local Rules, or within any other period that the Court establishes. A Professional Fee Claim will be Allowed only if: (1) on or before the Administrative Expense Claim Bar Date the Holder of the Claim Files with the Court a final fee application or a motion requesting allowance of the Claim; and (2) the Court subsequently enters an order allowing the Claim. All Professional Fee Claims shall be treated as Administrative Expense Claims as set forth in section V.A.2 of the Plan. Unless otherwise agreed by the Holder of an Allowed Professional Fee Claim, an Allowed Professional Fee Claim shall be paid in the full Allowed amount of such Claim in Cash on or before 10 Business Days after the date on which the Court enters an order determining such Claim to be an Allowed Professional Fee Claim.

The following chart lists all the Debtor's §507(a)(2) unpaid administrative claims and their treatment under the Plan:

Description	Estimated Amount Owed[1]	Treatment
Clerk's Office Fees	$0.00[2]	Paid in full on or before the Effective Date.
Office of the United States Trustee Quarterly Fees	$0.00	Paid in full.
Ordinary-Course Administrative Claims	$0.00	Unless the Debtors object to the ordinary-course administrative claim, the claim will be allowed in accordance with the terms and conditions of the particular transaction giving rise to the ordinary-course administrative claim, and the person holding the ordinary-course administrative claim need not file any request for payment of its claim and will be paid in the ordinary course of business.
Non-Ordinary Course Administrative Claim	$0.00	To the extent that any non-ordinary course administrative claims are allowed, they will be paid in full by the Debtors on the later of the Effective Date or immediately after the Court enters a final order allowing the non-ordinary course administrative claim.
Administrative Tax Claim	$0.00	Unless the Debtors object to an administrative tax claim or otherwise disputes the administrative tax claim in accordance with applicable law, the claim will be allowed in accordance with the terms and conditions of the particular transaction that gave rise to the administrative tax claim, and the person holding the administrative tax claim need not file any request for payment of its claim. Any allowed administrative tax claim will be paid in the ordinary course of business, currently and timely as they are incurred and billed, unless the Debtors

[1] The estimate of professional fee claims in this chart is only an estimate and may change based upon the legal or financial services required during this Case and upon what the Court ultimately awards to professionals. The Estate remains liable for all allowed professional fees and costs regardless of the estimates. These amounts are in addition to what the professionals have been paid on an interim basis.

[2] The Debtors have not commenced any adversary proceedings or filed any motions for which any fee would be due at the conclusion of the case.

		object to or otherwise disputes such administrative tax claim in accordance with applicable law. In an event of default, and to the extent such administrative tax claim is also secured, the payment thereof will include all costs, fees, charges and interest, if applicable, as required under 11 U.S.C. §§ 506(b) and 511, and applicable non-bankruptcy law.
Marshack Hays Wood LLP ("MHW")	$275,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. MHW anticipates and understands that it will be paid through the ERC funds.
Grobstein Teeple LLP ("CRO")	$350,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. CRO anticipates and understands that it will be paid through the ERC funds.
ArentFox Schiff LLP ("ArentFox")	$125,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. ArentFox anticipates and understands that it will be paid through the ERC funds.
Stretto, Inc. Claims Noticing Agent	$75,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. Stretto anticipates and understands that it will be paid through the ERC funds.
CAPATA Accountant for Debtors	$50,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. Accountant anticipates and understands that it will be paid through the ERC funds.
Stanley Otake Patient Care Ombudsman ("PCO")	$7,455 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. PCO anticipates and understands that it will be paid through the ERC funds.

Lucy L. Thomson Consumer Privacy Ombudsman ("CPO")	$24,900 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. CPO anticipates and understands that it will be paid through the ERC funds.
TOTAL	$907,355	

iii. Other Administrative Expense Claims

The Plan provides that Holders of Other Administrative Expense Claims will be allowed only if: (1) on or before the Administrative Expense Bar Date (i.e., 30 days after the Effective Date), the Holder of the Claim Files with the Court a final fee application or a motion requesting allowance of the Claim; and (2) the Court subsequently enters an order allowing the Claim. Unless otherwise agreed by the Holder of an Other Administrative Expense Claim, an Allowed Other Administrative Expense Claim shall be paid in the full Allowed amount of such Claim in Cash on or before 10 Business Days after the date any order determining such Claim to be an Allowed Other Administrative Expense Claim becomes a Final Order.

iv. Priority Tax Claims

The Plan provides that a Priority Tax Claim shall be Allowed only if it satisfies the definitional requirements of an Allowed Claim. Unless otherwise agreed by the Holder of a Priority Tax Claim, an Allowed Priority Tax Claim shall be paid in the full Allowed amount of such Claim, plus interest at the Legal Rate, on or before the first day of the first full calendar quarter after the Claims Objection Deadline. Notwithstanding the foregoing, if an objection to a Priority Tax Claim is timely Filed, an Allowed Priority Tax Claim shall be paid in the full Allowed amount of such Claim on or before 10 Business Days after the date any order determining such Claim to be an Allowed Priority Tax Claim becomes a Final Order.

3. Classified Claims

The following describes the Plan's classification of those Claims against the Debtors required to be classified under the Bankruptcy Code:

(a) Class 1

Class 1 consists of General Unsecured Claims, including the unsecured deficiency claims of Despierta LLC, Austin Business Finance LLC dba Backd, LendSpark Corporation, and Rise Health Services, Inc. Entities known or believed by the Debtors to hold or otherwise assert Class 1 Claims are identified in Exhibit 2 to the Plan. Allowed Class 1 Claims will be transferred to the Liquidating Trust. Unless otherwise agreed by the Holder of a Class 1 Claim, each Holder of a Class 1 Claim will be paid pro rata from funds received by the Liquidating Trust after payment of U.S. Trustee Fees, Professional Fee Claims, Other Administrative Expense Claims, Priority Tax Claims, and the expense of administration of the Liquidating Trust.

Class 1 is Impaired. Therefore, Holders of Class 1 Claims are entitled to vote to accept or reject the Plan.

(b) Class 2

Class 2 consists of Interests in CPMG. The Holder of an Interest in CPMG is (1) Dr. Michael Hall (who owns 50.0% of the company); (2) Dr. Dennis Ponzio (who owns 41.38% of the company); and (3) Dr. Thomas Parsa (who owns 8.62% of the company). *See* SOFA, Dk. No. 81, pg. 286-287. On the Effective Date, all Interests in CPMG shall be cancelled, annulled, and extinguished and of no further force or effect without any further action by any party. Holders of Class 2 Interests are not entitled to vote to accept or reject the Plan because they are deemed to have rejected the Plan because Class 2 will not receive or retain any property under the Plan on account of Class 2 Interests in CPMG. Class 2 is Impaired.

(c) Class 3

Class 3 consists of Interests in CMS. The only Holder of an Interest in CMS is CPMG.

On the Effective Date, all Interests in CMS shall be cancelled, annulled, and extinguished and of no further force or effect without any further action by any party. Holders of Class 3 Interests are not entitled to vote to accept or reject the Plan because they are deemed to have rejected the Plan because Class 3 will not receive or retain any property under the Plan on account of Class 3 Interests in the Debtors. Class 2 is Impaired.

4. Objections to Claims

Procedures for objections to Claims, other than Professional Fee Claims, are set forth in section IX.A of the Plan. Any objection to a Claim, other than a Professional Fee Claim, shall be Filed and served upon the Holder of such Claim on or before the Claims Objection Deadline. Any Claim to which an objection remains pending on the Claims Objection Deadline, shall be deemed a Disputed Claim until the Claim is Allowed or disallowed by a Final Order. Procedures for objections to Professional Fee Claims are set forth in section V.A.2 of the Plan.

E. Estimated Potential Recoveries for Impaired Classes of Claims

The estimated potential recovery to holders of Allowed Claims in the Classes of Impaired Claims is set forth in the chart below. The estimated potential recoveries set forth below is not a guarantee of actual results, but is an estimate based on the currently available information and assumptions that are subject to material change. The actual distributions to holders of Allowed Claims in the Classes of Impaired Claims will necessarily be affected by a variety of contingencies that cannot be determined with certainty at this time, including, without limitation, the ultimate amount of funds that will be available for distribution with respect to the Allowed Claims after payment in full of unclassified Claims, Claims senior in priority to each such Class, and the expenses of effectuating the Plan and administering the Liquidating Trust; the aggregate amount of Allowed Claims in each such Class; the results of the claim objection and reconciliation process; and the results of prosecution of any Avoidance Actions or other Causes of Action, which may have a material effect on funding a distribution to holders of Allowed Claims in Classes of Impaired Claims.

Class	Estimated Recovery
Class 1 – General Unsecured Claims	Pro Rata share from funds received by the Liquidating Trust after payment of U.S. Trustee Fees, Professional Fee Claims, Licensor Administrative Expense Claims, Other Administrative Expense Claims, Priority Tax Claims, Class 1 Claims, and the expense of administration of the Liquidating Trust. Estimated recovery projected to be 1.3%.

Class 2 – Interests in CPMG	No distribution
Class 3 – Interests in CMG	No distribution

Based on the scheduled claims in the case, it is expected that the total Allowed General Unsecured Claims will be approximately $6,423,136. The Debtors project that approximately $82,246 will be available to satisfy the Allowed Claims in Class 1 (General Unsecured Claims). The actual amount distributed to Holders of Class 1 General Unsecured Claims (and the timing any such distributions) will vary based on the assets recovered. Holders of Classes 2 and 3 Interests will not receive a distribution under the Plan.

F. Confirmability of Plan and Cramdown

If Class 1 votes to reject the Plan, the Plan will not be confirmed and the Debtors will not request that the Court confirm the Plan under the cramdown provisions of the Bankruptcy Code.

G. Executory Contracts and Unexpired Leases

1. Rejection of Executory Contracts and Unexpired Leases

On the Effective Date and subject to section VIII of the Plan, all Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date, except for Executory Contracts and Unexpired Leases that (a) have been assumed pursuant to the Sale Order or other order of the Court, or (b) are the subject of a motion for such an order pending as of the Confirmation Hearing. Entry of the Confirmation Order by the Court shall constitute an order approving the rejection of Executory Contracts and Unexpired Leases as set forth in the Plan, all pursuant to §§ 365(a) and 1123 of the Bankruptcy Code, effective as of the Effective Date.

2. Claims Based on Rejection of Executory Contracts and Unexpired Leases

If the rejection of an Executory Contract or Unexpired Lease gives rise to a Rejection Damages Claim, a proof of claim asserting a Rejection Damages Claim shall be Filed no later than 30 days after the Effective Date. If no objection to the Rejection Damages Claim is Filed on or before the Claims Objection Deadline, the Rejection Damages Claim shall become an Allowed Claim. Each Allowed Rejection Damages Claim shall be classified and treated as a Class 1 Claim.

The Holder of a Rejection Damages Claim that does not timely File a proof of claim asserting such a Claim shall be forever barred from asserting such Claim against the Debtors, the Estates, the Liquidating Trust, or their respective property.

3. Contracts and Leases Entered Into After the Petition Date

After the Effective Date, contracts and leases entered into after the Petition Date by the Debtors, including the APA and ASA, shall be performed by the Liquidating Trustee only if said contract or lease was previously approved the Court.

H. Disputed Claims and Interests; Setoff and Recoupment

1. Objections to Claims

Except as provided in section V.A.2 of the Plan (regarding Professional Fee Claims), any objection to a Claim shall be Filed and served upon the Holder of such Claim on or before the Claims Objection Deadline. Any Claim to which an objection remains pending on the Claims Objection Deadline, shall be deemed a Disputed Claim until the Claim is Allowed or disallowed by a Final Order.

2. No Distributions with Respect to Disputed Claims

Notwithstanding any other provision of the Plan, as provided in section IX.B of the Plan distributions will be made by the Liquidating Trustee on account of a Disputed Claim only after, and only to the extent that, the Disputed Claim becomes an Allowed Claim or is deemed to be an Allowed Claim for distribution purposes.

3. Extension of the Claims Objection Deadline

After the Effective Date, the Liquidating Trustee may File a motion with the Court to extend the Claims Objection Deadline. The filing of such a motion shall automatically extend the Claims Objection Deadline. If the motion is denied by the Court, the Claims Objection Deadline shall be 30 calendar days after the date of entry of the order denying the motion. In the event of an appeal, the Claims Objection Deadline shall automatically extend to the later of the then-current Claims Objection Deadline (as previously extended, if applicable) or 30 calendar days after entry of a Final Order affirming or denying the Court's order granting or denying the motion to extend the Claims Objection Deadline.

4. Authority to Compromise Disputed Claims

After the Effective Date, the Liquidating Trustee may settle and compromise a Disputed Claim in the Liquidating Trustee's sole discretion without Court approval.

5. Setoff and Recoupment

The Liquidating Trustee may set off, recoup, or withhold against distributions to be made on account of any Allowed Claim any claims that the Debtors, the Estates, or the Liquidating Trust may have against the Holder of such Allowed Claim. The Liquidating Trustee will not waive or release any claim against those entities by failing to effect such a setoff or recoupment, by allowing any Claim against the Debtors or the Estates, or by making a distribution on account of an Allowed Claim.

I. Means for Implementation of the Plan

1. From the Confirmation Date to the Effective Date

Although the Plan will become effective only on the Effective Date, on and after the Confirmation Date until the Effective Date, the Debtors shall take or cause to be taken all actions which are necessary to enable the Plan to become effective on the Effective Date and to implement and perform the Plan on and after the Effective Date. The Plan will be funded when the ERC funds have been received by the Debtors.

2. Estate Property and the ERC

Pursuant to the Sale Order, the Debtors sold substantially all assets of the Estates to Anchor. Under the APA. On the Effective Date, all property of the Estates, including any remaining Cash and the ERC shall vest in the Liquidating Trustee, on behalf of the Liquidating Trust, free and clear of all Liens, Claims, and other interests of creditors and equity security holders.

3. Preservation of Causes of Action

Except as otherwise provided in the Plan, each Cause of Action held by the Debtors and the Estates shall be preserved and, along with the exclusive right to enforce such Cause of Action, shall vest on the Effective Date exclusively in the Liquidating Trustee, on behalf of the Liquidating Trust. Unless a Cause of Action is expressly waived, relinquished, released or compromised in the Plan or an order of the Court, the Liquidating Trustee expressly reserves such Cause of Action for

later adjudication and, accordingly, no doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), laches or other preclusion doctrine shall apply to such Cause of Action as a consequence of the Confirmation, the Plan, the vesting of such Cause of Action in the Liquidating Trustee on behalf of the Liquidating Trust, any order of the Court or this Case.

No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against such Entity as any indication that the Liquidating Trustee will not pursue such Cause of Action.

Nothing in this section shall limit the ability of any party in interest to object to any Claim prior to the Claims Objection Deadline unless otherwise ordered by the Court.

4. Management of the Debtors

No Person will manage the Debtors after the Effective Date because, pursuant to section X.G.3 of the Plan, the Debtors will be dissolved as of the Effective Date.

5. The Liquidating Trust

(a) Establishment of the Liquidating Trust

On the Effective Date, the Liquidating Trust shall be created pursuant to the Liquidating Trust Agreement and the Plan for the benefit of the Holders of Allowed Claims. The Liquidating Trust shall be known as "The Caduceus Liquidating Trust."

The Confirmation Order shall approve the Liquidating Trust Agreement. If it is not previously signed, the Debtors and the Liquidating Trustee shall execute the Liquidating Trust Agreement on the Effective Date.

The functions and procedures applicable to the Liquidating Trust, powers and duties of the Liquidating Trustee, and rights of Holders of beneficial interests in the Liquidating Trust, shall be governed by the provisions of the Liquidating Trust Agreement. However, if there is any conflict, the terms of the Plan shall govern.

(b) Appointment of the Liquidating Trustee

The Confirmation Order shall appoint Howard B. Grobstein to serve as the Liquidating Trustee and such appointment will become effective on the Effective Date. The Liquidating

Trustee shall act in accordance with the Liquidating Trust Agreement and the Plan for the duration of the Liquidating Trust, subject to earlier death, resignation, incapacity or removal as provided in the Liquidating Trust Agreement.

The Liquidating Trustee may serve without any bond, but is not prohibited from securing a bond if, in the Liquidating Trustee's discretion, the Liquidating Trustee concludes that doing so is appropriate.

(c) Beneficiaries of the Liquidating Trust

In accordance with Treasury Regulations § 301.7701-4(d), the Beneficiaries of the Liquidating Trust are the Holders of Class 1 Claims.

On the Effective Date, the Beneficiaries shall receive, on account of their unpaid Claims against the Estates, an allocation of Liquidating Trust Interests as provided for in the Liquidating Trust Agreement, in order to implement the distributions provided for herein, and shall receive on account of their respective Liquidating Trust Interests, distributions from the Liquidating Trust in compliance with the Plan. These distributions from the Liquidating Trust, which may be less than the full Allowed Claim amounts, are in full and complete satisfaction, discharge, exchange, and release of the Allowed Claim amounts.

Liquidating Trust Interests will not be evidenced by any certificate or other instrument or document. The Claims underlying the Liquidating Trust Interest remain subject to claim objections by the Liquidating Trustee, and the Liquidating Trust Interest remains subject to revocation by the Liquidating Trustee if an underlying Class 1 Claim subsequently becomes a Disallowed Claim.

Liquidating Trust Interests are transferable and assignable, as set forth in section 2.2 of the Liquidating Trust Agreement.

(d) Transfer of Property to the Liquidating Trust

On the Effective Date, pursuant to the Plan and §§ 1123, 1141 and 1146(a) of the Bankruptcy Code, the Debtors shall transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, all of the Debtors' and the Estates' right, title and interest in and to the Liquidating Trust Assets, free and clear of all Liens, Claims, and other interests of any kind in such property, except as contemplated by the Plan. To the extent

required to implement the transfer of Liquidating Trust Assets from the Debtors and the Estates to the Liquidating Trust and the Liquidating Trustee, all Persons shall cooperate with the Debtosr to assist in implementing said transfers.

For all United States federal income tax purposes, all parties will treat the transfer of assets to the Liquidating Trust as a transfer of such assets to the holders of beneficial interests in the Liquidating Trust followed by a transfer of such assets by such holders of beneficial interests to the Liquidating Trust, with the holders of beneficial interests in the Liquidating Trust being treated as the grantors and owners of the Liquidating Trust. The Liquidating Trust is intended to qualify as a "grantor trust" for United States federal income tax purposes with the holders of beneficial interests in the Liquidating Trust being treated as the grantors and owners of the Liquidating Trust. Accordingly, because a grantor trust is treated as a pass-through entity for United States federal income tax purposes, generally no tax should be imposed on the Liquidating Trust as a result of the transfer of assets thereto or on the income earned or gain recognized by the Liquidating Trust. Instead, the holders of beneficial interests in the Liquidating Trust may be taxed on their allocable share of such net income or gain in each taxable year of the Liquidating Trust (determined in accordance with the Liquidating Trust Agreement), and will be responsible for paying the taxes associated with such allocable net income and gain whether or not they received any distributions from the Liquidating Trust in such taxable year.

(e) Liquidating Trust's Distribution of Cash

After the Effective Date, the Liquidating Trustee shall pay all expenses of the Liquidating Trust from property in the Liquidating Trust, establish and maintain reserves in accordance with the Liquidating Trust Agreement and the Plan, and make, at the Trustee's discretion, periodic distributions of Cash to the Holders of Allowed Claims (including Allowed Administrative Expense Claims) from the Liquidating Trust in accordance with the Liquidating Trust Agreement and the Plan.

(f) Powers and Duties of the Liquidating Trustee

Among other things, the Liquidating Trustee shall have the following rights, powers and duties, at all times in accordance with the Liquidating Trust Agreement:

(a) accept delivery from the Debtors of all assets to be transferred from the Debtors and the Estates to the Liquidating Trust pursuant to the Liquidating Trust Agreement and the Plan;

(b) hold and distribute, in accordance with the Liquidating Trust Agreement and the Plan, all assets transferred to the Liquidating Trust;

(c) manage the affairs of the Liquidating Trust;

(d) except as specified in the Plan, determine the frequency and amount of payments in accordance with section 4.1 of the Liquidating Trust Agreement;

(e) establish and maintain reserves for payment of Liquidating Trust Expenses, Disputed Claims, and unclaimed distributions in accordance with the Plan and the Liquidating Trust Agreement;

(f) collect and marshal all assets of the Debtors and the Estates, reduce such assets to cash, and make interim and final distributions in accordance with the Plan and the Liquidating Trust Agreement;

(g) monitor and enforce the implementation of the Plan;

(h) file all federal, state, and local tax and regulatory forms, returns, reports and other documents required with respect to the Debtors, the Estates and the Liquidating Trust, and pay any taxes shown as due thereon;

(i) in the Liquidating Trustee's reasonable business judgment, investigate, prosecute and/or settle actions or litigation of the Debtors, the Estates, or the Liquidating Trust, including all Causes of Action, without supervision by the Court and free of any restrictions of the Bankruptcy Code or FRBP, other than any restrictions expressly imposed by the Plan;

(j) in the Liquidating Trustee's reasonable business judgment, investigate and prosecute objections to Claims, pursuant to the Plan and the Liquidating Trust Agreement;

(k) preserve and maintain, at the expense of the Liquidating Trust, the Debtors' books and records, provided that the Liquidating Trustee, in the Liquidating Trustee's

reasonable business judgment, may destroy any and all books and records of the Debtors if they are no longer of any value to the Liquidating Trust;

(l) submit all required U.S. Trustee and Court reports, and pay all required U.S. Trustee Fees until the Case is closed;

(m) take all actions necessary and create any documents necessary to wind up the affairs of the Liquidating Trust and implement the Plan; and

(n) take all necessary actions and File all appropriate motions to obtain an order closing the Case.

