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BRIDGE DIAGNOSTICS, LLC,

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re BRIDGE DIAGNOSTICS, LLC, Debtor.	Case No. 8:24-bk-10803-TA Chapter 11 Subchapter V DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION DATED JUNE 18, 2024 Hearing: Date: August 14, 2024 Time: 10:00 a.m. Ctrm: 5B Location: 411 West Fourth Street Santa Ana, CA 92701-4593

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TO THE HONORABLE THEODOR ALBERT UNITED STATES BANKRUPTCY COURT JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED PARTIES:

Debtor-in-Possession BRIDGE DIAGNOSTICS, LLC (the "Debtor" and/or "BRIDGE") filed a voluntary bankruptcy petition under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code" or "Code") on March 29, 2024 ("Petition Date"). This document is the Debtor's *First Chapter 11 Plan of Reorganization Dated June 18, 2024* ("Plan") pursuant to 11 U.S.C. § 1189.

Chapter 11, subchapter V, provides that only debtors may propose a plan. The Debtor is the proponent of the Plan. The Plan is a reorganizing plan. As described in detail below, the Debtor's Plan will be funded from Debtor's income. Allowed administrative claims will be paid in full on the Effective Date, unless otherwise agreed to by the administrative claimant. The funds remaining after payment of allowed administrative claims and any priority tax claim will be paid pro rata to holders of allowed general unsecured claims over three (3) years.

The Debtor believes the Plan presents the most advantageous outcome for all of the Debtor's creditors and, therefore, confirmation of the Plan is in the best interests of the Debtor, its creditors, and its bankruptcy estate ("Estate").

The Court has not yet confirmed the Plan, which means the terms of the Plan are not now binding on anyone; however, if the Plan is confirmed, the terms will bind the Debtor and any holders of claims treated by the Plan, whether or not they file a proof of claim, accept the Plan, object to confirmation, or have their claims allowed. **If you have received this document in the mail, then your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.**

Any interested party desiring further information should contact the attorney for the Debtor, whose contact information is identified in the box at the top left of the first page of the Plan.

1. GENERAL DISCLAIMER

PLEASE READ THIS DOCUMENT CAREFULLY. IT EXPLAINS WHO IS ENTITLED TO (A) VOTE TO ACCEPT OR REJECT THE PLAN, AND (B) FILE AN OBJECTION TO CONFIRMATION OF THE PLAN. IT ALSO IDENTIFIES THE TREATMENT THAT CREDITORS CAN EXPECT TO RECEIVE UNDER THE PLAN, IF THE PLAN IS CONFIRMED BY THE COURT.

The financial data relied upon in formulating the Plan is based on the financial records of the Debtor and projections created by the Debtor's financial professionals. The professionals employed by the Debtor drafted the Plan based on this information and have no independent knowledge regarding the accuracy of the data. The Court has not yet determined whether or not the Plan is confirmable and makes no recommendation as to whether or not you should support or oppose the Plan.

2. BACKGROUND FOR CASES FILED UNDER SUBCHAPTER V AND ADDITIONAL INFORMATION PURSUANT TO 11 U.S.C. §§1125(A) AND 1181(B)

Section 1190(1) of the Bankruptcy Code requires Subchapter V plans to include: (i) a brief history of the business of the Debtor; (ii) a liquidation analysis; and (iii) projections with respect to the ability of the Debtor to make payments under the proposed plan of reorganization.

A. Debtor's Historic Background and History

The Debtor is a clinical diagnostics laboratory that was founded in April 2020. The Debtor leases the nonresidential property located at 120 Vantis Dr., Suite 570, Aliso Viejo, CA 92656 ("Lease") and utilizes the space for its business operations. Originally, the Debtor launched its business to provide infectious disease testing focused on the Women's Health and Urology markets for conditions such as Bacterial Vaginosis (BV), Human Papillomavirus Virus (HPV), Sexually Transmitted Infections (STI) and Urinary Tract Infections (UTI).

Unfortunately, by the time Debtor leased and built out a laboratory space, purchased lab equipment, validated test methods, and obtained its CLIA license in third quarter of 2020, the

COVID-19 pandemic was in full force and there was little demand for our Women's Health testing as very few patients were seeing providers in person.