The Liquidating Trustee shall succeed to all of the rights and powers of the Debtors and the Estates with respect to all Liquidating Trust Assets and Causes of Action, and the Liquidating Trustee shall be substituted and shall replace the Debtors and the Estates, as applicable, as the party in interest in any litigation pending as of the Effective Date.

The Liquidating Trustee, on behalf of the Liquidating Trust, shall be authorized to execute any documents that implement or are in aid of this section, in particular, and the Plan in general.

(g) Liquidating Trustee's Employment of Professionals; Compensation

On and after the Effective Date, the Liquidating Trustee may employ and compensate such professionals, agents and representatives as the Liquidating Trustee determines is necessary or appropriate pursuant to the terms of the Liquidating Trust Agreement and the Plan, including professionals, agents and representatives employed by the Estates prior to the Effective Date. Within 30 days after engagement by the Liquidating Trustee of any professional person, the Liquidating Trustee shall cause a notice of employment of such professional person to be Filed with the Court. Any party objecting to said employment must do so by filing a written objection with the Court within 14 days of the date of such notice.

After the entry of an order approving such employment, the Liquidating Trustee and the professionals employed by the Liquidating Trustee may be compensated each month at the rate of 100% of fees incurred plus 100% of out-of-pocket costs expended for the prior month (including for fees and costs incurred prior to entry of the order approving the professional's employment). The Liquidating Trustee and professionals employed by the Liquidating Trustee must file

applications for interim and final compensation pursuant to the standards and procedures applicable to interim and final applications filed pursuant to §§ 330 and 331 of the Bankruptcy Code, FRBP 2016, Local Rule 2016-1, and any other applicable rules and procedures of the Court.

(h) Compliance with Tax Requirements

The Liquidating Trust shall comply with all applicable withholding, payment and reporting requirements imposed on it by governmental units, and all distributions pursuant to the Plan shall be subject to such withholding, payment and reporting requirements. The Liquidating Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment, and reporting requirements. All amounts withheld from distributions to the Holder of an Allowed Claim or Holder of a Liquidating Trust Interest and paid over to the applicable governmental unit on account of such Holder shall be treated as part of the distributions to such Holder.

Each Entity holding an Allowed Claim or Liquidating Trust Interest shall provide any information necessary to effect the necessary reporting and withholding of applicable taxes with respect to distributions to be made under the Plan. The Liquidating Trustee shall be entitled in its sole discretion to withhold any distributions to a Holder of an Allowed Claim or Liquidating Trust Interest that fails to provide tax identification or social security information upon written request.

Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim or Liquidating Trust Interest that is to receive a distribution on account thereof pursuant to the Plan or Liquidating Trust Agreement shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Liquidating Trustee for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Liquidating Trust in connection with such distribution. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an unclaimed distribution pursuant to section XI.F of the Plan.

(i) No Recourse Against the Liquidating Trustee

No recourse shall ever be had, directly or indirectly, against the Liquidating Trustee or any of the officers, employees, professionals, agents or representatives of the Liquidating Trust, whether by legal, equitable or other proceedings, pursuant to any law, statute, regulation or otherwise, by virtue of any indebtedness of the Debtors, the Estates, or the Liquidating Trust. All liabilities of the Liquidating Trust shall be enforceable only against and be satisfied only out of the Liquidating Trust Assets or shall be evidence only of a right to payment out of the Liquidating Trust Assets, as the case may be.

(j) Termination and Dissolution of the Liquidating Trust

The Liquidating Trust shall be dissolved upon the determination by the Liquidating Trustee to dissolve the Liquidating Trust upon performance and completion of all obligations and duties of the Liquidating Trust and Liquidating Trustee, as set forth in the Liquidating Trust Agreement.

6. Undeliverable or Non-Negotiated Distributions

If any distribution is returned as undeliverable, (1) the Liquidating Trustee shall make reasonable efforts to determine the address of such Holder of an Allowed Claim or Holder of a Liquidating Trust Interest and (2) no further distributions to the applicable Holder of an Allowed Claim or Holder of a Liquidating Trust Interest shall be made unless and until the Liquidating Trustee is notified in writing of such Holder of an Allowed Claim or Holder of a Liquidating Trust Interest's then-current address, at which time the undelivered distribution shall be made to such Holder of an Allowed Claim or Holder of a Liquidating Trust Interest without interest or dividends. All distributions that remain unclaimed for 90 days after attempted distribution shall indefeasibly revert to the Liquidating Trust. Upon such reversion, the Holder of an Allowed Claim or Holder of a Liquidating Trust Interest's entitlement to the distribution shall be automatically discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

7. Dissolution of the Debtors

(a) Cancellation of Interests

On the Effective Date, all Interests in the Debtors shall be cancelled, annulled, and extinguished and of no further force or effect without any further action by any party.

(b) Termination of Services of the Debtors' Director and CRO

On the Effective Date, and without further action by any party, the Debtors shall have no right to operate a business, and the services of the Debtors' directors and officers, including its current Chief Restructuring Officer, automatically are terminated. Notwithstanding the foregoing, the Liquidating Trustee shall have, and retain, authority as set forth in the Plan and the Liquidating Trust Agreement to dispose of the Liquidating Trust Assets and otherwise implement the Plan in accordance with its terms.

(c) Dissolution of the Debtors

On the Effective Date, the Debtors shall be deemed liquidated and dissolved as a legal entity, for all purposes, pursuant to applicable federal and state law, without further action by any entity, and the Confirmation Order shall contain a provision to such effect.

Notwithstanding the foregoing, without the need for any further approval, the Liquidating Trustee in the Liquidating Trustee's discretion may execute and file documents and take all other actions as the Liquidating Trustee deems appropriate relating to the dissolution of the Debtors under the applicable laws of any states, and in such event, all applicable regulatory or governmental agencies shall take all steps necessary to allow and effect the prompt dissolution of the Debtors as provided herein, without the payment of any fee, tax, or charge and without need for the filing of reports or certificates. Any actions by the Liquidating Trustee pursuant to the preceding sentence shall not modify, alter, or otherwise affect the deemed dissolution of the Debtors as of the Effective Date pursuant to this Section.

J. Effects of Confirmation

1. Binding Effect of the Plan

Except as provided in section 1141(d)(3) of the Bankruptcy Code, the provisions of the Plan bind the Debtors, any entity acquiring property under the Plan, any creditor or equity security holder, and their successors, assigns, heirs, executors, administrators and representatives, whether or not the Claim or Interest of such creditor or equity security holder is impaired under the Plan and whether or not such creditor or equity security holder has accepted the Plan.

2. Vesting of Assets

Pursuant to sections 1123(b) and 1141(b) of the Bankruptcy Code, upon Plan confirmation, Plan property of the Estates will remain property of the Estates until the Effective Date. Upon the Effective Date, except as otherwise provided in (a) the Plan, (b) any contract, instrument, release or other agreement or document that is created pursuant to the Plan, or (c) the Confirmation Order, all property of the Debtors and the Estates shall vest in the Liquidating Trustee, on behalf of the Liquidating Trust, free and clear of all Liens, Claims, and other interests of creditors and equity security holders.

The following shall be preserved and vest in the Liquidating Trust on the Effective Date, pursuant to sections 1123(b) and 1141(b) of the Bankruptcy Code, to the extent not released pursuant to the Plan, the Confirmation Order, or any other order of the Court: (a) Causes of Action of the Debtors and the Estates against any Entity; (b) all defenses, offsets, rights of recoupment, rights of disallowance, recharacterization and/or equitable subordination of the Debtors and the Estates with respect to Claims against the Debtors and the Estates; and (c) all rights of the Debtors, the Estates, and the Liquidating Trust arising from the Plan itself. Pursuant to sections 1123(b) and 1141(b) of the Bankruptcy Code, upon the vesting of all property of the Debtors and the Estates in the Liquidating Trustee, on behalf of the Liquidating Trustee, on the Effective Date, the Estates will cease to exist.

3. No Discharge

This Plan provides for the liquidation of all or substantially all of the property of the Estates. As a result, pursuant to section 1141(d)(3) of the Bankruptcy Code, the Debtors is not eligible to receive a discharge.

4. Continuation of Automatic Stay; Creditor Action Restrained

Except as provided in section 362(b) of the Bankruptcy Code or an order entered pursuant to section 362(d) of the Bankruptcy Code, the automatic stay of section 362(a) of the Bankruptcy Code shall remain in full force and effect with respect to the Debtors, the Estates, the Liquidating Trust, and property thereof.

This Plan is binding on every creditor and shareholder whose Claims and Interests are provided for in the Plan, whether or not such creditor or shareholder votes to accept the Plan. No creditor or shareholder may take any action to enforce any Claim against the Debtors, the Estates, or the Liquidating Trust except as provided in the Plan and the Liquidating Trust Agreement.

5. No Liability for Solicitation or Participation

As specified in section 1125(e) of the Bankruptcy Code, Persons that solicit acceptances or rejections of the Plan and/or that participate in the offer, issuance, sale, or purchase of securities offered or sold under the Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, shall not be liable, on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of securities.

K. Retention of Jurisdiction

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Court will retain jurisdiction over the Case after the Effective Date to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. hear and determine objections to Claims;

2. hear and determine any dispute arising under the APA and ASA;

3. hear and determine any dispute arising under the Plan or Liquidating Trust Agreement, their implementation and the execution of any necessary documents thereunder;

4. enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan;

5. grant extensions of any deadlines set forth in the Confirmation Order as may be appropriate;

6. enforce all discharge, release and injunction provisions of the Plan;

7. consider and rule upon requests for final compensation;

8. hear and determine all motions, adversary proceedings, applications, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Liquidating Trustee after the Effective Date;

9. resolve any matters related to the assumption or rejection of any executory contract or unexpired lease to which the Debtors are a party or with respect to which the Debtors may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

10. ensure that distributions to Holders of Allowed Claims are accomplished as provided herein via the Liquidating Trust;

11. resolve disputes as to the ownership of any Claim;

12. hear and determine objections to Administrative Expense Claims and Claims;

13. enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

14. issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

15. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Court, including the Confirmation Order;

16. hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331 and 503(b) of the Bankruptcy Code;

17. hear and determine any issue for which the Plan requires a Final Order of the Court;

18. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

19. hear and determine Causes of Action preserved under the Plan, including Avoidance Actions;

20. hear and determine any matter regarding the existence, nature, and scope of the releases, exculpation, indemnification and injunctions provided in the Plan; and

21. enter a final decree closing the Case.

The foregoing list is illustrative only and not intended to limit in any way the Court's exercise of jurisdiction. If the Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of the Case, including matters set forth above, this section shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

L. Effective Date Conditions

1. Conditions to the Effectiveness of the Plan

The following events must occur and be satisfied on or before the Effective Date for the Plan to be effective on the Effective Date:

1. Entry on the Docket of a Confirmation Order. The Conformation Order shall include provisions which, among other things:

(a) confirms and approves the Plan;

(b) authorizes and approves the Liquidating Trust Agreement and all other documents, instruments and agreements to be executed and delivered in connection with the confirmation and effectiveness of the Plan;

(c) appoints or approves the appointment of the Liquidating Trustee; and

(d) orders that the transfers contemplated under the Plan (i) are or will be legal, valid and effective transfers of property for fair and reasonable consideration, (ii) vest or will vest in the transferee good title to such property free and clear of all Liens, Claims and other interests of any kind and in accordance with section 1123(a)(5) and (b)(5) of the Bankruptcy Code, except those expressly provided for under the Plan, (iii) do not and will not constitute fraudulent conveyances or transfers or unlawful distributions under any applicable law, and (iv) do not and will not, except as expressly contemplated by the Liquidating Trust Agreement, subject the Liquidating Trust, the Liquidating Trustee, the Estates, the Debtors, or any of their current or future officers, directors, employees, owners, partners, beneficiaries, members, professionals, agents or representatives or any of the property transferred to any liability by reason of such transfer under any applicable law, including any laws relating to fiduciary duty or successor or transferee liability.

2. Any stay of enforcement of the Confirmation Order has expired or is otherwise no longer in effect.

3. Execution and delivery of the Liquidating Trust Agreement and all documents, instruments and agreements to be executed in connection therewith.

The second and third conditions set forth above may be waived in whole or in part by the Debtors. The first condition regarding entry of the Conformation Order and provisions required to be included therein may not be waived.

2. Effect of Failure of Conditions to the Effectiveness of the Plan

If the Effective Date does not occur, upon notification submitted by the Debtors to the Court: (a) the Confirmation Order shall be vacated, (b) no distributions under the Plan shall be made, (c) the Debtors, the Estates, and all Holders of Claims and Interests shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and (d) the Debtors' and the Estates' obligations with respect to the Claims and Interests shall remain unchanged and nothing contained in the Plan shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtors, the Estates, or any other person, or to prejudice in any manner the rights of the Debtors, the Estates, or any person in any further proceedings involving the Debtors or the Estates.

3. Effect of Entry of Order Denying Confirmation of the Plan

If an order denying confirmation of the Plan is entered, then the Plan shall be null and void in all respects, and nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Interests in the Debtors and the Estates; (b) prejudice in any manner the rights of the Holder of any Claim against, or Interest in, the Debtors and the Estates; (c) prejudice in any manner any right, remedy or claim of the Debtors or the Estates, or (d) be deemed an admission against interest by the Debtors or the Estates.

M. Miscellaneous Provisions

1. Exculpation

Except as otherwise specially provided in the Plan or the Confirmation Order, none of the Debtors, the Estates, Howard B. Grobstein of Grobstein Teeple LLP (Debtor's Chief Restructuring Officer) and the Debtor's professionals employed in this case (collectively the "Exculpated Parties") shall have or incur any liability to any Holder of a Claim or Interest for any act or omission occurring on or after the Petition Date to the Effective Date in connection with, related to, or arising out of the Case and pursuit of implementation, confirmation or consummation of this

Plan, except for willful misconduct or gross negligence, fraud or malpractice as construed under CA PRC 1.8.8.Nothing in this Section shall limit the liability of any Person for breach of any express obligation such Person has under the terms of the Plan, or under any postpetition agreement or other postpetition document entered into by such Person, or in accordance with the terms of the Plan, or for any breach of a duty of care owed to any other Person occurring after the Effective Date.

2. Exemption from Transfer Taxes

Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment or any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, license transfer or other similar tax. For the avoidance of doubt, the transactions contemplated under the Plan include, among other things, all transactions and transfers contemplated in the Plan, including, without limitation, the transfer of the Debtors and the Estates' right, title and interest in property to the Liquidating Trust.

3. Expedited Tax Determination

The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the Debtors or the Estates for all taxable periods ending on or before the Effective Date.

4. Securities Laws

(a) Exemption from Registration Issues

In reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and of state and local securities laws afforded by section 1145 of the Bankruptcy Code, the Liquidating Trust interests to be issued pursuant to the Plan on and after the Effective Date need not be registered under the Securities Act or any state or local securities laws.

(b) Exchange Act Reporting Obligations and Registration under Investment Company Act

The Debtors anticipates that the Liquidating Trust may, under certain circumstances, be required to register or otherwise report under the Securities Act of 1934, as amended (the "Exchange Act"), and accordingly be required to file with the SEC and send to the holders of Liquidating Trust interests certain periodic reports and other information pursuant to the Exchange Act. The reports may be the same as or different from those required to be distributed to the holders of Liquidating Trust Interests pursuant to the Plan and the Liquidating Trust Agreement.

In addition, the Debtors currently anticipate that the Liquidating Trust will be exempt from registration under the Investment Company Act of 1940 ("Investment Company Act"). Exemptions may be sought from the SEC from all or some of the reporting requirements of the Exchange Act or the Investment Company Act, if it is determined that such reporting is required and that compliance with such requirements would be burdensome. The Debtors has not yet made any determinations regarding whether any such exemptions will be sought and the SEC had not yet made any determinations regarding such matters. There is no assurance that any such exemptions, if deemed necessary and applied for, will be granted

5. Payment of Statutory Fees

All fees payable on or before the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on or before the Effective Date. After the Effective Date, the Liquidating Trustee shall pay all fees payable under 28 U.S.C. § 1930 until the Case is closed, dismissed, or converted.

6. Amendment, Modification or Withdrawal of the Plan

The Debtors reserve the right, in accordance with the Bankruptcy Code and subject to Court approval, to amend or modify the Plan prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Liquidating Trustee may amend or modify the Plan and Liquidating Trust Agreement, or remedy any defect or omission or reconcile any inconsistency in the Plan, in accordance with the Bankruptcy Code and subject to Court approval, and in such a manner as may be necessary to carry out the purpose and intent of the Plan and Liquidating Trust Agreement.

7. Governing Law

Unless a rule of law or procedure is supplied by (a) federal law (including the Bankruptcy Code and FRBP), or (b) an express choice of law provision in any agreement, contract, instrument, or document provided for, or executed in connection with, the Plan, the rights and obligations arising under the Plan and any agreements, contracts, documents, and instruments executed in connection with the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of California without giving effect to the principles of conflict of laws thereof.

8. Waiver of FRBP 7062

The Debtors may request that the Confirmation Order include (a) a finding that FRCP 62(a), made applicable by FRBP 7062, shall not apply to the Confirmation Order, and (b) authorization for the Debtors to consummate the Plan immediately after entry of the Confirmation Order.

9. Exhibits and Schedules

All exhibits and schedules to the Plan and Disclosure Statement are incorporated into and constitute a part of the Plan as if set forth herein.

10. Conflict

The terms of the Plan shall govern in the event of any inconsistency with the summaries of the Plan set forth in the Disclosure Statement. If there is any conflict between the Plan and the Liquidating Trust Agreement, the terms of the Plan shall govern.

11. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, trustee, administrator, successor or assign of such Entity.

12. Saturday, Sunday or Legal Holiday

If any payment or act under the Plan is required to be made or performed on a day that is not a Business Day, then the payment or act may be completed on the next day that is a Business Day, in which event the payment or act will be deemed to have been completed on the required day.

13. Post-Effective Date Effect of Evidences of Claims or Interests

Notes, bonds, stock certificates and other evidences of Claims against or Interests in the Debtors, and all instruments of the Debtors (in either case, other than those executed and delivered as contemplated hereby in connection with the consummation of the Plan, if any), shall, effective upon the Effective Date, represent only the right to participate in the distributions contemplated by the Plan.

14. Severability of Plan Provisions

If, before the Confirmation Date, the Court holds that any Plan term or provision is invalid, void, or unenforceable, the Court may alter or interpret that term or provision so that it is valid and enforceable to the maximum extent possible consistent with the original purpose of that term or provision. That term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the Plan's remaining terms and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. The Confirmation Order will constitute a judicial determination providing that each Plan term and provision, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable under its terms.

15. No Admissions or Waiver of Objections

Notwithstanding anything to the contrary in the Plan, if the Plan is not confirmed, is revoked or otherwise the Effective Date does not occur, the Plan will be null and void, and nothing contained in the Plan or the Disclosure Statement will (1) be deemed to be an admission by the Debtors with respect to any matter discussed in the Plan, including liability on any Claim or the propriety of any Claim's classification, (2) constitute a waiver, acknowledgement, or release of any Claims, or (3) prejudice in any manner the rights of the Debtors or any other Entity in any further proceedings.

16. Survival of Settlements

All settlements approved by the Court pursuant to FRBP 9019 or otherwise shall survive consummation of the Plan. If the terms of the Plan are inconsistent with the terms of any Court-approved settlement, the terms of the Plan shall supersede any inconsistent settlement provisions.

17. Post-Confirmation Status Reports

Pursuant to Local Rule 3020-1(b), the Confirmation Order shall provide as follows:

> Within 120 days of the entry of this order, the Liquidating Trustee shall file a status report explaining what progress has been made toward consummation of the Plan. The initial report shall be served on the United States trustee, the 20 largest unsecured creditors, and those parties who have requested special notice. Further reports shall be filed every 180 days thereafter and served on the same entities, unless otherwise ordered by the court.

18. Effect of Post-Confirmation Conversion to Chapter

If, after the Effective Date, the Court enters an order converting the Case to one under chapter 7 of the Bankruptcy Code, the Liquidating Trust Assets shall not be vested in the chapter 7 estate. This means that there would be no assets for a chapter 7 trustee to administer if this case were converted to chapter 7 after the plan is confirmed.

19. Final Decree

Once the Estates have been fully administered within the meaning of FRBP 3022, the Liquidating Trustee shall file a motion with the Court to obtain a final decree to close the Case.

V.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors believe the Plan is in the best interests of the creditors and should accordingly be accepted and confirmed. If the Plan as proposed, however, is not confirmed, the following three alternatives may be available to the Debtors: (i) a liquidation of the Debtors' Assets pursuant to Chapter 7 of the Bankruptcy Code; (ii) an alternative plan of liquidation may be proposed and confirmed; or (iii) the Debtors' Case may be dismissed.

A. Chapter 7 Liquidation

If a plan pursuant to Chapter 11 of the Bankruptcy Code is not confirmed by the Bankruptcy Court, the Debtors' Case may be converted to a liquidation case under Chapter 7 of the Bankruptcy Code, in which case a trustee would be elected or appointed, pursuant to applicable provisions of Chapter 7 of the Bankruptcy Code, to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors

believe that such a liquidation would result in smaller distributions being made to the Debtors' creditors than those provided for in the Plan because (a) additional administrative expenses attendant to the appointment of a trustee and the trustee's employment of attorneys and other professionals, (b) additional expenses and Claims, some of which would be entitled to priority, which would be generated during the liquidation. The Debtors have determined that confirmation of the Plan will provide each Holder of an Allowed Claim with a recovery that is not less than such Holder would receive pursuant to liquidation of the Debtors under Chapter 7 of the Bankruptcy Code.

B. Alternative Plan Pursuant to Chapter 11 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors may propose a different plan, which might involve an alternative means for the reorganization or liquidation of the Debtors' assets. However, it is difficult to speculate on or assess the terms and potential treatment of Allowed Claims under any such alternative plan. Furthermore, for the Debtors and/or creditors to formulate, solicit and confirm any such alternative plan would likely require the Estates to incur additional administrative and other expenses, may substantially delay distributions to creditors, and may result in lower recoveries to creditors than the proposed Plan. The Debtors believe that the terms of the Plan provide for an orderly and efficient liquidation and distribution of the Debtors' assets and will result in the realization of the most value for Holders of Claims against the Debtors' Estates.

C. Dismissal of the Debtors' Case

Dismissal of the Debtors' Cases would have the effect of restoring (or attempting to restore) all parties to the status quo ante. Upon dismissal of the Debtors' Cases, the Debtors would lose the protection of the Bankruptcy Code, thereby requiring, at the very least, an extensive and time-consuming process of negotiation with the various creditors of the Debtors, and possibly resulting in costly and protracted litigation in various jurisdictions. Dismissal would also permit unpaid unsecured creditors to obtain and enforce judgments against the Debtors. The Debtors believe that these actions could lead ultimately to the liquidation of the Debtors' assets under Chapter 7 of the Bankruptcy Code. Therefore, the Debtors believe that dismissal of the Chapter 11 Case is not a preferable alternative to the Plan.

VI.

CERTAIN FEDERAL TAX CONSEQUENCES

THE FOLLOWING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U.S. FEDERAL TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FOLLOWING DISCUSSION IS FOR INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, EACH HOLDER IS STRONGLY URGED TO CONSULT ITS TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE, LOCAL, AND APPLICABLE NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

TO COMPLY WITH INTERNAL REVENUE SERVICE CIRCULAR 230, TAXPAYERS ARE HEREBY NOTIFIED THAT (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON A TAXPAYER UNDER THE INTERNAL REVENUE CODE, (B) ANY SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN, AND (C) TAXPAYERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. General

The following discussion summarizes certain material U.S. federal income tax consequences to the Debtors, the Liquidating Trust, and Holders entitled to vote on the Plan. This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "IRC"), applicable Treasury Regulations, judicial authority and current administrative rulings and pronouncements of the Internal Revenue Service (the "Service"). There can be no assurance that

the Service will not take a contrary view, no ruling from the Service has been or will be sought nor will any counsel provide a legal opinion as to any of the expected tax consequences set forth below.

Legislative, judicial or administrative changes or interpretations may be forthcoming that could alter or modify the statements and conclusions set forth herein. Any such changes or interpretations may or may not be retroactive and could affect the tax consequences to Holders of Claims, the Liquidating Trust or the Debtors. It cannot be predicted at this time whether any tax legislation will be enacted or, if enacted, whether any tax law changes contained therein would affect the tax consequences described herein.

The following summary is for general information only. The tax treatment of a Holder may vary depending upon such Holder's particular situation. This summary does not address all of the tax consequences that may be relevant to a Holder, including any alternative minimum tax consequences and does not address the tax consequences to a Holder that has made an agreement to resolve its claim in a manner not explicitly provided for in the Plan. This summary also does not address the U.S. federal income tax consequences to persons not entitled to vote on the Plan or Holders subject to special treatment under the U.S. federal income tax laws, such as brokers or dealers in securities or currencies, certain securities traders, tax-exempt entities, financial institutions, insurance companies, foreign persons, partnerships and other pass-through entities, Holders that have a "functional currency" other than the United States dollar and Holders that have acquired Claims in connection with the performance of services. The following summary assumes that the Claims are held by Holders as "capital assets" within the meaning of § 1221 of the IRC and that all Claims denominated as indebtedness are properly treated as debt for U.S. federal income tax purposes.

The tax treatment of Holders and the character, amount and timing of income, gain or loss recognized as a consequence of the Plan and the distributions provided for by the Plan may vary, depending upon, among other things: (i) whether the Claim (or portion thereof) constitutes a Claim for principal or interest; (ii) the type of consideration received by the Holder in exchange for the Claim and whether the Holder receives distributions under the Plan in more than one taxable year; (iii) whether the Holder is a citizen or resident of the United States for tax purposes, is otherwise

subject to U.S. federal income tax on a net basis, or falls into any special class of taxpayers, such as those that are excluded from this discussion as noted above; (iv) the manner in which the Holder acquired the Claim; (v) the length of time that the Claim has been held; (vi) whether the Claim was acquired at a discount; (vii) whether the Holder has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current or prior years; (viii) whether the Holder has previously included in income accrued but unpaid interest with respect to the Claim; (ix) the method of tax accounting of the Holder; (x) whether the Claim is an installment obligation for U.S. federal income tax purposes; and (xi) whether the "market discount" rules are applicable to the Holder. Therefore, each Holder should consult its tax advisor for information that may be relevant to its particular situation and circumstances, and the particular tax consequences to such Holder of the transactions contemplated by the Plan.

B. Certain U.S. Federal Income Tax Consequences of the Liquidating Trust

It is intended that the Liquidating Trust will be treated as a "grantor trust" for U.S. federal income tax purposes. In general, a grantor trust is not a separate taxable entity. The Service, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an advanced ruling as to the grantor trust status of a liquidating trust under a Chapter 11 plan. The Debtors are not requesting a private letter ruling regarding the status of the Liquidating Trust as a grantor trust. Consistent with the requirements of Revenue Procedure 94-45, however, the Liquidating Trust Agreement provides that, the Liquidating Trust Assets shall be treated by all parties (including the Debtors, the Trustee, and the Beneficiaries) for tax purposes as being transferred (subject to the liabilities specified) by the Debtors or the Estates to the Beneficiaries, and then by the Beneficiaries to the Trust in exchange for a Liquidating Trust Interest, which interests shall be distributed by the Trustee to the Beneficiaries in exchange for their unpaid Claims against the Estates in accordance with the Plan. The beneficiaries of the Liquidating Trust shall be treated as the grantors and owners of the Liquidating Trust. Each beneficiary of the Liquidating Trust will generally recognize gain (or loss) in its taxable year that includes the Effective Date in an amount equal to the difference between the amount realized in respect of its Claim and its adjusted tax basis in such Claim. The amount realized for this purpose should generally equal the amount of cash and the fair

market value of any other assets received or deemed received for U.S. federal income tax purposes under the Plan in respect of such Holder's Claim. A Holder that is deemed to receive for U.S. federal income tax purposes a non-cash asset under the Plan in respect of its Claim should generally have a tax basis in such asset in an amount equal to the fair market value of such asset on the date of its deemed receipt.

The Liquidating Trust Agreement generally provides that the Liquidating Trustee must value the assets of the Liquidating Trust consistently for all U.S. federal, state, and local income tax purposes. As soon as possible after the Effective Date, the Liquidating Trustee shall make a good faith valuation of the assets transferred to the Liquidating Trust.

Consistent with the treatment of the Liquidating Trust as a grantor trust, each Holder will be required to report on its U.S. federal income tax return its allocable share of the Liquidating Trust's income. Therefore, a Holder may incur a U.S. federal income tax liability with respect to its allocable share of the income of the Liquidating Trust whether or not the Liquidating Trust has made any distributions to such Holder. The character of items of income, gain, deduction, and credit to any Holder and the ability of such Holder to benefit from any deduction or losses will depend on the particular situation of such Holder.

In general, a distribution of underlying assets from the Liquidating Trust to a Beneficiary thereof may not be taxable to such Holder because such Holders are already regarded for U.S. federal income tax purposes as owning such assets. Holders are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of distributions from the Liquidating Trust.

The Liquidating Trustee will file with the Service tax returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation § 1.671-4(a) and will also send to each Holder a separate statement setting forth such Holder's share of items of Liquidating Trust income, gain, loss, deduction, or credit. Each such Holder will be required to report such items on its U.S. federal income tax return.

The discussion above assumes that the Liquidating Trust will be respected as a grantor trust for U.S. federal income tax purposes. If the Service were to successfully challenge such

classification, the U.S. federal income tax consequences to the Liquidating Trust and the beneficiaries of the Liquidating Trust could differ materially from those discussed herein (including the potential for an entity level tax to be imposed on all income of the Liquidating Trust).

C. U.S. Federal Income Tax Treatment with Respect to Holders of Allowed Claims that Are Beneficiaries of the Liquidating Trust

Holders of Allowed Claims as of the Effective Date that are Beneficiaries of the Liquidating Trust should be treated as receiving from the Debtors their respective shares of the applicable assets of the Liquidating Trust in satisfaction of their Allowed Claims, and simultaneously transferring such assets to the Liquidating Trust. Accordingly, a Holder of such Claim should generally recognize gain or loss in an amount equal to the amount deemed realized on the Effective Date (as described above) less its adjusted tax basis of its Claim. Additionally, such Holders should generally recognize their allocable share of income, gain, loss and deductions recognized by the Liquidating Trust on an annual basis.

Because a Holder's ultimate share of the assets of the Liquidating Trust based on its Allowed Claim will not be determinable on the Effective Date due to, among other things, the existence of any Disputed Claims and the value of the assets at the time of actual receipt not being ascertainable on the Effective Date, such Holder should recognize additional or offsetting gain or loss if, and to the extent that, the aggregate amount of cash and fair market value of the assets of the Liquidating Trust ultimately received by such Holder is greater than or less than the amount used in initially determining gain or loss in accordance with the procedures described in the preceding paragraph. It is unclear when a Holder of an Allowed Claim that is a beneficiary of the Liquidating Trust should recognize, as an additional amount received for purposes of computing gain or loss, an amount attributable to the disallowance of a Disputed Claim.

The character of any gain or loss as capital gain or loss or ordinary income or loss and, in the case of capital gain or loss, as short-term or long-term, will depend on a number of factors, including: (i) the nature and origin of the Claim; (ii) the tax status of the Holder of the Claim; (iii) whether the Claim has been held for more than one year; (iv) the extent to which the Holder previously claimed a loss or bad debt deduction with respect to the Claim; and (v) whether the

Claim was acquired at a market discount. A Holder that purchased its Claim from a prior Holder at a market discount may be subject to the market discount rules of the IRC. Under those rules (subject to a de minimis exception), assuming that such Holder has made no election to accrue the market discount and include it in income on a current basis, any gain recognized on the exchange of such Claim generally would be characterized as ordinary income to the extent of the accrued market discount on such Claim as of the date of the exchange.

It is possible that the Service may assert that any loss should not be recognizable until the Liquidating Trustee makes its final distribution of the assets of the Liquidating Trust. Holders should consult their tax advisors regarding the possibility that the recognition of gain or loss may be deferred until the final distribution of the assets of the Liquidating Trust.

Although not free from doubt, Holders of Disputed Claims should not recognize any gain or loss on the date that the Liquidating Trust Assets are transferred to the Liquidating Trust, but should recognize gain or loss in an amount equal to: (i) the amount of cash and the fair market value of any other property actually distributed to such Holder less (ii) the adjusted tax basis of its Claim. It is possible, however, that such Holders may be required to recognize the fair market value of such Holder's allocable share of the Liquidating Trust Assets, as an amount received for purposes of computing gain or loss, either on the Effective Date or the date such Holder's Claim becomes an Allowed Claim.

Holders of Allowed Claims will be treated as receiving a payment of interest (includible in income in accordance with the Holder's method of accounting for tax purposes) to the extent that any cash or other property received (or deemed received) pursuant to the Plan is attributable to accrued but unpaid interest, if any, on such Allowed Claims. The extent to which the receipt of cash or other property should be attributable to accrued but unpaid interest is unclear. The Debtors and the Liquidating Trust intend to take the position, that such cash or property distributed pursuant to the Plan will first be allocable to the principal amount of an Allowed Claim and then, to the extent necessary, to any accrued but unpaid interest thereon. Each Holder should consult its tax advisor regarding the determination of the amount of consideration received under the Plan that is

attributable to interest (if any). A Holder generally will be entitled to recognize a loss to the extent any accrued interest was previously included in its gross income and is not paid in full.

VII.

RISK FACTORS IN CONNECTION WITH THE PLAN

The Holders of Claims against the Debtors should read and carefully consider the following risk factors, as well as the other information set forth in this Disclosure Statement (and the documents delivered together herewith), before deciding whether to vote to accept or reject the Plan. These risk factors should not, however, be regarded as constituting the only risks associated with the Plan and its implementation.

A. Bankruptcy Considerations

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will confirm the Plan as proposed. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate the re-solicitation of votes.

In addition, the occurrence of the Effective Date is conditioned on the satisfaction of the conditions precedent set forth in the Plan, and there can be no assurance that such conditions will be satisfied. In the event the conditions precedent described in the Plan have not been satisfied as of the Effective Date, then the Confirmation Order will be vacated, no distributions will be made pursuant to the Plan, and the Debtors and all Holders of Claims will be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because each Class of Claims and Interests encompass Claims or Interests, as applicable, that are

substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

The liquidation of certain assets and the prosecution of certain Causes of Action may result in the availability of additional assets for distribution pursuant to the Plan's terms. The potential recoveries from any such actions, however, are unknown. In addition, there can be no assurance that the Liquidating Trust assets will be sufficient to pay the fees and expenses of the Liquidating Trustee or make any distributions to the Beneficiaries.

As to each Impaired Class that has not accepted the Plan, the Plan may be confirmed if the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to these Classes. The Plan Proponents believe that the Plan satisfies these requirements. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

B. No Duty to Update Disclosures

The Debtors have no duty to update the information contained in this Disclosure Statement, unless otherwise specified herein, or unless the Debtors are required to do so pursuant to an order of the Bankruptcy Court.

C. Representations Outside this Disclosure Statement

This Disclosure Statement contains representations concerning or related to the Debtors and the Plan that are authorized by the Bankruptcy Code and the Bankruptcy Court. Please be advised that any representations or inducements made outside this Disclosure Statement and any related documents which are intended to secure your acceptance or rejection of the Plan should not be relied upon by Holders of Claims that are entitled to vote to accept or reject the Plan.

D. No Admission

The information and representations contained herein shall not be construed to constitute an admission of, or be deemed evidence of, any legal effect of the Plan on the Debtors, the Liquidating Trustee, or Holders of Claims.

E. Tax and Other Related Considerations

A discussion of potential tax consequences of the Plan is set forth in this Disclosure Statement. However, the content of this Disclosure Statement is not intended and should not be construed as tax, legal, business or other professional advice. Holders of Claims should seek advice from their own independent tax, legal or other professional advisors based on their own individual circumstances.

VIII.

RECOMMENDATION AND CONCLUSION

The Debtors believe the Plan provides the best available alternative for maximizing the recoveries that creditors may receive from the Estates. Therefore, the Debtors recommend that all creditors that are entitled to vote on the Plan vote to accept the Plan.

DATED: November 25, 2025 MARSHACK HAYS WOOD LLP

/s/ Aaron E. de Leest
By: _____
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EXHIBIT A

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CADUCEUS MEDICAL SERVICES, LLC

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re CADUCEUS PHYSICIANS MEDICAL GROUP, a Professional Medical Corporation, dba CADUCEUS MEDICAL GROUP, Debtor. ☒ ALL DEBTORS ☐ Caduceus Physicians Medical Group, dba Caduceus Medical Group, ONLY ☐ Caduceus Medical Services, LLC, ONLY	Case No. 8:24-bk-11945-SC Chapter 11 (Jointly Administered with 8:24-bk-11946-SC) DEBTORS' FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION

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I.

INTRODUCTION

On August 1, 2024 ("Petition Date"), Caduceus Physicians Medical Group, a Professional Medical Corporation dba Caduceus Medical Group ("CPMG") and Caduceus Medical Services, LLC ("CMS"), each filed a voluntary Chapter 11 petitions for relief under the Bankruptcy Code.

This document is the Chapter 11 Plan (the "Plan") proposed by CPMG and CMS. The two plan proponents, whose bankruptcy cases are being jointly administered, are collectively referred to herein as "Debtors."

This document is the Chapter 11 Plan ("Plan") proposed by the Debtors. This Plan proposes to transfer all assets of the Debtors' bankruptcy estates ("Estates") into a liquidating trust ("Liquidating Trust"), which will be governed by the terms of the "Liquidating Trust Agreement" attached as Exhibit 1 hereto. All creditors who hold Allowed General Unsecured Claims against the Estates will become beneficiaries of the Liquidating Trust (collectively the "Beneficiaries"). A "Liquidating Trustee" will hold all of the Estates' assets, may pursue claims and causes of action the Estates have or may have against third parties, and, after paying costs of administration, will distribute all of the Liquidating Trust's assets to the Beneficiaries.

If the Plan is approved, the Liquidating Trustee will be Howard B. Grobstein, Debtors' current Chief Restructuring Officer. It is anticipated that the Liquidating Trustee will retain Debtors' counsel, Marshack Hays Wood, LLP, as his counsel to assist in fulfilling his duties as the Liquidating Trustee, as well as other professionals if it is appropriate to do so. The Debtors believe Mr. Grobstein's retention of Marshack Hays Wood, LLP will promote the efficient administration of the remaining assets of the Estates for the benefit of creditors.

All Holders of Claims and Interests are encouraged to read this Plan and the accompanying Disclosure Statement in their entirety before voting to accept or reject this Plan.

If confirmed, this Plan will bind all persons it provides for, whether or not they accept this Plan, object to confirmation, file a proof of claim or interest, or have their claims or interests allowed.

Your rights may be affected. Read these papers carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

II.

DEFINITIONS; RULES OF INTERPRETATION; AND COMPUTATION OF TIME

A. Definitions

In this document, capitalized terms have the meanings ascribed to them in the foregoing Introduction and in Exhibit A.

B. Rules of Interpretation

For purposes of this Plan:

1. the rules of construction set forth in section 102 of the Bankruptcy Code shall apply;

2. in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender;

3. any reference herein to the word "including" or any word of similar import shall be read to mean "including without limitation";

4. unless otherwise specified, all references to "Sections" or "Exhibits" are references to the Plan's sections or exhibits;

5. unless otherwise specified, the words "herein," "hereof" and "hereto" refer to the Plan in its entirety rather than a particular portion of the Plan;

6. captions and headings to Sections are inserted for the convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan;

7. any reference herein to a contract, agreement, lease, plan, policy, document or instrument being in a particular form or on particular terms and conditions means that the same shall be substantially in that form or substantially on those terms and conditions;

8. any reference herein to a contract, agreement, lease, plan, policy, document or instrument or schedule or exhibit thereto, whether or not filed, shall mean the same as amended,

restated, modified or supplemented from time to time in accordance with the terms hereof or thereof;

9. any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and permitted assigns;

10. unless otherwise specified, anything required to be done by the Debtors or the Liquidating Trustee, as applicable, on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter; and

11. any term that is used but not defined herein has the meaning attributed to that term, if any, in the Bankruptcy Code or the FRBP.

C. Time Periods

In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of FRBP 9006(a) shall apply. If any payment, distribution, act or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

III.