There was significant demand for COVID-19 testing and adding the SARS-COV-2 test the Debtor's laboratory test offering was simple and straightforward, so the Debtor pivoted to primarily being a COVID testing laboratory. Over the next two years, the Debtor's business grew dramatically, from 5 employees to well over 150 employees, generating millions of COVID testing revenue from 2020 through 2022.

In early 2022, the availability of rapid point-of-care COVID testing centers increased and thus reduced the market share that the Debtor enjoyed at the initial stages of the pandemic. As a result, the Debtor pivoted back to the original business plan to focus on Women's Health and Urology testing. Of note, in April 2022, a favorable Medicare Local Coverage Determination (LCD) came out supporting the coverage of a PCR-based UTI test. Based on this LCD, the Debtor saw ample opportunity and invested several million dollars into research and development, sales, and marketing of the Debtor's advanced UTI test. After a several month development process, the Debtor successfully launched and enjoyed initial success in this area.

Sadly, a few months later, the Medicare Administrative Contractor (MAC) for the California market (MolDX) decided to go against the LCD and discontinue coverage/payment of PCR-based UTI testing. This was a massive blow to the Debtor given the amount of time, resources, and energy the Debtor devoted to transitioning from a COVID diagnostic testing center to a Women's Health and Urology diagnostic testing center.

B. Debtor's Financial Difficulties and the Bankruptcy Purpose

Although the Debtor somewhat successfully navigated the change from a COVID diagnostic testing center to a Women's Health and Urology diagnostic testing center, the financial strain continued. Specifically, the Debtor has $10-15 million in collectible outstanding accounts receivables ("AR") from COVID-related testing that was backed by the CARES Act. And, post-pandemic, many of the health insurances simply stopped paying the COVID-related AR to diagnostic testing centers nationwide. The lack of consistent collection on the COVID-AR put a

severe strain on the Debtor's finances.[1] Thus, over time, the Debtor was forced to reduce its workforce substantially, transitioned from an outsized rental unit, and transitioned, yet again, into a different form of diagnostic testing.

Moving forward, the Debtor has been successful in validating a Pharmacogenomic (PGx) test. In light of a recently favorable LCD from MolDX, this new path should generate more market share and growth. In addition to validating the PGx test, the Debtor obtained Z-codes for a significant array of gene testing as well as its comprehensive testing. Obtaining the Z-codes for this type of testing is important, as, historically, Medicare would not pay for PGx testing absent the requisite Z-code.

C. Procedural Background

On March 29, 2024 ("Petition Date"), the Debtor filed a voluntary petition under subchapter V of Chapter 11 of Title 11 of the United States Code. On April 19, 2024, as Dk. No. 48, Debtor filed its schedules and statement ("Schedules").

D. Pre-Petition Lawsuit

On August 30, 2021, Plaintiff, Krystal Reed, individually, and on behalf of all others similarly situated filed a class and collective action complaint, entitled *Krystal Reed, individually, and, on behalf of all others similarly situated v. Bridge Diagnostics, LLC,* United States District Case No.: 8:21-cv-01409-CJC-KES ("Labor Action"). On July 27, 2023, The Court entered a judgment pursuant to an agreed upon settlement. .

E. Events Occurring During the Bankruptcy Case

On March 29, 2024, the Debtor filed a Chapter 11 Petition ("Petition Date") ("Bankruptcy Case"). The following events occurred during the Bankruptcy Case.

i. The Debtor's Schedules and Operating Reports

On Petition Date, the Debtor filed an emergency petition. On April 19, 2024, Debtor filed schedules ("Schedules") and statement of financial affairs ("SOFA"). Together, the Schedules and

[1] Pre-petition, the Debtor retained Crown Medical Collection, a healthcare accounts receivable collection firm, that focuses heavily on collection of COVID-related AR as set forth in the CARES Act. Crown has just begun its collections efforts and will be retained to pursue collection of the COVID-AR in this Estate.