EFFECTIVE DATE CONDITIONS

A. Conditions to the Effectiveness of the Plan

The following events must occur and be satisfied on or before the Effective Date for the Plan to be effective on the Effective Date:

1. Entry on the Docket of a Confirmation Order. The Conformation Order shall include provisions which, among other things:

(a) confirms and approves the Plan;

(b) authorizes and approves the Liquidating Trust Agreement and all other documents, instruments and agreements to be executed and delivered in connection with the confirmation and effectiveness of the Plan;

(c) appoints or approves the appointment of the Liquidating Trustee; and

(d) orders that the transfers contemplated under the Plan (i) are or will be legal, valid and effective transfers of property for fair and reasonable consideration, (ii) vest or will vest in the transferee good title to such property free and clear of all Liens, Claims and other interests of any kind and in accordance with section 1123(a)(5) and (b)(5) of the Bankruptcy Code, except those expressly provided for under the Plan, (iii) do not and will not constitute fraudulent conveyances or transfers or unlawful distributions under any applicable law, and (iv) do not and will not, except as expressly contemplated by the Liquidating Trust Agreement, subject the Liquidating Trust, the Liquidating Trustee, the Estates, the Debtors, or any of their current or future officers, directors, employees, owners, partners, beneficiaries, members, professionals, agents or representatives or any of the property transferred to any liability by reason of such transfer under any applicable law, including any laws relating to fiduciary duty or successor or transferee liability.

2. Any stay of enforcement of the Confirmation Order has expired or is otherwise no longer in effect.

3. Execution and delivery of the Liquidating Trust Agreement and all documents, instruments and agreements to be executed in connection therewith.

The second and third conditions set forth above may be waived in whole or in part by the Debtors. The first condition regarding entry of the Conformation Order and provisions required to be included therein may not be waived.

B. Effect of Failure of Conditions to the Effectiveness of the Plan

If the Effective Date does not occur, upon notification submitted by the Debtors to the Court: (a) the Confirmation Order shall be vacated, (b) no distributions under the Plan shall be made, (c) the Debtors, the Estates, and all Holders of Claims and Interests shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and (d) the Debtors' and the Estates' obligations with respect to the Claims and Interests shall remain unchanged and nothing contained in the Plan shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtors, the Estates, or any other person, or to prejudice in any manner the rights of the Debtors, the Estates, or any person in any further proceedings involving the Debtors or the Estates.

C. Effect of Entry of Order Denying Confirmation of the Plan

If an order denying confirmation of the Plan is entered, then the Plan shall be null and void in all respects, and nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Interests in the Debtors and the Estates; (b) prejudice in any manner the rights of the Holder of any Claim against, or Interest in, the Debtors and the Estates; (c) prejudice in any manner any right, remedy or claim of the Debtors or the Estates, or (d) be deemed an admission against interest by the Debtors or the Estates.

IV.

CLASSIFICATION OF CLAIMS AND INTERESTS

A. General Overview

As required by the Bankruptcy Code, the Plan classifies Claims and Interests according to their right to priority of payment as provided in the Bankruptcy Code. Except for certain types of Claims that do not get put into classes, the Plan classifies Claims for all purposes, including voting, confirmation and distributions under the Plan. A Claim is classified in a particular Class only to the extent that it falls within the class description.

B. Unclassified Claims

Certain types of claims are not placed into voting classes; instead they are unclassified. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to a specific treatment provided for them in the Bankruptcy Code. Unclassified Claims consist of (1) Administrative Expense Claims and (2) Priority Tax Claims.

C. Classified Claims and Interests

All other Claims and Interests are separated into the following voting classes:

- Class 1 consists of General Unsecured Claims. This Class is Impaired. Each Holder of an Allowed Class 1 Claim, and each Holder of an Allowed Class 1 Claim that has been temporarily allowed for voting purposes by order under FRBP 3018(a), is entitled to vote to accept or reject the Plan.

- Class 2 consists of Interests of CPMG. This Class is Impaired. The Holder of an Allowed Class 2 Interest is not entitled to vote to accept or reject the Plan because Class 2is deemed to have voted to reject the Plan since Class 2 will not receive or retain any property under the Plan.
- Class 3 consists of Interests of CMS. This Class is Impaired. The Holder of an Allowed Class 3 Interest is not entitled to vote to accept or reject the Plan because Class 3 is deemed to have voted to reject the Plan since Class 3 will not receive or retain any property under the Plan.

V.

ALLOWANCE AND TREATMENT OF UNCLASSIFIED CLAIMS

A. Administrative Expense Claims

1. U.S. Trustee Fees

Allowance: U.S. Trustee Fees shall be allowed in accordance with 28 U.S.C. § 1930.

Treatment: All fees due and payable pursuant to 28 U.S.C. § 1930 prior to the Effective Date shall be paid by the Debtors on or before the Effective Date. After the Effective Date, the Liquidating Trustee shall pay any and all such fees when due and payable.

2. Professional Fee Claims

Identity of Professional Fee Claims: Entities known or believed by the Debtors to hold or otherwise assert Professional Fee Claims, and estimates of the fees that costs that will be owed to them as of the Effective Date, are as follows:

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Description	Estimated Amount Owed[1]	Treatment
Clerk's Office Fees	$0.00[2]	Paid in full on or before the Effective Date.
Office of the United States Trustee Quarterly Fees	$0.00	Paid in full.
Ordinary-Course Administrative Claims	$0.00	Unless the Debtors object to the ordinary-course administrative claim, the claim will be allowed in accordance with the terms and conditions of the particular transaction giving rise to the ordinary-course administrative claim, and the person holding the ordinary-course administrative claim need not file any request for payment of its claim and will be paid in the ordinary course of business.
Non-Ordinary Course Administrative Claim	$0.00	To the extent that any non-ordinary course administrative claims are allowed, they will be paid in full by the Debtors on the later of the Effective Date or immediately after the Court enters a final order allowing the non-ordinary course administrative claim.
Administrative Tax Claim	$0.00	Unless the Debtors object to an administrative tax claim or otherwise disputes the administrative tax claim in accordance with applicable law, the claim will be allowed in accordance with the terms and conditions of the particular transaction that gave rise to the administrative tax claim, and the person holding the administrative tax claim need not file any request for payment of its claim. Any allowed administrative tax claim will be paid in the ordinary course of business, currently and timely as they are incurred and billed, unless the Debtors object to or otherwise disputes such administrative tax claim in accordance with applicable law. In an event of default, and to the extent such administrative tax claim is also secured, the payment thereof will include all costs, fees, charges and interest, if applicable, as required under 11

[1] The estimate of professional fee claims in this chart is only an estimate and may change based upon the legal or financial services required during this Case and upon what the Court ultimately awards to professionals. The Estate remains liable for all allowed professional fees and costs regardless of the estimates. These amounts are in addition to what the professionals have been paid on an interim basis.

[2] The Debtors have not commenced any adversary proceedings or filed any motions for which any fee would be due at the conclusion of the case.

		U.S.C. §§ 506(b) and 511, and applicable non-bankruptcy law.
Marshack Hays Wood LLP ("MHW")	$275,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. MHW anticipates and understands that it will be paid through the ERC funds.
Grobstein Teeple LLP ("CRO")	$350,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. CRO anticipates and understands that it will be paid through the ERC funds.
ArentFox Schiff LLP ("ArentFox")	$125,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. ArentFox anticipates and understands that it will be paid through the ERC funds.
Stretto, Inc. Claims Noticing Agent	$75,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. Stretto anticipates and understands that it will be paid through the ERC funds.
CAPATA Accountant for Debtors	$50,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. Accountant anticipates and understands that it will be paid through the ERC funds.
Stanley Otake Patient Care Ombudsman ("PCO")	$7,455 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. PCO anticipates and understands that it will be paid through the ERC funds.
Lucy L. Thomson Consumer Privacy Ombudsman ("CPO")	$24,900 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. CPO anticipates and understands that it will be paid through the ERC funds.
TOTAL	$907,355	

Allowance: A Professional Fee Claim will be Allowed only if: (1) on or before the Administrative Expense Claim Bar Date (i.e., 30 days after the Effective Date), the Holder of the Claim Files with the Court a final fee application or a motion requesting allowance of the Claim; and (2) the Court subsequently enters an order allowing the Claim.

Notice of the hearing on the fee application or motion shall be given in accordance with Local Rule 2016-1(c), on not less than 21 days' notice. The Liquidating Trustee or any other party in interest may File an objection to the application or motion within the time provided by the Local Rules, or within any other period that the Court establishes.

Treatment: Unless otherwise agreed by the Holder of an Allowed Professional Fee Claim, an Allowed Professional Fee Claim shall be paid in the full Allowed amount of such Claim in Cash on or before 10 Business Days after the date on which the Court enters an order determining such Claim to be an Allowed Professional Fee Claim.

If the Court enters an order allowing a Professional Fee Claim, and an appeal of the order is Filed by the Holder of the Claim or a party that objected to allowance of the Claim, the Liquidating Trustee shall pay the Allowed amount of the Claim on or before 10 Business Days after the date on which the Court enters the order allowing the Claim. Until the order becomes a Final Order, such payment shall be deemed an interim payment subject to disgorgement or supplement in the event that an appeal is filed and the Professional Fee Claim ultimately is Allowed in a different amount, or Disallowed, by a Final Order of the Court.

3. Other Administrative Expense Claims

Identity of Other Administrative Expense Claims: Entities known or believed by the Debtors to hold or otherwise assert Other Administrative Expense Claims are as follows:

Claimant	Basis for Claim	Estimate
Internal Revenue Service	Postpetition taxes	$0
Franchise Tax Board	Postpetition taxes	$0

The above list may not be inclusive of all Other Administrative Expense Claims that may be asserted against the Estates. Any Holder of an Other Administrative Expense Claim must seek allowance of such Claim as set forth below.

Allowance: An Other Administrative Expense Claim shall be Allowed only if: (1) on or before the Administrative Expense Bar Date (which is 30 days after the Effective Date), the Holder of the Claim Files with the Court a final fee application or a motion requesting allowance of the Claim; and (2) the Court subsequently enters an order allowing the Claim.

The motion shall be Filed and determined pursuant to Local Rule 9013-1(o), upon notice of opportunity to object and request a hearing. The Liquidating Trustee or any other party in interest may File and serve a response and request a hearing on or before 30 days after the Administrative Expense Bar Date, unless such time period is extended by the Court. If the response period expires without the filing of any response and request for hearing, the Holder of the Other Administrative Expense Claim may file a declaration and lodge a proposed order pursuant to Local Rule 9013-1(o)(3). If a timely response and request for hearing is Filed, the Holder of the Claim shall schedule a hearing and give not less than 14 days' notice of the hearing pursuant to Local Rule 9013-1(o)(4).

The Holder of an Other Administrative Expense Claim that does not timely File a motion requesting allowance of the Claim will be forever barred from asserting the Claim against the Debtors, the Estates, the Liquidating Trust, or their respective property.

Treatment: Unless otherwise agreed by the Holder of an Other Administrative Expense Claim, an Allowed Other Administrative Expense Claim shall be paid in the full Allowed amount of such Claim in Cash on or before 10 Business Days after the date any order determining such Claim to be an Allowed Other Administrative Expense Claim becomes a Final Order.

B. Priority Tax Claims

Identity of Priority Tax Claims: Entities known or believed by the Debtors to hold or otherwise assert Priority Tax Claims are as follows:

Claimant	Claim Amt.
Internal Revenue Service	$40,550.01

Franchise Tax Board	$1,692.72
County of Orange Treasurer-Tax Collector	$9,705.71

Allowance: A Priority Tax Claim shall be Allowed only if it satisfies the definitional requirements of an Allowed Claim.

The Liquidating Trustee or any other party in interest may File an objection to a Priority Tax Claim on before the Claims Objection Deadline. Objections to Priority Tax Claims shall be Filed, served and set for hearing in accordance with FRBP 3007, Local Rule 3007-1, and any and all other rules and procedures applicable to objections to claims brought before the Court.

Treatment: Unless otherwise agreed by the Holder of a Priority Tax Claim, an Allowed Priority Tax Claim shall be paid in the full Allowed amount of such Claim, plus interest at the Legal Rate, not later than five (5) years after the Petition Date, as provided in Section 1129(a)(9)(C). Notwithstanding the foregoing, if an objection to a Priority Tax Claim is timely Filed, an Allowed Priority Tax Claim shall be paid in the full Allowed amount of such Claim on or before 10 Business Days after the date any order determining such Claim to be an Allowed Priority Tax Claim becomes a Final Order.

VI.

TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

The following is a summary of the classes of Claims and Interests for which treatment is provided under the Plan:

Class #	Description	Impairment
1	General Unsecured Claims	Impaired
2	Interests - CPMG	Impaired
3	Interests - CMS	Impaired

A. Class 1 (General Unsecured Claims)

Classification. Class 1 consists of all General Unsecured Claims, including the unsecured deficiency claims of Despierta LLC, Austin Business Finance LLC dba Backd, LendSpark Corporation, and Rise Health Services, Inc. Entities known or believed by the Debtors to hold or

otherwise assert Class 1 Claims are identified in Exhibit 2 to the Plan. The scheduled amount of Class 1 Claims asserted against the Estates is $6,423,136.

Impairment. Class 1 is impaired under the Plan.

Voting. Holders of Class 1 Claims are entitled to vote to accept or reject the Plan.

Treatment. Allowed Class 1 Claims will be transferred to the Liquidating Trust. Unless otherwise agreed by a Holder of a Class 1 Claim, each Holder of a Class 1 Claim shall be paid *pro rata* from funds received by the Liquidating Trust after payment of U.S. Trustee Fees, Professional Fee Claims, Other Administrative Expense Claims, Priority Tax Claims, Class 1 Claims, and the expense of administration of the Liquidating Trust.

B. Class 2 (Interests of CPMG)

Classification. Class 2 consists of Interests in CPMG. The Holder of an Interest in CPMG is (1) Dr. Michael Hall (who owns 50.0% of the company); (2) Dr. Dennis Ponzio (who owns 41.38% of the company); and (3) Dr. Thomas Parsa (who owns 8.62% of the company). *See* SOFA, Dk. No. 81, pg. 286-287.

Impairment. Class 2 is impaired under the Plan.

Voting. Holders of Class 2 Interests are not entitled to vote to accept or reject the Plan because they are deemed to have rejected the Plan because Class 2 will not receive or retain any property under the Plan on account of Class 2 Interests in CPMG.

Treatment. On the Effective Date, all Interests in CPMG shall be cancelled, annulled, and extinguished and of no further force or effect without any further action by any party.

C. Class 3 (Interests of CMG)

Classification. Class 3 consists of Interests in CMG. The only Holder of an Interest in CMS is CPMG.

Impairment. Class 3 is impaired under the Plan.

Voting. Holders of Class 3 Interests are not entitled to vote to accept or reject the Plan because they are deemed to have rejected the Plan because Class 3 will not receive or retain any property under the Plan on account of Class 3 Interests in CMG.

Treatment. On the Effective Date, all Interests in CMG shall be cancelled, annulled, and extinguished and of no further force or effect without any further action by any party.

VII.

CONFIRMABILITY OF PLAN AND CRAMDOWN

If Class 1 votes to reject the Plan, the Plan will not be confirmed and the Debtors will *not* request that the Court confirm the Plan under the cramdown provisions of the Bankruptcy Code.

VIII.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

All Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date, except for Executory Contracts and Unexpired Leases that (a) have been assumed pursuant to the Sale Order or other order of the Court, or (b) are the subject of a motion for such an order pending as of the Confirmation Hearing. Entry of the Confirmation Order by the Court shall constitute an order approving the rejection of Executory Contracts and Unexpired Leases as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective as of the Effective Date.

B. Claims Based on Rejection of Executory Contracts and Unexpired Leases

A proof of claim asserting a Rejection Damages Claim shall be Filed no later than 30 days after the Effective Date. If no objection to the Rejection Damages Claim is Filed on or before the Claims Objection Deadline, the Rejection Damages Claim shall become an Allowed Claim. Each Allowed Rejection Damages Claim shall be classified and treated as a Class 1 Claim.

The Holder of a Rejection Damages Claim that does not timely File a proof of claim asserting such a Claim shall be forever barred from asserting such Claim against the Debtors, the Estates, the Liquidating Trust, or their respective property.

C. Contracts and Leases Entered Into After the Petition Date

After the Effective Date, contracts and leases entered into after the Petition Date by the Debtors, including the APA, shall be performed by the Liquidating Trustee only if said contract or lease was previously approved the Court.

IX.

DISPUTED CLAIMS AND INTERESTS; SETOFF AND RECOUPMENT

A. Objections to Claims

Except as provided in Section V.A.2 (regarding Professional Fee Claims), any objection to a Claim shall be Filed and served upon the Holder of such Claim on or before the Claims Objection Deadline. Any Claim to which an objection remains pending on the Claims Objection Deadline, shall be deemed a Disputed Claim until the Claim is Allowed or disallowed by a Final Order.

B. No Distributions with Respect to Disputed Claims

Notwithstanding any provision of the Plan, distributions will be made by the Liquidating Trustee on account of a Disputed Claim only after, and only to the extent that, the Disputed Claim becomes an Allowed Claim or is deemed to be an Allowed Claim for distribution purposes.

C. Extension of the Claims Objection Deadline

After the Effective Date, the Liquidating Trustee may File a motion with the Court to extend the Claims Objection Deadline. The filing of such a motion shall automatically extend the Claims Objection Deadline. If the motion is denied by the Court, the Claims Objection Deadline shall be 30 calendar days after the date of entry of the order denying the motion. In the event of an appeal, the Claims Objection Deadline shall automatically extend to the later of the then-current Claims Objection Deadline (as previously extended, if applicable) or 30 calendar days after entry of a Final Order affirming or denying the Court's order granting or denying the motion to extend the Claims Objection Deadline.

D. Authority to Compromise Disputed Claims

After the Effective Date, the Liquidating Trustee may settle and compromise a Disputed Claim in the Liquidating Trustee's sole discretion without Court approval.

E. Setoff and Recoupment

The Liquidating Trustee may set off, recoup, or withhold against distributions to be made on account of any Allowed Claim any claims that the Debtors, the Estates, or the Liquidating Trust may have against the Holder of such Allowed Claim. The Liquidating Trustee will not waive or

release any claim against those entities by failing to effect such a setoff or recoupment, by allowing any Claim against the Debtors or the Estates, or by making a distribution on account of an Allowed Claim.

X.

MEANS OF IMPLEMENTATION

A. From the Confirmation Date to the Effective Date

Although the Plan will become effective only on the Effective Date, on and after the Confirmation Date until the Effective Date, the Debtors shall take or cause to be taken all actions which are necessary to enable the Plan to become effective on the Effective Date and to implement and perform the Plan on and after the Effective Date.

B. Sale of Estates Property

Pursuant to the Sale Order, the Debtors sold substantially all assets of the Estates to Anchor Medical Group, P.C. ("Anchor Medical") and Anchor Medical Management, Inc. ("Anchor Management" and collectively with Anchor Medical, "Anchor").

C. Preservation of Causes of Action

Except as otherwise provided in the Plan, each Cause of Action held by the Debtors and the Estates shall be preserved and, along with the exclusive right to enforce such Cause of Action, shall vest on the Effective Date exclusively in the Liquidating Trustee, on behalf of the Liquidating Trust. Unless a Cause of Action is expressly waived, relinquished, released or compromised in the Plan or an order of the Court, the Liquidating Trustee expressly reserves such Cause of Action for later adjudication and, accordingly, no doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), laches or other preclusion doctrine shall apply to such Cause of Action as a consequence of the Confirmation, the Plan, the vesting of such Cause of Action in the Liquidating Trustee on behalf of the Liquidating Trust, any order of the Court or this Case.

No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against such Entity as any indication that the Liquidating Trustee will not pursue such Cause of Action.

Nothing in this Section shall limit the ability of any party in interest to object to any Claim prior to the Claims Objection Deadline unless otherwise ordered by the Court.

D. Management of the Debtors

No Person will manage the Debtors after the Effective Date because, pursuant to Section X.G.3 of the Plan, the Debtors will be dissolved as of the Effective Date.

E. The Liquidating Trust

1. Establishment of the Liquidating Trust

On the Effective Date, the Liquidating Trust shall be created pursuant to the Liquidating Trust Agreement and the Plan for the benefit of the Holders of Allowed Claims. The Liquidating Trust shall be known as "The Caduceus Liquidating Trust."

The Confirmation Order shall approve the Liquidating Trust Agreement. If it is not previously signed, the Debtors and the Liquidating Trustee shall execute the Liquidating Trust Agreement on the Effective Date.

The functions and procedures applicable to the Liquidating Trust, powers and duties of the Liquidating Trustee, and rights of Holders of beneficial interests in the Liquidating Trust, shall be governed by the provisions of the Liquidating Trust Agreement. However, if there is any conflict, the terms of the Plan shall govern.

2. Appointment of the Liquidating Trustee

The Confirmation Order shall appoint Howard B. Grobstein to serve as the Liquidating Trustee and such appointment will become effective on the Effective Date. The Liquidating Trustee shall act in accordance with the Liquidating Trust Agreement and the Plan for the duration of the Liquidating Trust, subject to earlier death, resignation, incapacity or removal as provided in the Liquidating Trust Agreement.

The Liquidating Trustee may serve without any bond, but is not prohibited from securing a bond if, in the Liquidating Trustee's discretion, the Liquidating Trustee concludes that doing so is appropriate.

3. Beneficiaries of the Liquidating Trust

In accordance with Treasury Regulations Section 301.7701-4(d), the Beneficiaries of the Liquidating Trust are the Holders of Class 1 Claims.

On the Effective Date, the Beneficiaries shall receive, on account of their unpaid Claims against the Estates, an allocation of Liquidating Trust Interests as provided for in the Liquidating Trust Agreement, in order to implement the distributions provided for herein, and shall receive on account of their respective Liquidating Trust Interests, distributions from the Liquidating Trust in compliance with the Plan. These distributions from the Liquidating Trust, which may be less than the full Allowed Claim amounts, are in full and complete satisfaction, discharge, exchange, and release of the Allowed Claim amounts.

Liquidating Trust Interests will not be evidenced by any certificate or other instrument or document. The Claims underlying the Liquidating Trust Interest remain subject to claim objections by the Liquidating Trustee, and the Liquidating Trust Interest remains subject to revocation by the Liquidating Trustee if an underlying Class 1 Claim subsequently becomes a Disallowed Claim.

Liquidating Trust Interests are transferable and assignable, as set forth in section 2.2 of the Liquidating Trust Agreement.

4. Transfer of Property to the Liquidating Trust

On the Effective Date, pursuant to the Plan and sections 1123, 1141 and 1146(a) of the Bankruptcy Code, the Debtors shall transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, all of the Debtors' and the Estates' right, title and interest in and to the Liquidating Trust Assets, free and clear of all Liens, Claims, and other interests of any kind in such property, except as contemplated by the Plan. To the extent required to implement the transfer of Liquidating Trust Assets from the Debtors and the Estates to the Liquidating Trust and the Liquidating Trustee, all Persons shall cooperate with the Debtors to assist in implementing said transfers.

For all United States federal income tax purposes, all parties will treat the transfer of assets to the Liquidating Trust as a transfer of such assets to the holders of beneficial interests in the Liquidating Trust followed by a transfer of such assets by such holders of beneficial interests to the

Liquidating Trust, with the holders of beneficial interests in the Liquidating Trust being treated as the grantors and owners of the Liquidating Trust. The Liquidating Trust is intended to qualify as a "grantor trust" for United States federal income tax purposes with the holders of beneficial interests in the Liquidating Trust being treated as the grantors and owners of the Liquidating Trust. Accordingly, because a grantor trust is treated as a pass-through entity for United States federal income tax purposes, generally no tax should be imposed on the Liquidating Trust as a result of the transfer of assets thereto or on the income earned or gain recognized by the Liquidating Trust. Instead, the holders of beneficial interests in the Liquidating Trust may be taxed on their allocable share of such net income or gain in each taxable year of the Liquidating Trust (determined in accordance with the Liquidating Trust Agreement), and will be responsible for paying the taxes associated with such allocable net income and gain whether or not they received any distributions from the Liquidating Trust in such taxable year.

5. Liquidating Trust's Distribution of Cash

After the Effective Date, the Liquidating Trustee shall pay all expenses of the Liquidating Trust from property in the Liquidating Trust, establish and maintain reserves in accordance with the Liquidating Trust Agreement and the Plan, and make, at the Trustee's discretion, periodic distributions of Cash to the Holders of Allowed Claims (including Allowed Administrative Expense Claims) from the Liquidating Trust in accordance with the Liquidating Trust Agreement and the Plan.

6. Powers and Duties of the Liquidating Trustee

Among other things, the Liquidating Trustee shall have the following rights, powers and duties, at all times in accordance with the Liquidating Trust Agreement:

(a) accept delivery from the Debtors of all assets to be transferred from the Debtors and the Estates to the Liquidating Trust pursuant to the Liquidating Trust Agreement and the Plan;

(b) hold and distribute, in accordance with the Liquidating Trust Agreement and the Plan, all assets transferred to the Liquidating Trust;

(c) manage the affairs of the Liquidating Trust;

(d) except as specified in the Plan, determine the frequency and amount of payments in accordance with section 4.1 of the Liquidating Trust Agreement;

(e) establish and maintain reserves for payment of Liquidating Trust Expenses, Disputed Claims, and unclaimed distributions in accordance with the Plan and the Liquidating Trust Agreement;

(f) collect and marshal all assets of the Debtors and the Estates, reduce such assets to cash, and make interim and final distributions in accordance with the Plan and the Liquidating Trust Agreement;

(g) monitor and enforce the implementation of the Plan;

(h) file all federal, state, and local tax and regulatory forms, returns, reports and other documents required with respect to the Debtors, the Estates and the Liquidating Trust, and pay any taxes shown as due thereon;

(i) in the Liquidating Trustee's reasonable business judgment, investigate, prosecute and/or settle actions or litigation of the Debtors, the Estates, or the Liquidating Trust, including all Causes of Action, without supervision by the Court and free of any restrictions of the Bankruptcy Code or FRBP, other than any restrictions expressly imposed by the Plan;

(j) in the Liquidating Trustee's reasonable business judgment, investigate and prosecute objections to Claims, pursuant to the Plan and the Liquidating Trust Agreement;

(k) preserve and maintain, at the expense of the Liquidating Trust, the Debtors' books and records, provided that the Liquidating Trustee, in the Liquidating Trustee's reasonable business judgment, may destroy any and all books and records of the Debtors if they are no longer of any value to the Liquidating Trust;

(l) submit all required U.S. Trustee and Court reports, and pay all required U.S. Trustee Fees until the Case is closed;

(m) take all actions necessary and create any documents necessary to wind up the affairs of the Liquidating Trust and implement the Plan; and

(n) take all necessary actions and File all appropriate motions to obtain an order closing the Case.

The Liquidating Trustee shall succeed to all of the rights and powers of the Debtors and the Estates with respect to all Liquidating Trust Assets and Causes of Action, and the Liquidating Trustee shall be substituted and shall replace the Debtors and the Estates, as applicable, as the party in interest in any litigation pending as of the Effective Date.

The Liquidating Trustee, on behalf of the Liquidating Trust, shall be authorized to execute any documents that implement or are in aid of this Section, in particular, and the Plan in general.

7. Liquidating Trustee's Employment of Professionals; Compensation

On and after the Effective Date, the Liquidating Trustee may employ and compensate such professionals, agents and representatives as the Liquidating Trustee determines is necessary or appropriate pursuant to the terms of the Liquidating Trust Agreement and the Plan, including professionals, agents and representatives employed by the Estates prior to the Effective Date. Within 30 days after engagement by the Liquidating Trustee of any professional person, the Liquidating Trustee's retention of professionals after the Effective Date shall not be subject to Court approval. For sake of continuity, the Liquidating Trustee may employ Debtors' employed professionals after the Effective Date and without further Court approval.

The Liquidating Trustee and the professionals employed by the Liquidating Trustee may be compensated each month at the rate of 100% of fees incurred plus 100% of out-of-pocket costs expended for the prior month (including for fees and costs incurred prior to entry of the order approving the professional's employment). The Liquidating Trustee and professionals employed by the Liquidating Trustee must file applications for final compensation pursuant to the standards and procedures applicable to final applications filed pursuant to sections 330 and 331 of the Bankruptcy Code, FRBP 2016, Local Rule 2016-1, and any other applicable rules and procedures of the Court.

8. Compliance with Tax Requirements

The Liquidating Trust shall comply with all applicable withholding, payment and reporting requirements imposed on it by governmental units, and all distributions pursuant to the Plan shall

be subject to such withholding, payment and reporting requirements. The Liquidating Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment, and reporting requirements. All amounts withheld from distributions to the Holder of an Allowed Claim or Holder of a Liquidating Trust Interest and paid over to the applicable governmental unit on account of such Holder shall be treated as part of the distributions to such Holder.

Each Entity holding an Allowed Claim or Liquidating Trust Interest shall provide any information necessary to effect the necessary reporting and withholding of applicable taxes with respect to distributions to be made under the Plan. The Liquidating Trustee shall be entitled in its sole discretion to withhold any distributions to a Holder of an Allowed Claim or Liquidating Trust Interest that fails to provide tax identification or social security information upon written request.

Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim or Liquidating Trust Interest that is to receive a distribution on account thereof pursuant to the Plan or Liquidating Trust Agreement shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Liquidating Trustee for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Liquidating Trust in connection with such distribution. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an unclaimed distribution pursuant to Section XI.F of the Plan.

9. No Recourse Against the Liquidating Trustee

No recourse shall ever be had, directly or indirectly, against the Liquidating Trustee or any of the officers, employees, professionals, agents or representatives of the Liquidating Trust, whether by legal, equitable or other proceedings, pursuant to any law, statute, regulation or otherwise, by virtue of any indebtedness of the Debtors, the Estates, or the Liquidating Trust. All liabilities of the Liquidating Trust shall be enforceable only against and be satisfied only out of the

Liquidating Trust Assets or shall be evidence only of a right to payment out of the Liquidating Trust Assets, as the case may be.

10. Termination and Dissolution of the Liquidating Trust

The Liquidating Trust shall be dissolved upon the determination by the Liquidating Trustee to dissolve the Liquidating Trust upon performance and completion of all obligations and duties of the Liquidating Trust and Liquidating Trustee, as set forth in the Liquidating Trust Agreement.

F. Undeliverable and Unclaimed Distributions

If any distribution is returned as undeliverable, (1) the Liquidating Trustee shall make reasonable efforts to determine the address of such Holder of an Allowed Claim or Holder of a Liquidating Trust Interest and (2) no further distributions to the applicable Holder of an Allowed Claim or Holder of a Liquidating Trust Interest shall be made unless and until the Liquidating Trustee is notified in writing of such Holder of an Allowed Claim or Holder of a Liquidating Trust Interest's then-current address, at which time the undelivered distribution shall be made to such Holder of an Allowed Claim or Holder of a Liquidating Trust Interest without interest or dividends. All distributions that remain unclaimed for 90 days after attempted distribution shall indefeasibly revert to the Liquidating Trust. Upon such reversion, the Holder of an Allowed Claim or Holder of a Liquidating Trust Interest's entitlement to the distribution shall be automatically discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

G. Dissolution of the Debtors

1. Cancellation of Interests

On the Effective Date, all Interests in the Debtors shall be cancelled, annulled, and extinguished and of no further force or effect without any further action by any party.

2. Termination of Services of the Debtors' Director and CRO

On the Effective Date, and without further action by any party, the Debtors shall have no right to operate a business, and the services of the Debtors' directors and officers, including its current Chief Restructuring Officer, automatically are terminated. Notwithstanding the foregoing, the Liquidating Trustee shall have, and retain, authority as set forth in the Plan and the Liquidating

Trust Agreement to dispose of the Liquidating Trust Assets and otherwise implement the Plan in accordance with its terms.

3. Dissolution of the Debtors

On the Effective Date, the Debtors shall be deemed liquidated and dissolved as a legal entity, for all purposes, pursuant to applicable federal and state law, without further action by any entity, and the Confirmation Order shall contain a provision to such effect.

Notwithstanding the foregoing, without the need for any further approval, the Liquidating Trustee in the Liquidating Trustee's discretion may execute and file documents and take all other actions as the Liquidating Trustee deems appropriate relating to the dissolution of the Debtors under the applicable laws of any states, and in such event, all applicable regulatory or governmental agencies shall take all steps necessary to allow and effect the prompt dissolution of the Debtors as provided herein, without the payment of any fee, tax, or charge and without need for the filing of reports or certificates. Any actions by the Liquidating Trustee pursuant to the preceding sentence shall not modify, alter, or otherwise affect the deemed dissolution of the Debtors as of the Effective Date pursuant to this Section.

XI.

EFFECTS OF CONFIRMATION

A. Binding Effect of the Plan

Except as provided in section 1141(d)(3) of the Bankruptcy Code, the provisions of the Plan bind the Debtors, any entity acquiring property under the Plan, any creditor or equity security holder, and their successors, assigns, heirs, executors, administrators and representatives, whether or not the Claim or Interest of such creditor or equity security holder is impaired under the Plan and whether or not such creditor or equity security holder has accepted the Plan.

B. Vesting of Assets

Pursuant to sections 1123(b) and 1141(b) of the Bankruptcy Code, upon Plan confirmation, Plan property of the Estates will remain property of the Estates until the Effective Date. Upon the Effective Date, except as otherwise provided in (a) the Plan, (b) any contract, instrument, release or other agreement or document that is created pursuant to the Plan, or (c) the Confirmation Order, all

property of the Debtors and the Estates shall vest in the Liquidating Trustee, on behalf of the Liquidating Trust, free and clear of all Liens, Claims, and other interests of creditors and equity security holders.

The following shall be preserved and vest in the Liquidating Trust on the Effective Date, pursuant to sections 1123(b) and 1141(b) of the Bankruptcy Code, to the extent not released pursuant to the Plan, the Confirmation Order, or any other order of the Court: (a) Causes of Action of the Debtors and the Estates against any Entity; (b) all defenses, offsets, rights of recoupment, rights of disallowance, recharacterization and/or equitable subordination of the Debtors and the Estates with respect to Claims against the Debtors and the Estates; and (c) all rights of the Debtors, the Estates, and the Liquidating Trust arising from the Plan itself. Pursuant to sections 1123(b) and 1141(b) of the Bankruptcy Code, upon the vesting of all property of the Debtors and the Estates in the Liquidating Trustee, on behalf of the Liquidating Trustee, on the Effective Date, the Estates will cease to exist.

C. No Discharge

This Plan provides for the liquidation of all or substantially all of the property of the Estates. As a result, pursuant to section 1141(d)(3) of the Bankruptcy Code, the Debtors is not eligible to receive a discharge.

D. Continuation of Automatic Stay; Creditor Action Restrained

Except as provided in section 362(b) of the Bankruptcy Code or an order entered pursuant to section 362(d) of the Bankruptcy Code, the automatic stay of section 362(a) of the Bankruptcy Code shall remain in full force and effect with respect to the Debtors, the Estates, the Liquidating Trust, and property thereof.

This Plan is binding on every creditor and shareholder whose Claims and Interests are provided for in the Plan, whether or not such creditor or shareholder votes to accept the Plan. No creditor or shareholder may take any action to enforce any Claim against the Debtors, the Estates, or the Liquidating Trust except as provided in the Plan and the Liquidating Trust Agreement.

E. No Liability for Solicitation or Participation

As specified in section 1125(e) of the Bankruptcy Code, Persons that solicit acceptances or rejections of the Plan and/or that participate in the offer, issuance, sale, or purchase of securities offered or sold under the Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, shall not be liable, on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of securities.

XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Court will retain jurisdiction over the Case after the Effective Date to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. hear and determine objections to Claims;
2. hear and determine any dispute arising under the APA and the accompanying Interim Administrative Services Agreement ("ASA");
3. hear and determine any dispute arising under the Plan or Liquidating Trust Agreement, their implementation and the execution of any necessary documents thereunder;
4. enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan;
5. grant extensions of any deadlines set forth in the Confirmation Order as may be appropriate;
6. enforce all discharge, release and injunction provisions of the Plan;
7. consider and rule upon requests for final compensation;
8. hear and determine all motions, adversary proceedings, applications, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Liquidating Trustee after the Effective Date;

9. resolve any matters related to the assumption or rejection of any executory contract or unexpired lease to which the Debtors are a party or with respect to which the Debtors may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

10. ensure that distributions to Holders of Allowed Claims are accomplished as provided herein via the Liquidating Trust;

11. resolve disputes as to the ownership of any Claim;

12. hear and determine objections to Administrative Expense Claims and Claims;

13. enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

14. issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

15. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Court, including the Confirmation Order;

16. hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331 and 503(b) of the Bankruptcy Code;

17. hear and determine any issue for which the Plan requires a Final Order of the Court;

18. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

19. hear and determine Causes of Action preserved under the Plan, including Avoidance Actions;

20. hear and determine any matter regarding the existence, nature, and scope of the releases, exculpation, indemnification and injunctions provided in the Plan; and

21. enter a final decree closing the Case.

The foregoing list is illustrative only and not intended to limit in any way the Court's exercise of jurisdiction. If the Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of the Case, including matters set forth above, this Section shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

XIII.

MISCELLANEOUS PROVISIONS

A. Exculpation

Except as otherwise specially provided in the Plan or the Confirmation Order, none of the Debtors, the Estates, Howard B. Grobstein of Grobstein Teeple LLP (Debtor's Chief Restructuring Officer) and the Debtor's professionals employed in this case (collectively the "Exculpated Parties") shall have or incur any liability to any Holder of a Claim or Interest for any act or omission occurring on or after the Petition Date to the Effective Date in connection with, related to, or arising out of the Case and pursuit of implementation, confirmation or consummation of this Plan, except for willful misconduct or gross negligence, fraud or malpractice as construed under CA PRC 1.8.8.

Nothing in this Section shall limit the liability of any Person for breach of any express obligation such Person has under the terms of the Plan, or under any postpetition agreement or other postpetition document entered into by such Person, or in accordance with the terms of the Plan, or for any breach of a duty of care owed to any other Person occurring after the Effective Date.

B. Exemption from Transfer Taxes

Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment or any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, license transfer or other similar tax. For the avoidance of doubt, the transactions contemplated under the Plan include, among other things, all transactions and transfers contemplated in the Plan, including, without limitation, the transfer of the Debtors and the Estates' right, title and interest in property to the Liquidating Trust.

C. Expedited Tax Determination

The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the Debtors or the Estates for all taxable periods ending on or before the Effective Date.

D. Securities Laws

1. Exemption from Registration Issues

In reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and of state and local securities laws afforded by section 1145 of the Bankruptcy Code, the Liquidating Trust interests to be issued pursuant to the Plan on and after the Effective Date need not be registered under the Securities Act or any state or local securities laws.

2. Exchange Act Reporting Obligations and Registration under Investment Company Act

The Debtors anticipates that the Liquidating Trust may, under certain circumstances, be required to register or otherwise report under the Securities Act of 1934, as amended (the "Exchange Act"), and accordingly be required to file with the SEC and send to the holders of Liquidating Trust interests certain periodic reports and other information pursuant to the Exchange Act. The reports may be the same as or different from those required to be distributed to the holders of Liquidating Trust Interests pursuant to the Plan and the Liquidating Trust Agreement.

In addition, the Debtors currently anticipate that the Liquidating Trust will be exempt from registration under the Investment Company Act of 1940 ("Investment Company Act"). Exemptions may be sought from the SEC from all or some of the reporting requirements of the Exchange Act or the Investment Company Act, if it is determined that such reporting is required and that compliance with such requirements would be burdensome. The Debtors has not yet made any determinations regarding whether any such exemptions will be sought and the SEC had not yet made any determinations regarding such matters. There is no assurance that any such exemptions, if deemed necessary and applied for, will be granted.

E. Payment of Statutory Fees

All fees payable on or before the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on or before the Effective Date. After the Effective Date, the Liquidating Trustee shall pay all fees payable under 28 U.S.C. § 1930 until the Case is closed, dismissed, or converted.

F. Amendment, Modification or Withdrawal of the Plan

The Debtors reserve the right, in accordance with the Bankruptcy Code and subject to Court approval, to amend or modify the Plan prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Liquidating Trustee may amend or modify the Plan and Liquidating Trust Agreement, or remedy any defect or omission or reconcile any inconsistency in the Plan, in accordance with the Bankruptcy Code and subject to Court approval, and in such a manner as may be necessary to carry out the purpose and intent of the Plan and Liquidating Trust Agreement.

G. Governing Law

Unless a rule of law or procedure is supplied by (a) federal law (including the Bankruptcy Code and FRBP), or (b) an express choice of law provision in any agreement, contract, instrument, or document provided for, or executed in connection with, the Plan, the rights and obligations arising under the Plan and any agreements, contracts, documents, and instruments executed in connection with the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of California without giving effect to the principles of conflict of laws thereof.

H. Waiver of FRBP 7062

The Debtors may request that the Confirmation Order include (a) a finding that FRCP 62(a), made applicable by FRBP 7062, shall not apply to the Confirmation Order, and (b) authorization for the Debtors to consummate the Plan immediately after entry of the Confirmation Order.

I. Exhibits and Schedules

All exhibits and schedules to the Plan and Disclosure Statement are incorporated into and constitute a part of the Plan as if set forth herein.

J. Conflict

The terms of the Plan shall govern in the event of any inconsistency with the summaries of the Plan set forth in the Disclosure Statement. If there is any conflict between the Plan and the Liquidating Trust Agreement, the terms of the Plan shall govern.

K. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, trustee, administrator, successor or assign of such Entity.

L. Saturday, Sunday or Legal Holiday

If any payment or act under the Plan is required to be made or performed on a day that is not a Business Day, then the payment or act may be completed on the next day that is a Business Day, in which event the payment or act will be deemed to have been completed on the required day.

M. Post-Effective Date Effect of Evidences of Claims or Interests

Notes, bonds, stock certificates and other evidences of Claims against or Interests in the Debtors, and all instruments of the Debtors (in either case, other than those executed and delivered as contemplated hereby in connection with the consummation of the Plan, if any), shall, effective upon the Effective Date, represent only the right to participate in the distributions contemplated by the Plan.

N. Severability of Plan Provisions

If, before the Confirmation Date, the Court holds that any Plan term or provision is invalid, void, or unenforceable, the Court may alter or interpret that term or provision so that it is valid and enforceable to the maximum extent possible consistent with the original purpose of that term or provision. That term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the Plan's remaining terms and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. The Confirmation Order will constitute a judicial determination providing that each

Plan term and provision, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable under its terms.

O. No Admissions or Waiver of Objections

Notwithstanding anything to the contrary in the Plan, if the Plan is not confirmed, is revoked or otherwise the Effective Date does not occur, the Plan will be null and void, and nothing contained in the Plan or the Disclosure Statement will (1) be deemed to be an admission by the Debtors with respect to any matter discussed in the Plan, including liability on any Claim or the propriety of any Claim's classification, (2) constitute a waiver, acknowledgement, or release of any Claims, or (3) prejudice in any manner the rights of the Debtors or any other Entity in any further proceedings.

P. Survival of Settlements

All settlements approved by the Court pursuant to FRBP 9019 or otherwise shall survive consummation of the Plan. If the terms of the Plan are inconsistent with the terms of any Court-approved settlement, the terms of the Plan shall supersede any inconsistent settlement provisions.

Q. Post-Confirmation Status Reports

Pursuant to Local Rule 3020-1(b), the Confirmation Order shall provide as follows:

> Within 120 days of the entry of this order, the Liquidating Trustee shall file a status report explaining what progress has been made toward consummation of the Plan. The initial report shall be served on the United States trustee, the 20 largest unsecured creditors, and those parties who have requested special notice. Further reports shall be filed every 180 days thereafter and served on the same entities, unless otherwise ordered by the court.

R. Effect of Post-Confirmation Conversion to Chapter 7

If, after the Effective Date, the Court enters an order converting the Case to one under chapter 7 of the Bankruptcy Code, the Liquidating Trust Assets shall not be vested in the chapter 7 estate. This means that there would be no assets for a chapter 7 Trustee to administer if this case were converted to chapter 7 after the plan is confirmed.

S. Final Decree

Once the Estates has been fully administered within the meaning of FRBP 3022, the Liquidating Trustee shall file a motion with the Court to obtain a final decree to close the Case.

DATED: November 21, 2025

MARSHACK HAYS WOOD LLP

/s/ Aaron E. de Leest
By: _____
MATTHEW W. GRIMSHAW
DAVID A. WOOD
AARON E. DE LEEST
Attorneys for Debtors CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL MEDICAL CORPORATION dba CADUCEUS MEDICAL GROUP and CADUCEUS MEDICAL SERVICES, LLC.

EXHIBIT A

EXHIBIT A

DEFINITIONS

Administrative Expense Claim	means any Claim against the Estates for administrative costs or expenses entitled to priority under § 507(a)(2) or (b).
Administrative Expense Claim Bar Date	means the date that is 30 calendar days after the Effective Date.
Affiliate	has the meaning set forth in § 101(2) of the Bankruptcy Code.
Allowed	means, with respect to any Claim or Interest, except as otherwise provided in the Plan: (a) a Claim or Interest arising before the Effective Date (i) as to which a proof of claim has been filed in the Case, which has not been withdrawn and as to which no objection has been filed by the Claims Objection Deadline, or (ii) that is allowed or determined by Final Order of a court of competent jurisdiction; (b) any Claim or Interest that is agreed to, compromised, settled or otherwise resolved by the Debtors or the Liquidating Trustee; or (c) any Claim or Interest expressly allowed in the Plan.
APA	means the *ASSET PURCHASE AGREEMENT by and among CADUCEUS MEDICAL SERVICES, LLC, and CADUCEUS PHYSICIANS MEDICAL GROUP, as Sellers, and ANCHOR MEDICAL GROUP, P.C., and ANCHOR MEDICAL MANAGEMENT, INC., as Buyers* Dated: May 6, 2025
Avoidance Actions	means any and all avoidance, recovery, subordination or other claims, actions or remedies that may be brought by or on behalf of the Debtors or the Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under §§ 502, 510, 542, 544, 545, 547 through and including 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal or foreign statutes and common law, including fraudulent transfer laws.
Ballot	means the voting form distributed to each Holder of an Impaired Claim entitled to vote on the Plan, on which the Holder is to indicate acceptance or rejection of the Plan and make any other elections or representations required pursuant to the Plan and which must be actually received on or before the Voting Deadline.
Bankruptcy Code	means title 11 of the United States Code (11 U.S.C. §§ 101-1532).
Bar Date Notice	means the *Notice of Bar Date for Filing Proofs of Claim* Filed in the Case on September 25, 2024, Docket No. 106.

Beneficiaries	means Holders of Allowed Claims in the Classes established under the Plan.
Business Day	means a day that is not a Saturday, Sunday, a day designated as a legal holiday in FRBP 9006(a)(6), or any other day on which banking institutions in Los Angeles, California, are required or authorized to close by law or executive order.
Cash	means legal tender of the United States of America or equivalents thereof.
Case(s)	means the Debtors' chapter 11 case, jointly administered as case number 8:24-bk-11945-SC, pending in the Court.
Cause of Action	means any action, claim, cause of action, controversy, proceeding, reimbursement claim, affirmative defense, demand, right, Lien, indemnity, guaranty, suit, obligation, liability, loss, damage, remedy, judgment, account, defense, offset (including setoff or recoupment rights), power, privilege, license and franchise of any kind or character whatsoever, known or unknown, foreseen or unforeseen, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, the term Cause of Action includes: (i) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to or otherwise contest Claims or Interests; 44(iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any Avoidance Action; (v) any claim or defense, including fraud, mistake, duress and usury, and any other defenses set forth in § 558 of the Bankruptcy Code and (vi) any claim under any state or foreign law, including any fraudulent transfer or similar claim.
Claim	has the meaning set forth in § 101(5) of the Bankruptcy Code.
Claims Bar Date	means the last date for filing proofs of Claims and Interests arising prior to the Petition Date, and such other deadlines for filing Claims against the Estates as may be set forth in the Bankruptcy Code or an order or orders of the Court.
Claims Objection Deadline	means 11:59 p.m. (prevailing California time) on the 120th calendar day after the Effective Date, subject to extensions and/or exceptions as may be ordered by the Court.
Class	means a category of Claims or Interests designated in the Plan.
Class ** Claim	means a Claim in the particular Class described.
Class ** Interest	means an Interest in the particular Class described.

Clerk	means the Clerk of the Court.
Confirmation	means the entry of the Confirmation Order on the Docket.
Confirmation Date	means the date on which the Court enters the Confirmation Order.
Confirmation Hearing	means the hearing by the Court pursuant to § 1128(a) of the Bankruptcy Code to consider Confirmation of the Plan, as such hearing may be, or may have been, continued from time to time.
Confirmation Order	means the order of the Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code.
Convenience Claim	means a Claim in an amount equal to or less than $500.
Court	means the United States Bankruptcy Court for the Central District of California having jurisdiction over the Case.
Creditor	means any Holder of a Claim against the Debtors.
CRO	means Howard B. Grobstein, solely in his capacity as the Debtors' Chief Restructuring Officer.
Debtors	means Caduceus Physicians Medical Group, a Professional Medical Corporation dba Caduceus Medical Group ("CPMG") and Caduceus Medical Services, LLC ("CMS").
Debtor(s) in Possession	means the Debtors in their capacity a a debtor in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.
Disallowed Claim	means a Claim against the Debtors that: (a) is not listed on the Schedules, or is listed on the Schedules as contingent, unliquidated, disputed, subject to adjustment, unknown, or in an amount equal to zero, and whose Holder has failed to timely File a proof of Claim; or (b) the Court has disallowed pursuant to order of the Court.
Disclosure Statement	means the disclosure statement relating to the Plan, including all exhibits, appendices and schedules thereto, as amended, supplemented or modified from time to time.
Disputed	means, with respect to any Claim or Interest, a Claim or Interest or any portion thereof that is not Allowed but has not been disallowed by a Final Order.
Docket	means the official docket maintained by the Clerk for the Case.

Effective Date	means the Business Day selected by the Debtor that is (a) on or after the Confirmation Date and the date on which the Confirmation Order shall have become a Final Order, and (b) on or after the date on which the conditions to the effectiveness of the Plan specified in Section III of the Plan have been either satisfied or waived as set forth therein.
Entity	has the meaning set forth in § 101(15) of the Bankruptcy Code.
Estates	means the bankruptcy estates created upon the filing of the Cases pursuant to § 541 of the Bankruptcy Code.
Executory Contract	means a contract to which the Debtors is a party and that is subject to assumption or rejection pursuant to § 365 of the Bankruptcy Code.
Exculpated Parties	means the parties described in Section XIII.A of the Plan.
Filed, File, or Filing	means duly and properly filed with the Court and reflected on the Docket, or the act of duly and properly filing a document with the Court that is reflected on the Docket.
Final Order	means an order or judgment of the Court entered on the Docket: (a) that has not been reversed, rescinded, stayed, modified, or amended; (b) that is in full force and effect; and (c) with respect to which (i) the time to appeal or to seek review, remand, rehearing, or a writ of certiorari has expired and as to which no timely Filed appeal or petition for review, rehearing, remand, or writ of certiorari is pending, or (ii) any such appeal or petition has been dismissed or resolved by the highest court to which the order or judgment was appealed or from which review, rehearing, remand, or a writ of certiorari was sought.
FRBP	means the Federal Rules of Bankruptcy Procedure.
FRCP	means the Federal Rules of Civil Procedure.
General Unsecured Claim	means any Claim against the Debtors that is not an Administrative Claim, Priority Tax Claim, or Other Priority Claim.
Governmental Unit	has the meaning set forth in § 101(27) of the Bankruptcy Code.
Holder	means an Entity holding a Claim or an Interest, as applicable.
Impaired	means, with respect to any Claim or Interest, a Claim against or Interest in the Debtors that is in a Class that is impaired within the meaning of § 1124 of the Bankruptcy Code.
Insider	has the meaning set forth in § 101(31) of the Bankruptcy Code.

Interest	has the meaning set forth in § 101(16) of the Bankruptcy Code for "equity security."
Legal Rate	means 4.83% per annum, which is the interest rate on federal judgments for the calendar week preceding the Petition Date, and is based on the weekly average one-year constant maturity Treasury yield, as published by the Federal Reserve.
Lien	has the meaning set forth in § 101(37) of the Bankruptcy Code.
Liquidating Trust	means The Caduceus Liquidating Trust established on the Effective Date pursuant to the Plan and the Liquidating Trust Agreement.
Liquidating Trust Agreement	means the agreement pursuant to which the Liquidating Trust will be formed and implemented, the substantially final version of which is attached as Exhibit 1 to the Plan.
Liquidating Trust Assets	means (a) the Preserved Claims and any other claims, rights and causes of action vested in the Liquidating Trust, and (b) all other property of the Estates as of the Effective Date, which property shall vest in the Liquidating Trust on the Effective Date pursuant to the Liquidating Trust Agreement and the Plan.
Liquidating Trust Expenses	means the expenses incurred by the Liquidating Trust following the Effective Date (including the fees and costs of attorneys, advisors, other professionals and agents) for the purpose of (a) liquidating, selling, abandoning or collecting upon any of the Liquidating Trust Assets, (b) resolving Disputed Claims and effectuating Distributions to Creditors under the Plan, (c) otherwise implementing the Plan and administering the Liquidating Trust.
Liquidating Trust Interest	means a beneficial interest in the Liquidating Trust entitling the Holder thereof to the applicable treatment provided for under the Plan.
Liquidating Trustee	means Howard B. Grobstein, in his capacity as the trustee of the Liquidating Trust, pursuant to the Liquidating Trust Agreement, or any successor thereto as trustee of the Liquidating Trust.
Local Rules	means the Local Bankruptcy Rules of the United States Bankruptcy Court for the Central District of California.
Order	means an order or judgment of the Court as entered on the Docket.
Other Administrative Expense Claim	means an Administrative Expense Claim other than (a) a Claim for U.S. Trustee Fees, (b) a Professional Fee Claim, and (c) a Licensor Administrative Expense Claim.

Other Priority Claim	means a Claim against the Debtors entitled to priority in right of payment pursuant to § 507(a) of the Bankruptcy Code, other than (a) an Administrative Expense Claim or (b) a Priority Tax Claim.
Person	has the meaning set forth in § 101(41) of the Bankruptcy Code.
Petition Date	means August 1, 2024.
Plan	means *Debtors' Chapter 11 Plan of Liquidation*, as it may be amended or modified, from time to time, together with all addenda, exhibits, schedules, supplements or other attachments, if any.
Postpetition	means the time after the Petition Date.
Postpetition Tax Claims	means Administrative Claims and other Claims by a governmental unit for taxes against any of the Debtors (and for a reasonable rate of interest related to such taxes) for any tax year or period, all or any portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date.
Preserved Claim	means any Cause of Action held by the Debtors or the Estates on the Effective Date, including Avoidance Actions.
Priority Claim	means a Claim entitled to priority under § 507(a)(4), (a)(5), (a)(7) or (a)(8) of the Bankruptcy Code.
Priority Non-Tax Claim	means a Priority Claim other than a Priority Tax Claim.
Priority Tax Claim	means a Claim of a Governmental Unit against the Debtors entitled to priority pursuant to § 507(a)(8) of the Bankruptcy Code.
Pro Rata	means, with respect to an Allowed Claim, the percentage represented by a fraction (a) the numerator of which shall be an amount equal to such Claim and (b) the denominator or which shall be an amount equal to the aggregate amount of Allowed and estimated Claims in the same Class as such Claim, except in cases where Pro Rata is used in reference to multiple Classes, in which case Pro Rata means the portion of such Holder's Claim in a particular class bears to the aggregate amount of all Allowed and estimated Claims in such multiple Classes.
Professional	means a professional (including an attorney, accountant, or other advisor or agent) employed by the Debtors at the expense of the Estate pursuant to §§ 327, 328, 363 or 1103 of the Bankruptcy Code.
Professional Fee Claim	means any Claim of a Professional seeking an award by the Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under §§ 330, 331, 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code.
Proof of Claim	means a proof of claim against a Debtor Filed in the Case by a Holder of a Claim against the Debtors.

Rejection Damages Claim	means a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to § 365 of the Bankruptcy Code.
Sale Order	means the *Amended Order Granting Debtors' Motion For Order: Authorizing Sale Of Certain Tangible And Intangible Assets ("Purchased Assets"), Used In Connection With Debtors' Medical Practices; (A) Outside The Ordinary Course Of Business; (B) Free And Clear Of Liens, Claims, And Encumbrances; (C) Subject To Overbid; (D) For Determination Of Good Faith Purchaser Under 11 U.S.C. § 363(M); (E) For Waiver Of 14-Day Stay; And (F) Amending Bid Procedures* entered on the Docket on May 7, 2025, Docket No. 331.
Scheduled	means set forth on the Schedules.
Schedules	means the schedules of assets and liabilities filed by the Debtors pursuant to § 521 of the Bankruptcy Code and FRBP 1007, including any amendments and modifications thereto through the Confirmation Date.
Secured Claim	means a Claim that is secured by a Lien on property in which the Debtors or the Estates has an interest, which Lien is valid, perfected, and enforceable under applicable law and not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law. A Claim is a Secured Claim only to the extent of the value of the Holder's interest in the Estates' interest in the collateral, or to the extent of the amount subject to setoff, as the case may be, and as determined under § 506(a) of the Bankruptcy Code.
Unexpired Lease	means a lease to which the Debtors is a party and that is subject to assumption or rejection under § 365 of the Bankruptcy Code.
Unimpaired	means, with respect to a Claim, Interest or Class of Claims or Interests, not "impaired" within the meaning of such term in § 1124 of the Bankruptcy Code.
U.S. Trustee	means the Office of the United States Trustee for the Central District of California.
U.S. Trustee Fees	means fees or charges arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.
Voting Deadline	means 5:00 p.m. (prevailing California time) on _____, 2025.
Voting Instructions	means the instructions for voting on the Plan contained in Section __ of the Disclosure Statement and the Ballots.
Voting Record Date	means __, 2025, the date designated by the Court set forth in the Disclosure Statement as the date for determining the Holders of Claims and Interests entitled to vote to accept or reject the Plan.

EXHIBIT 1

LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement ("Agreement"), by and between Caduceus Physicians Medical Group, a Professional Medical Corporation dba Caduceus Medical Group ("CPMG") and Caduceus Medical Services, LLC ("CMS"), collectively referred to herein as "Debtors", the chapter 11 bankruptcy estates of the Debtors ("Estates"), and Howard B. Grobstein ("Trustee"), is executed in connection with the *Debtors' Chapter 11 Plan of Liquidation* ("Plan"). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to them in the Plan.

RECITALS

A. On August 1, 2024, the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code ("Bankruptcy Code"), in the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division ("Court"), which are jointly administered as Case No. 8:24-bk-11945-SC ("Case").

B. On _____, 2025, the Court entered an order confirming the Plan ("Confirmation Order").

C. The Plan provides for the creation of a post-confirmation liquidation trust ("Trust") to hold and administer the Trust Assets (defined below), to liquidate the non-Cash Trust Assets, and to distribute the proceeds of the Trust Assets to the Beneficiaries in accordance with the terms of the Plan and this Agreement.

D. The Trust is established for the sole purpose of liquidating the Trust Assets for the benefit of the Beneficiaries in accordance with Treasury Regulation Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust, including the wind down and closure of the Estates.

E. The Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) for United States federal income tax purposes.

F. The powers, authority, responsibilities and duties of the Trustee shall be governed by this Agreement, the Plan, the Confirmation Order, and other applicable orders issued by the Court.

G. This Agreement is intended to supplement, complement and implement the Plan. If any of the terms and/or provisions of this Agreement conflict with the terms and/or provisions of the Plan, the terms and/or provisions of the Plan shall govern.

ARTICLE 1

ESTABLISHMENT OF THE TRUST

1.1 Establishment of Trust. Pursuant to the Plan, the Trust is hereby established on behalf of, and for the benefit of, the Beneficiaries.

1.2 Appointment of Trustee. The Trustee has been selected pursuant to the terms of the Plan. Confirmation of the Plan shall constitute the Court's approval of Howard B. Grobstein as Trustee, who shall hold such position until the Trustee's removal, resignation, or death.

1.3 Purpose of the Trust. The Trust shall be established for the purpose of liquidating the Trust Assets and taking all actions necessary to wind down and close the Estates as set forth in the Plan, in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Trust Assets, make timely distributions, and not unduly prolong the duration of the Trust. The liquidation of the Trust Assets may be accomplished either through the sale of Trust Assets (in whole or in combination), including the sale of any rights of action, or through the prosecution or settlement of any rights of action, or otherwise. The Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth herein or in the Plan.

1.4 Transfer of Assets and Rights to the Trustee.

1.4.1 Except as provided otherwise in the Plan or this Agreement, as of the Effective Date, the Debtors and the Estates hereby transfer, assign, convey and deliver to the Trustee all of its right, title, and interest in each and every asset of the Debtors and the Estates free and clear of any lien, claim or interest of any other Person or Entity in such property ("Trust Assets").

1.4.2 The Trust Assets are transferred, assigned, conveyed and delivered to the Trustee subject to the following liabilities, if any: (a) any expenses incurred and unpaid, or to be incurred, by the Trustee in the performance of the Trustee's duties (including, without limitation, the filing of any tax returns and the payment of any taxes shown thereon, and any tax liability determined to be due and owing pursuant to requests for expedited determinations under Section 505 of the Bankruptcy Code); and (b) any obligations owing pursuant to the Plan and unpaid (including, without limitation, obligations incurred before the Effective Date and approved by Court order).

1.4.3 Upon the transfer of the Trust Assets, the Trustee shall succeed to all of the Debtors' and the Estates' right, title and interest in and to the Trust Assets and neither the Debtors nor the Estates will have any further interest in or with respect to the Trust Assets or this Trust.

1.4.4 The Trustee agrees to accept and hold the Trust Assets in trust on behalf of, and for the benefit of, the Beneficiaries, subject to the terms of this Agreement

and the Plan, and agrees to assume the role and duties of the Trustee as provided in this Agreement and the Plan.

1.4.5 The Trustee shall be entitled to transfer to the Trust any and all assets of the Debtors and the Estates, and to execute and record any agreements, documents and instruments necessary to effectuate such transfer, in the Trustee's own name, on behalf of the Debtors and the Estates.

1.5 Treatment of Transfer of Trust Assets. The transfer of the Trust Assets to the Trust shall be made for the benefit of the Beneficiaries. The Trust Assets shall be treated by all parties (including the Debtors, the Trustee, and the Beneficiaries) for tax purposes as being transferred (subject to the liabilities specified) by the Debtors or the Estate to the Beneficiaries, and then by the Beneficiaries to the Trust in exchange for a Liquidating Trust Interest, which interests shall be distributed by the Trustee to the Beneficiaries in exchange for their unpaid Claims against the Estates in accordance with the Plan. The Beneficiaries of this Trust shall be treated as the grantors and owners hereof.

1.6 Reliance. The Trustee may rely upon the Debtors' filed schedules and statement of financial affairs and all other information provided by the Debtors or its representatives to the Trustee concerning Claims against the Estates, and the Debtors' reconciliation, if any, and other documents supporting such reconciliation.

1.7 Valuation of Trust Assets. The Trustee shall value the Trust Assets and assumed liabilities consistently for federal, state and local income tax purposes. After the Effective Date, the Trustee, in reliance upon such professionals as the Trustee may retain, shall make a good faith valuation of the Trust Assets ("Trust Assets Valuation") within a reasonable time as determined by the Trustee. Such valuation shall be made available from time to time, to the extent necessary or appropriate as reasonably determined by the Trustee in reliance on the Trustee's professionals, and used consistently by all parties (including, without limitation, the Trustee and the Beneficiaries) for federal, state and local income tax purposes.

1.8 Governance of the Trust. The Trust shall be governed by the Trustee subject to the provisions set forth in this Agreement, the Plan, the Confirmation Order, and other applicable orders issued by the Court. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Trust and not otherwise, except that the Trustee may deal with the Trust Assets for the Trustee's own account as provided herein. Subject to the terms and conditions of this Agreement, the Trustee may delegate responsibility for discrete issues or decisions to third parties subject to continued oversight by the Trustee.

1.9 Funding of the Trust. The Trustee may from time to time make withdrawals from unencumbered Trust Assets in amounts and at times that the Trustee deems necessary or appropriate to fund any and all costs and expenses that the Trustee and the Trust incur subsequent to the Effective Date in accordance with this Agreement and the Plan.

1.10 Name. The Trust shall be named and known as the Caduceus Liquidating Trust.

ARTICLE 2

LIQUIDATING TRUST INTERESTS

2.1 Identification of Holders of Liquidating Trust Interests. The record Holders of Liquidating Trust Interests shall be the Holders of Class 1 Claims as set forth in the Plan.

2.2 Transferability of Liquidating Trust Interests. Subject to compliance with applicable law, the Liquidating Trust Interests are transferable upon written notice to the Trustee; provided, however, that neither the Trust nor the Trustee shall take any steps, directly or indirectly, to facilitate the development of a secondary market in the Liquidating Trust Interests, including without limitation (a) listing the Liquidating Trust Interests on any national securities exchange or on the NASDAQ Stock Market, (b) placing advertisements designed to facilitate the transfer of the Liquidating Trust Interests, (c) distributing marketing materials regarding the Liquidating Trust Interests, or (d) collecting or publishing information regarding prices at which the Liquidating Trust Interests may be transferred.

2.3 Holders of Liquidating Trust Interests Have No Rights in Connection with Administration of the Trust. Except as provided in the Plan, this Agreement grants exclusive authority over administration of the Trust to the Trustee. Accordingly, Holders of Liquidating Trust Interests have no voting rights and no rights to administer the Trust.

ARTICLE 3

THE TRUSTEE

3.1 Role of the Trustee. In furtherance of and consistent with the purpose of the Trust and the Plan, the Trustee shall, for the benefit of the Beneficiaries and subject to the provisions set forth in this Agreement and the Plan: (a) have the power and authority to hold, manage, and distribute the Trust Assets; (b) have the power and authority to hold, manage, and distribute the Cash or non-Cash Trust Assets obtained through the exercise of the Trustee's power and authority; and (c) have the power and responsibility to (i) take all actions necessary to implement the Plan, including objecting to any and all Claims underlying the Liquidating Trust Interests, (ii) file all required tax returns, and (iii) file and receive approval of a final report from the Court, all as may be provided for in additional and further detail below.

3.2 Authority of Trustee. In connection with the administration of the Trust, subject to and except as otherwise set forth in this Agreement or the Plan, the Trustee is

authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Trust. Except as otherwise provided in the Plan, nothing in this Agreement shall require the Trustee to file any accounting or seek approval of any court with respect to the administration of the Trust, or as a condition for managing any payment or distribution out of the Trust Assets, although the Trustee may seek approval of the Court for any such action. Without limiting, but subject to the foregoing, the Trustee shall be expressly authorized to:

3.2.1 hold legal title to any and all rights of the Holders of the Liquidating Trust Interests in or arising from the Trust Assets, including but not limited to collecting, receiving any and all money and other property belonging to the Trust and the right to vote any claim or interest in a case under the Bankruptcy Code and receive any distribution therein; provided, however, the Trustee shall have the power to cause legal title (or evidence of title) to any of the Trust Assets to be held by any nominee, on such terms and in such manner as the Trustee may determine;

3.2.2 commence, prosecute or settle objection to Claims, enforce contracts, and assert claims, defenses, offsets and privileges previously held by either the Debtors or the Estates;

3.2.3 protect and enforce the rights to the Trust Assets by any necessary or appropriate means, including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

3.2.4 compromise, adjust, arbitrate, sue on or defend, pursue, prosecute, file, abandon, settle or otherwise resolve, claims and rights of action in favor of, or against the Debtors, the Estates, the Trust and the Trustee, including those based upon Sections 544, 547, 548, 549, 550, 551 or 553(b) of the Bankruptcy Code, as the Trustee deems advisable, and to take any and all actions necessary or appropriate to the foregoing;

3.2.5 avoid and recover transfers of the Debtors' property as may be permitted by the Bankruptcy Code or applicable state law, including those identified in the Disclosure Statement, if any;

3.2.6 determine and satisfy any and all liabilities created, incurred or assumed by the Trust;

3.2.7 file all tax and information returns with respect to the Trust and pay taxes properly payable by the Trust, if any, including income taxes and employment taxes;

3.2.8 exercise any and all rights afforded a debtor under Section 505 of the Bankruptcy Code to request a prompt determination of federal and state tax liabilities of the Debtors or the Estates, whether such liabilities were incurred prior to the Petition Date, during the pendency of the Case, or before the Effective Date;

3.2.9 execute offsets against claims as provided for in the Plan;

3.2.10 assert or waive any privilege or defense on behalf of the Trust, the Debtors, or the Estates;

3.2.11 pay any expense incurred by the Trust or the Trustee in the course of administering the Trust;

3.2.12 pay any Court-approved fees and reimburse expenses of any professionals or employees employed by the Debtors or the Estates;

3.2.13 at the expense of the Trust, and in Trustee's sole discretion, obtain insurance coverage with respect to the liabilities and obligations of the Trustee under this Agreement (in the form of an errors and omissions policy or otherwise);

3.2.14 obtain insurance coverage with respect to real and personal property which may become Trust Assets, if any;

3.2.15 retain and pay legal counsel to the Trust (including any law firm or attorney previously retained by the Debtors or the Estates to aid in the administration of the Trust, to prosecute or defend any claims or rights of action that constitute the Trust Assets, and to perform such other functions as may be appropriate;

3.2.16 retain and pay one or more public accounting firms or public accountants (including any accounting firm or public accountant previously retained by the Debtors or the Estates) to perform such reviews and/or audits of the financial books and records of the Trust, if any, as may be appropriate and to prepare and file any tax returns or information returns for the Trust as may be required;

3.2.17 retain and pay any other professionals (including any other professionals previously retained by the Debtors or the Estates) to assist the Trustee in carrying out the powers and duties of the Trustee under this Agreement;

3.2.18 employ one or more employees (including employees previously retained by the Debtors or the Estates) to assist the Trustee in carrying out the powers and duties of the Trustee under this Trust Agreement;

3.2.19 invest any moneys held as part of the Trust in accordance with the terms of Section 3.14 hereof, limited to such investments that are consistent with the Trust's status as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d);

3.2.20 request any appropriate tax determination with respect to the Trust, including, without limitation, a determination pursuant to Section 505 of the Bankruptcy Code;

3.2.21 seek the examination of any Entity under, and subject to, the provisions of FRBP 2004;

3.2.22 seek estimation of contingent or unliquidated claims under Section 502(c) of the Bankruptcy Code;

3.2.23 sell, auction, lease, rent, encumber or transfer any Trust Assets, consistent with the purposes of the Trust as the Trustee shall deem advisable, and to take any and all actions necessary or appropriate to accomplish the foregoing; provided that the Trustee shall give notice and opportunity for hearing to the U.S. Trustee and all parties requesting special notice in connection with sales of Trust Assets, unless otherwise ordered by the Court;

3.2.24 except as otherwise provided in the Plan, abandon any Trust Assets that cannot be sold or otherwise disposed of for value and whose distribution to Holders of Liquidating Trust Interests would not be feasible or cost-effective based on the judgment and discretion of the Trustee;

3.2.25 file with the Court the reports and other documents required by the Plan or otherwise required to close the Case;

3.2.26 appear in, defend, or otherwise be heard as a party in interest in (a) appeals from the Confirmation Order and any proceedings related thereto; (b) proceedings related to the enforcement or interpretation of the Plan or this Agreement; (c) proceedings related to modifications or amendments to the Plan or this Agreement; (d) proceedings related to the establishment and administration of the Trust; and (e) proceedings related to the allowance of claims for compensation or expenses of counsel, accountants, professionals or employees employed by the Debtors, the Estates, the Trustee, or the Trust;

3.2.27 file motions with the Court seeking instruction or approval of any matter affecting the administration of the Trust;

3.2.28 take, or refrain from taking, any and all actions the Trustee reasonably deems necessary for the continuation, protection and maximization of the Trust Assets or to carry out the purposes hereof; and

3.2.29 retain and employ any professionals or employees, as provided herein, with approval of the Court.

3.3 Limitation of Trustee's Authority.

3.3.1 The Trustee shall have no power or authority except as set forth in this Agreement, the Plan, or Confirmation Order.

3.3.2 Notwithstanding anything herein to the contrary, the Trustee is not authorized to engage in any trade or business, and shall not take actions inconsistent with (a) the orderly liquidation of the Trust Assets and distributions to Beneficiaries as are required or contemplated by applicable law, the Plan and this Agreement, or (b) the actions necessary to wind down and dissolve the Trust. The Trustee is not authorized to

engage in any investments or activities inconsistent with the treatment of the Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d).

3.3.3 The Trustee shall not commingle any of the Trust Assets with the Trustee's own property or the property of any other Person, or Entity.

3.3.4 Neither the Trust nor the Trustee shall take any action that would result in the Trust becoming subject to registration as an "investment company" pursuant to the Investment Company Act of 1940, as amended.

3.4 Books and Records.

3.4.1 The Trustee shall have access to the books and records of the Debtors and the Estates, as may be needed to fulfill the actions set forth herein.

3.4.2 The Trustee shall maintain books and records relating to the Trust Assets, income of the Trust, and the payment of expenses of, and liabilities of claims against or assumed by, the Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained, at the Trustee's discretion, on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the Trust.

3.4.3 Subject to all applicable privileges, the Beneficiaries shall have the right, upon twenty (20) days' prior written notice to the Trustee, to request a reasonable inspection of the books and records held by the Trustee. All reasonable costs associated with such inspection shall be paid by such requesting Beneficiary. The Trustee may require, to the extent the Trustee deems it necessary or appropriate, that any Beneficiary requesting information enter into a confidentiality agreement satisfactory in form and substance to the Trustee prior to obtaining the information. Nothing in this Agreement provides any Beneficiary with a right to review, inspect, seek discovery of, or otherwise obtain any information that is privileged or subject to a third party's rights of privacy or confidentiality.

3.4.4 One (1) year after dissolution of the Trust, the Trustee is authorized to destroy any and all books and records without further notice or Court order, unless the Court has ordered otherwise. The Trustee may move the Court for entry of an order authorizing the destruction of any and all books and records prior to expiration of the one (1) year period following dissolution of the Trust.

3.5 Additional Powers. Except as otherwise set forth in this Agreement or in the Plan, and subject to the Treasury Regulations governing liquidating trusts and the retained jurisdiction of the Court as provided for in the Plan, but without prior or further authorization, the Trustee may control and exercise authority over the Trust Assets and over the protection, conservation and disposition thereof. No Person dealing with the Trust shall be obligated to inquire into the authority of the Trustee in connection with the protection, conservation or disposition of the Trust Assets.

3.6 Tax and Reporting Duties of the Trustee.

3.6.1 Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the Trustee of a private letter ruling if the Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Trustee), the Trustee shall file returns for the Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a).

3.6.2 The Trustee shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, including, without limitation, any requirements imposed with respect to Distributions (defined below) hereunder and under the Plan.

3.6.3 The Trustee shall file (or cause to be filed) any other statements, returns, reports or disclosures relating to the Trust that are required by any governmental authority, and all such statements, returns, reports or disclosures shall be prepared in reasonable detail in accordance with all applicable laws.

3.7 Compliance with Laws. Any and all Distributions of Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable federal and state laws. The Trustee may withhold a Distribution from any Beneficiary if the Trustee is unable, after reasonable investigation, to obtain taxpayer identification information for any Beneficiary sufficient to permit the Trustee to make any Distribution in compliance with applicable law.

3.8 Confidentiality. The Trustee shall forever hold in strict confidence and not use for personal gain any material, non-public information of or pertaining to the Trust Assets, or the operation of the Trust and any other entity to which any of the Trust Assets may at any time relate.

3.9 Expense Reimbursement and Compensation to the Trustee.

3.9.1 The Trustee shall be entitled to reimbursement out of any available Cash in the Trust for the Trustee's actual, necessary out-of-pocket expenses and against and from any and all loss, liability, or damage which the Trustee actually sustains in good faith and without misconduct, negligence, or fraud in the exercise and performance of any of the Trustee's powers and duties under this Trust.

3.9.2 As compensation for the performance of the Trustee's duties, the Trustee shall be compensated for actual and necessary services rendered at the following initial hourly rate: For services rendered by Howard B. Grobstein, $700 per hour. No more than once per calendar year, the Trustee may increase the hourly rate upon ten (10) days' written notice, filed with the Court in the Case, provided that any such annual increase shall not exceed five percent (5.0%).

3.9.3 Upon the request of a Beneficiary, within ten (10) business days following the Trustee's receipt of any such request, the Trustee shall make available all

billing statements concerning (a) the actual and necessary services for which the Trustee and the Trustee's staff, if any, were compensated, and (b) the actual and necessary expenses for which the Trustee received reimbursement.

3.10 Costs and Expenses of the Trustee. All costs and expenses of the Trustee and the Trust shall be borne by and as a charge against the Trust Assets. The Trustee, in conjunction with its counsel, shall undertake reasonable best efforts to review each Cause of Action before such claims are filed, to determine the viability, chance of success, and potential recovery on such claim; and the Trustee shall not file a particular claim if that review indicates that, in the Trustee's sole discretion, the chance of success of any particular Cause of Action is low and/or the possible recovery on the Cause of Action is minimal.

3.11 Compensation Procedures. The Trustee and all professionals employed by the Trustee shall be entitled to payment of their fees and reimbursement of all reasonable expenses on a monthly basis in accordance with the Plan. Applications for compensation and reimbursement of expenses shall be filed in accordance with the Plan.

3.12 Reliance by Trustee.

3.12.1 The Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties.

3.12.2 The Trustee may consult with and shall not be liable for any actions taken or suffered by the Trustee in accordance with the advice of such counsel or other professionals, and may also consult with and rely upon accountants and former consultants or advisors of the Debtors or the Estates, present and former officers, directors and consultants of the Debtors' affiliates or subsidiaries.

3.13 Reliance by Persons Dealing with the Trust. Persons dealing with the Trustee shall look only to the Trust Assets to satisfy any liability incurred by the Trustee to such Person in carrying out the terms of this Agreement, and the Trustee shall not have any personal obligation to satisfy any such liability, except to the extent that actions taken or not taken after the Effective Date by the Trustee are determined by a Final Order to be solely due to the Trustee's gross negligence, fraud or willful misconduct.

3.14 Investment and Safekeeping of Trust Assets. The right and power of the Trustee to invest Trust Assets, the proceeds thereof, or any income earned by the Trust, shall be limited to the right and power that a Trust, within the meaning of Treasury Regulations Section 301.7701-4(d), is permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise.

3.15 Authorization to Expend Trust Assets. The Trustee may expend the Trust Assets: (a) as reasonably necessary to maintain the value of the Trust Assets during liquidation: (b) to pay all costs and expenses of the Trust (including, without limitation,

any taxes imposed on the Trust); and (c) to satisfy all other liabilities incurred or assumed by the Trust (or to which the Trust Assets are otherwise subject) in accordance with this Agreement, the Plan, or an order of the Court.

3.16 Termination. The duties, responsibilities and powers of the Trustee will terminate on the date the Trust is dissolved under applicable law in accordance with the Plan, Article 8 of this Agreement, or by an order of the Court.

3.17 Reliance. Any Person dealing with the Trustee shall be fully protected in relying upon the Trustee's certificate or instrument signed by the Trustee that the Trustee has authority to take any action under this Trust.

3.18 Trustee's Funds. No provision of this Agreement or the Plan shall require the Trustee to expend or risk the Trustee's own funds or otherwise incur any financial liability in the performance of any of the Trustee's duties as Trustee hereunder or under the Plan, or in the exercise of any of the Trustee's rights or powers, if the Trustee shall have reasonable grounds for believing that repayment of funds or adequate indemnity or security satisfactory to the Trustee against such risk or liability is not reasonably assured to the Trustee.

3.19 Bond. The Trustee shall serve without a bond.

3.20 Confidentiality. The Trustee shall, (a) while serving as Trustee under this Agreement, (b) following the termination of this Agreement, or (c) following the earlier of the Trustee's removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Trust Assets relates or of which he has become aware in the Trustee's capacity as Trustee.

ARTICLE 4

DISTRIBUTIONS

4.1 Distribution; Withholding. The Trustee shall distribute from the Trust to the Beneficiaries whose underlying Claims are Allowed, Cash on hand (including, without limitation, all net Cash income plus all net Cash proceeds from the Trust Assets, including, without limitation, as Cash for this purpose, all permissible investments described in Section 2.13) from the Trust to the Beneficiaries (such distributions being referred to herein as "**Distributions**"). The timing and amount of such Distributions shall be at the Trustee's discretion and in accordance with Section VI of the Plan.

4.2 Reserve for Disputed Claims. When a Distribution is made, the Trustee shall reserve from the Distribution an amount equal to the Pro Rata amount that would have been distributed to the Beneficiaries holding Disputed Claims had the Disputed Claims been Allowed Claims at the time of the Distribution. In the event a Disputed Claim is ultimately Allowed, the Beneficiary holding the previously Disputed Claim shall receive

the Beneficiary's Pro Rata share of the reserved Distribution. The Trustee shall follow the procedures for objecting to Disputed Claims as set forth in Section IX of the Plan.

4.3 Undeliverable Distributions. If the Distribution to a Trust Beneficiary is returned to the Trustee as undeliverable ("Undeliverable Distributions"), no further Distribution shall be made to such Trust Beneficiary unless and until the Trustee is notified in writing of such Trust Beneficiary's then current address. Undeliverable Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a Distribution becomes deliverable or (ii) such Undeliverable Distribution becomes an Unclaimed Distribution under this Agreement and the Plan. The Trustee shall make reasonable efforts to update or correct contact information for recipients of undeliverable Distributions, provided, however, to the extent consistent with the Plan, this Agreement shall not require the Trustee to locate any Trust Beneficiary.

4.4 Unclaimed Distributions. Any entity which fails to claim any Cash within 90 days from the date upon which a Distribution is first made to such entity ("Unclaimed Distribution") shall forfeit all rights to any distribution under the Plan, and the Trustee shall be authorized to cancel any distribution that is not timely claimed. Pursuant to section 347(b) of the Bankruptcy Code, upon forfeiture, such Cash (including interest thereon, if any) shall revert to the source of such distribution (i.e., the Trust) free of any restrictions under the Plan, the Bankruptcy Code or the FRBP. Upon forfeiture, the claim of any creditor or Interest Holder with respect to such funds shall be irrevocably waived and forever barred against the Debtors, the Estates, and the Trustee, notwithstanding any federal or state escheat laws to the contrary, and such creditor or Interest Holder shall have no claim whatsoever against the any of the foregoing or to any Holder of a Claim to whom distributions are made.

4.5 Allocation of Tax Items.

4.5.1 Unless otherwise required by applicable tax law, items of income, gain, loss and deduction recognized or incurred by the Trust and the amount of distributions received by the Trust shall be allocated Pro Rata among the Beneficiaries who are entitled to receive Distributions in the tax year in accordance with this Agreement and the Plan.

4.5.2 Absent definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Trustee shall:

(a) treat all Trust Assets allocable to, or retained on account of, Disputed Claims, as a discrete trust for federal income tax purposes, consisting of separate and independent shares to be established in respect of each Disputed Claim;

(b) on the last day of each calendar year, to the extent there is a reserve for Disputed Claims on that date, treat as taxable income or loss of this separate trust, the portion of the annual taxable income or loss of the Trust that would have been

allocated to the Holders of such Disputed Claims had such Disputed Claims been Allowed on the Effective Date;

(c) treat as a distribution from this separate trust any increased amounts distributed by the Trust as a result of any Disputed Claim resolved earlier in the taxable year; and

(d) to the extent permitted by applicable law, report consistently for state and local income tax purposes.

ARTICLE 5

SUCCESSOR TRUSTEE

5.1 Resignation of Trustee. The Trustee may resign by giving written notice thereof filed with the Court and served on the Beneficiaries. Such resignation shall become effective on the earlier to occur of: (a) sixty (60) days after the filing of such notice, or (b) the appointment of a successor and the acceptance by such successor of such appointment.

5.2 Removal of Trustee. The Trustee may be removed by the Court, for Cause, upon motion of a Beneficiary. For purposes of this Section, "**Cause**" means (a) willful misconduct, gross negligence or fraud by the Trustee in connection with the affairs of the Trust, (b) such physical or mental disability as substantially prevents the Trustee from performing the Trustee's duties as Trustee hereunder, or (c) a breach of fiduciary duty or an unresolved material conflict of interest. Such removal shall become effective on the date specified by the Court. In the event such removal occurs, a notice of the identity of the successor Trustee shall be filed with the Court and served on the Beneficiaries.

5.3 Appointment of Successor Trustee upon Resignation, Removal, or Death. If the Trustee resigns pursuant to Section 5.1, is removed pursuant to Section 5.2, or dies, the Court shall appoint a successor Trustee. Any successor Trustee appointed hereunder shall execute and file a statement accepting such appointment and agreeing to be bound by the terms of the Plan and this Agreement. Upon such filing, the successor Trustee shall immediately become vested with all the rights, powers, trusts and duties of the Trustee. Notice of such successor Trustee shall be filed with the Court and served on the Beneficiaries.

5.4 Acceptance of Appointment by Successor Trustee. Any successor Trustee appointed pursuant to this Article 5 shall execute an instrument accepting such appointment as the Trustee under this Agreement and shall file and maintain such acceptance with the books and records of the Trust. Upon acceptance of such appointment as aforesaid, such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Trust with like effect as if originally named herein; provided, however, that a removed or resigning Trustee shall, nevertheless, when requested in writing by the

successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee under the Trust all the estates, properties, rights, powers, and trusts of such predecessor Trustee.

ARTICLE 6

EXCULPATION AND INDEMNIFICATION

6.1 Standard of Care/Exculpation. Except in the case of willful misconduct, gross negligence or fraud, the Trustee and the Trustee's attorneys, accountants, professionals, employees and any other duly designated agents or representatives shall not be liable for any loss or damage by reason of any action taken or omitted by them in their capacity as Trustee or attorney, accountant, professional, employee or other agent or representative of the Trustee.

6.2 No Liability for Acts of Predecessor Trustees. No successor Trustee shall be in any way liable for the acts or omissions of any predecessor Trustee unless a successor Trustee expressly assumes such responsibility.

6.3 No Implied Obligations. The Trustee shall not be liable for any duties or obligations except for the performance of such duties and obligations as are specifically set forth herein and in the Plan, and no implied covenants or obligations shall be read into this Agreement.

6.4 No Personal Liability. Persons dealing with the Trust must look solely to the Trust or Trust Assets for the enforcement of any claims against the Trust or to satisfy any liability incurred by the Trustee to such Persons in carrying out the terms of the Trust, and neither the Trustee nor any other Person shall have any personal liability or individual obligation to satisfy any such liability.

6.5 Indemnification. The Trust shall indemnify and hold harmless the Trustee and the Trustee's attorneys, accountants, professionals, employees and all other duly designated agents and representatives from and against and in respect to any and all liabilities, losses, damages, claims, costs and expenses, including attorneys' fees and costs arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Trust or the implementation or administration of the Plan; provided, however, that no such indemnification will be made to such persons for such actions or omissions as a result of willful misconduct, gross negligence or fraud. The Trustee shall only be entitled to indemnification from the Trust under this Section to the extent that the Trustee is not covered by insurance, if any.

6.6 Advancement. If the Trustee becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with this Agreement, the Plan, or the affairs of the Trust, the Trust shall periodically advance or otherwise reimburse on demand the Trustee's reasonable legal and other expenses (including the cost of any investigation, and attorneys' fees, disbursements and related

expenses) incurred in connection therewith. The Trustee shall be required to repay promptly to the Trust the amount of any such advanced or reimbursed expenses paid to the Trustee to the extent that it is ultimately determined that the Trustee engaged in willful misconduct, gross negligence, or fraud in connection with the affairs of the Trust with respect to which such expenses were paid.

ARTICLE 7

REPORTS

7.1 Securities Laws Reporting. Under Section 1145 of the Bankruptcy Code, the issuance of Trust Interests under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and applicable state and local laws requiring registration of securities, if applicable. If the Trustee determines that the Trust is required to comply with the registration and reporting or other requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, the Trustee shall take any and all actions to comply with, or qualify for exemption from, such reporting or other requirements and to file periodic reports with the Securities and Exchange Commission as necessary.

7.2 Tax Reporting. Promptly following the end of each calendar year, the Trustee shall submit to each Beneficiary appearing on its records during such year a separate statement setting forth the Beneficiary's share of items of income, gain, loss, deduction or credit. The Trust's tax return shall suffice. The Trust's taxable income, gain, loss, deduction, and credit shall be allocated Pro Rata to the Beneficiaries in accordance with such Beneficiaries' respective beneficial interests in the Trust Assets. In addition, the Trustee shall file all tax returns required to be filed and shall pay all taxes on such returns, if any, from the Trust Assets. The Trustee shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Trust that are required by any governmental authority.

7.3 Reporting to the U.S. Trustee. If and as required by the Plan, the Confirmation Order or the Court, the Trustee shall file reports with the Office of the United States Trustee ("U.S. Trustee") (if required by the U.S. Trustee) and shall promptly pay any and all fees assessed by the U.S. Trustee; provided, however, that the Trustee shall only be required to file such periodic reports and pay such fees to the extent required by the U.S. Trustee and the Court, as the case may be. The funding for such payments shall be pursuant to Section 3.10.

7.4 Other Reporting. If and as required by the Plan, the Confirmation Order or the Court, the Trustee shall cause to be prepared such reports as are required or advisable to provide: (a) a report of annual receipts and disbursements, (b) a schedule of all asset dispositions, (c) a schedule of Distributions made, (d) a summary listing of the status of the resolution of Causes of Action and objections to Claims, (e) the status of any Trust Assets not yet distributed, and (f) a list of payments made to Trust Professionals.

ARTICLE 8

TERMINATION AND FINAL DISTRIBUTION

8.1 Termination of Trust. The Trust shall terminate on the earlier of: (a) thirty (30) days after the full and final Distribution of the Trust Assets or proceeds thereof in accordance with the terms of this Agreement and the Plan, or (b) the fifth (5th) anniversary of the Effective Date; provided, however, that within six months of the fifth (5th) anniversary of the Effective Date, the Court, upon a motion by the Trustee or any party in interest, may extend the term of the Trust for an additional term of not more than five (5) years if it is necessary for the liquidation of the Trust Assets. Notwithstanding the foregoing, the Trustee shall not unduly prolong the duration of the Trust and shall at all times endeavor to resolve, settle or otherwise dispose of all property and Claims that constitute Trust Assets and to effect the full and final Distribution of the Trust Assets to the Beneficiaries in accordance with the terms hereof and the Plan and, thereafter, terminate the Trust as soon as practicable. Notwithstanding anything to the contrary herein, any termination of the Trust is conditioned upon payment of all costs and fees payable to the U.S. Trustee and filing and receiving Court approval of an order to close the Case.

8.2 Final Distribution. Prior to and upon termination of the Trust, the Trust Assets will be finally distributed to the Beneficiaries pursuant to the provisions set forth herein. If any Trust Assets are not duly claimed, such Trust Assets will be redistributed to all other Beneficiaries on a Pro Rata basis in accordance with the terms of this Agreement and the Plan.

8.3 Remainder Amounts After Final Distribution. After final Distributions have been made in accordance with the terms of the Plan, if the aggregate amount of Unclaimed Distributions and Undeliverable Distributions is less than $10,000, the Trustee may donate such amount to a non-profit organization agreeable to counsel for the Debtors.

8.4 De Minimis Distributions. If any interim distribution under the Plan to the Holder of an Allowed Claim would be less than $50.00, the Trustee may withhold such distribution until a final distribution is made to such Holder. If any final distribution under the Plan to the Holder of an Allowed Claim would be less than $50.00, the Trustee may cancel such distribution. Any potential distributions pursuant to this Section shall be treated as an Unclaimed Distribution.

ARTICLE 9

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any substantive provision of this Agreement may be amended, modified, supplemented or waived by the Trustee upon approval of the

Court. Any amendment, modification or supplement to this Agreement shall not be inconsistent with the purpose and intention of the Trust to liquidate in an expeditious but orderly manner the Trust Assets in accordance with the Plan and Treasury Regulations Section 301.7701-4(d).

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Liquidating Trust. This Agreement is intended to create a liquidating trust for federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent with such intent and purpose. If necessary, this Agreement may be amended to comply with such federal income tax laws, which amendments may be made to apply retroactively.

10.2 Preservation of Privilege and Defenses. Any attorney-client privilege, work-product privilege or other privilege or immunity to which the Debtors or the Estates are entitled shall vest in the Trust, and the Trustee shall be entitled to assert such privilege or immunity to the extent that the Debtors or the Estates would be entitled prior to the Effective Date. The Trustee shall be entitled to waive any privilege or immunity in the Trustee's sole discretion.

10.3 Cooperation and Further Assurances of the Debtors and Estates. The Debtors and the Estates shall, upon reasonable request of the Trustee, execute, acknowledge, and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Trustee any portion of the Trust Assets intended to be conveyed in the form and manner provided for in the Plan and to vest in the Trustee the powers, instructions, or funds in trust hereunder. The Debtors and the Estates, for itself and any predecessor or successor entity, hereby disclaims and waives any and all rights to any reversionary interests in any of the Trust Assets. The Debtors and the Estates shall upon the request of the Trustee relinquish to the Trustee its books and records.

10.4 Prevailing Party. If the Trustee or the Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Agreement or the enforcement thereof, the Trustee or the Trust, as the case may be, shall be entitled to collect any and all costs, expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action.

10.5 Laws as to Construction. This Agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to rules governing the conflict of laws, and federal bankruptcy law to the extent applicable.

10.6 Retention of Jurisdiction. To the fullest extent permitted by law, the Court shall retain exclusive jurisdiction to resolve any matters concerning the interpretation and enforcement of this Agreement, and any disputes arising under or in connection with

this Agreement between or among the Trustee, the Trust, any Beneficiary, and/or any other party in interest.

10.7 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10.8 Notices. Any notice or other communication under this Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended:

If to the Trustee:	Howard B. Grobstein 6300 Canoga Avenue Suite 1500W Woodland Hills CA 91367
with a copy to:	David A. Wood Matthew Grimshaw Aaron E. de Leest Marshack Hays Wood LLP 870 Roosevelt Irvine, CA 92620
If to a Beneficiary:	For each Beneficiary that is a creditor, notices shall be sent to the address on such Holder's Proof of Claim filed with the Court (or if no Proof of Claim has been filed, the address shown for such claimant in the Debtors' schedules), unless such Beneficiary has since (a) filed a change of address notification with the Court, or (b) following the Effective Date, notified the Trustee in writing of such Beneficiary's change of address.

10.9 Headings. The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

10.10 Integration. This Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede all oral negotiations and prior writings with respect to the subject matter hereof and thereof.

10.11 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all

such further actions as may reasonably be required from time to time to carry out the intent and purposes of the Trust and to consummate the transactions contemplated hereby.

10.12 Successors and Assigns. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

10.13 Agreement Purpose and Plan Incorporation. The principal purpose of this Agreement is to aid in the implementation of the Plan and therefore this Agreement incorporates the provisions of the Plan. If any provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control.

10.14 Counterparts. This Agreement may be signed by the parties hereto in counterparts, which, taken together, shall constitute one and the same document, and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

DATED: _____, 2025

CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL MEDICAL CORPORATION DBA CADUCEUS MEDICAL GROUP AND CADUCEUS MEDICAL SERVICES, LLC

_____

By: Howard B. Grobstein
Its: Chief Restructuring Officer on behalf of the Debtors and the Debtors' Bankruptcy Estates

LIQUIDATING TRUSTEE

_____

Howard B. Grobstein

EXHIBIT 2

[INTENTIONALLY LEFT BLANK]
TO BE PROVIDED

EXHIBIT B

Caduceus Physician's Medical Group
Liquidation Analysis

	Book Carrying Value	Adjustment for Liquidation	Estimated Chapter 7 Liquidation Value	Chapter 11 Plan of Reorganization
Sources of Cash				
Cash - CPMG	-	100%	-	-
Cash - CMS	11,010	100%	11,010	11,010
ERTC - CPMG	1,884,476	100%	1,884,476	1,884,476
Liquidated Cash Available for Creditors			**1,895,486**	
Chapter 11 Plan of Reorganization Contributions				**1,895,486**
Uses of Cash				
Chapter 7 Administrative Fees (Estimated)				
Bankruptcy Trustee			(80,115)	
Trustee Counsel			(100,000)	
Trustee Financial Advisor			(100,000)	
Total Chapter 7 Admin Fees (Estimated)			**(280,115)**	
Cash Available for Chapter 11 Admins			**1,615,371**	
Chapter 11 Administrative Fees (Estimated)				
DIP Chief Restructruing Officer - fee app			(243,000)	(243,000)
DIP Chief Restructruing Officer - reserve			(125,000)	(125,000)
DIP Bankruptcy Counsel - fee app			(214,991)	(214,991)
DIP Bankruptcy Counsel - reserve			(50,000)	(50,000)
DIP Special Counsel - fee app			(109,758)	(109,758)
DIP Special Counsel - reserve			(25,000)	(25,000)
Landlord - Romanov post-petition			(657,037)	(657,037)
Landlord - Romanov - April post-petition unpaid			(159,055)	(159,055)
Landlord - Romanov - May pro-rata unpaid 9 days			(47,717)	(47,717)
Landlord - Bates post-petition			(46,421)	(46,421)
Capata			(36,543)	(36,543)
Capata - reserve			(15,000)	(15,000)
Consumer Privacy Ombudsman - fee app final			(24,900)	(24,900)
Patient Care Ombudsman - fee app (paid)			-	-
Patient Care Ombudsman - reserve			(10,000)	(10,000)
United States Trustee Fees - 2025 Q2			(28,819)	(28,819)
United States Trustee Fees - reserve			-	(20,000)
Total Chatper 11 Administrative Fees (Estimated)			**(1,793,240)**	**(1,813,240)**
Total Chapter 11 Administrative Fees Paid (Estimated)			**(1,615,371)**	**(1,813,240)**
Cash Available for Secured Claims			**-**	**82,246**
Secured Claims				
Secured Claims			**-**	**-**
Cash Available for Priority Claims			**-**	**82,246**
Priority Claims				
Wages & Payroll Taxes			-	-
Cash Available for General Unsecured Claims			**-**	**82,246**
General Unsecured Claims				
Scheduled Class 1 Claims as defined in the Plan			(6,423,136)	(6,423,136)
Estimated % Recovery for GUC			**0.0%**	**1.3%**

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **DISCLOSURE STATEMENT DESCRIBING DEBTORS' FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION; CHAPTER 11 PLAN OF LIQUIDATION (EXHIBIT A; AND LIQUIDATION ANALYSIS (EXHIBIT B)** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 25, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **November 25, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR
CADUCEUS MEDICAL SERVICES LLC
18200 YORBA LINDA BLVD STE 111
YORBA LINDA, CA 92886-4043

DEBTOR / CREDITOR / POC ADDRESS
CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL CORPORATION
18200 YORBA LINDA BLVD STE 111
YORBA LINDA, CA 92886-4043

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **November 25, 2025**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

PRESIDING JUDGE'S COPY – VIA PERSONAL DELIVERY
HONORABLE SCOTT C. CLARKSON
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE
411 WEST FOURTH STREET, SUITE 5130 / COURTROOM 5C
SANTA ANA, CA 92701-4593

VIA EMAIL:
DEBTOR'S CHIEF RESTRUCTURING OFFICER
HOWARD GROBSTEIN
hgrobstein@gtllp.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

November 25, 2025	Layla Buchanan	*/s/ Layla Buchanan*
Date	*Printed Name*	*Signature*

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:

- **INTERESTED PARTY COURTESY NEF:** Samuel Mushegh Boyamian samuel@marguliesfaithlaw.com, Angela@MarguliesFaithLaw.com; Vicky@MarguliesFaithLaw.com; Amber@MarguliesFaithLaw.com
- **ATTORNEY FOR SECURED CREDITOR BMO BANK NATIONAL ASSOCIATION:** Christopher Crowell ccrowell@hrhlaw.com
- **ATTORNEY FOR DEBTOR CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL MEDICAL CORPORATION:** Aaron E. De Leest on behalf adeleest@marshackhays.com, adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- **INTERESTED PARTY COURTESY NEF:** Jeremy Faith Jeremy@MarguliesFaithlaw.com, Angela@MarguliesFaithLaw.com; Vicky@MarguliesFaithLaw.com; Amber@MarguliesFaithLaw.com
- **SPECIAL COUNSEL ARENTFOX SCHIFF LLP:** M Douglas Flahaut df@echoparklegal.com
- **ATTORNEY FOR DEBTOR CADUCEUS MEDICAL SERVICES LLC and DEBTOR CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL MEDICAL CORPORATION:** Matthew Grimshaw mgrimshaw@marshackhays.com, mgrimshaw@ecf.courtdrive.com; alinares@ecf.courtdrive.com
- **ATTORNEY FOR CREDITOR REGAL MEDICAL GROUP, INC.:** Payam Khodadadi pkhodadadi@mcguirewoods.com, dkiker@mcguirewoods.com
- **INTERESTED PARTY COURTESY NEF:** Marc A Lieberman marc.lieberman@flpllp.com, addy@flpllp.com, andrea@flpllp.com
- **SPECIAL COUNSEL ARENTFOX SCHIFF LLP:** Aram Ordubegian ordubegian.aram@arentfox.com
- **ATTORNEY FOR CREDITOR BATES JOHNSON BUILDING, LTD.:** Brett Ramsaur brett@ramsaurlaw.com, alecia@ramsaurlaw.com;paralegal@ramsaurlaw.com
- **ATTORNEY FOR CREDITOR ROMANOV GROUP, LLC:** Jeremy H Rothstein jrothstein@gblawllp.com, msingleman@gblawllp.com;mbowes@gblawllp.com
- **INTERESTED PARTY COURTESY NEF:** Andrew Still astill@swlaw.com, kcollins@swlaw.com
- **U.S. TRUSTEE:** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR DEBTOR CADUCEUS MEDICAL SERVICES LLC and DEBTOR CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL MEDICAL CORPORATION:** Ronghua Sophia Wang sophia.wang@afslaw.com
- **INTERESTED PARTY COURTESY NEF:** Pamela Kohlman Webster pwebster@buchalter.com, smartin@buchalter.com
- **ATTORNEY FOR SECURED CREDITOR DESPIERTA, LLC, ITS SUCCESSORS AND/OR ASSIGNEES:** Reilly D Wilkinson rwilkinson@scheerlawgroup.com, rwilkinson@ecf.courtdrive.com
- **ATTORNEY FOR DEBTOR CADUCEUS MEDICAL SERVICES LLC and DEBTOR CADUCEUS PHYSICIANS MEDICAL GROUP, A PROFESSIONAL MEDICAL CORPORATION:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; spineda@ecf.courtdrive.com; alinares@ecf.courtdrive.com