SOFA show that, on the Petition Date, the Debtor had assets of approximately $14,879,557.41 and liabilities of approximately $11,761,110.75. Debtor's Schedules list approximately 138 parties as potential creditors. On the same date, Debtor amended the list of creditors.

The Debtor believes that it is in compliance with the requirements of the Bankruptcy Code and the applicable Guidelines of the United States Trustee. Among other things, Debtor filed its operating report for March 2024 on June 4, 2024 and its operating report for April 2024 on May 31, 2024. As of the filing of this Plan, Debtor's operating report for June 2024 will be filed timely.

ii. Deadlines to Propose a Plan and File Claims

Pursuant to 11 U.S.C. §1189(a), only the Debtor may file a plan in a Subchapter V case. Pursuant to 11 U.S.C. §1189(b), the deadline for the Debtor to file a plan is 90 days after the order for relief, except that the Court may extend the period if the need for the extension is attributable to circumstances for which the Debtor should not justly be held accountable. Here, the deadline for the Debtor to propose a plan was June 24, 2024. The Debtor timely filed the Plan.

On April 1, 2024, the Court issued its *Notice of Chapter 11 Bankruptcy Case* ("Notice of Case") setting various deadlines. Pursuant to the Notice of Case, the deadline for all creditors other than governmental units to file a proof of claim was set for June 7, 2024, and the deadline for governmental unit creditors to file a proof of claim was set for September 25, 2024. The claims filed pursuant to the Notice of Case are listed below.

iii. Appointment of Subchapter V Trustee and Retention of Professionals

On April 1, 2024, as Dk. No. 6, Robert Paul Goe was appointed as the Subchapter V Trustee in this case ("Trustee").

On April 29, 2024, as Dk. No. 68, the Debtor filed its *Application to Employ Marshack Hays Wood LLP as General Counsel* ("MHW Application"). The order granting the MHW Application is pending.

On April 29, 2024, as Dk. No. 70, the Debtor filed its *Application to Employ Edward Bidanset and Cutsheet Express LLC as Chief Restructuring Officer* ("CE Application"). On May 24, 2024, as Dk. No. 105, an order was entered approving the CE Application.

On May 17, 2024, as Dk. No. 95, the Debtor filed its *Application to Employ Stretto, Inc. as Debtor's Claims and Noticing Agent* ("Stretto Application"). The order granting the Stretto Application is pending.

On June 3, 2024, as Dk. No. 110, the Debtor filed its *Application to employ Crown Medical Collections, LLC as Special Counsel* ("Crown Application"). The order granting Crown Application is pending. Crown Medical Collections, LLC, is defined hereinafter as "Crown."

The Debtor is considering whether it will be necessary to employ other special counsel to assist the Debtor in other matters. If special counsel is employed, then such counsel will be paid on par with the Debtor's other professionals in this case.

iv. Motions Filed During the Bankruptcy Case

On April 8, 2024, as Dk. No. 17, the Debtor filed its Expedited Motion for Order Approving Maintenance of Pre-Petition Bank Accounts and Continued Use of Cash Management Procedures Pursuant to 11 U.S.C. §§105, 345, and 363 ("Cash Management Motion"). On April 12, 2024, as Dk. No. 34, an order was entered granting the Cash Management Motion.

On April 8, 2024, as Dk. No. 18, the Debtor filed its *Expedited Motion for Order Authorizing Payment of (1) Prepetition Wages and (2) Ongoing Employee Compensation and Benefits* ("Prepetition Wage Motion"). On April 12, 2023, as Dk. No. 35, an order was entered granting the Prepetition Wage Motion.

On April 8, 2023, as Dk. No. 19, the Debtor filed its *Expedited Motion for Order (A) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service,(B) Deeming Utilities Adequately Assured of Future Performance, and (C) Establishing Procedures for Resolving Requests for Additional Adequate Assurance of Payment* ("Utility Motion"). On April 12, 2024, as Dk. No. 36, an order was entered granting the Utility Motion.

On April 8, 2024, as Dk. No. 22, the Debtor filed its Expedited Motion for Order Authorizing Use of Cash Collateral to Confirm that its Secured Creditor is Adequately Protected ("Cash Collateral Motion"). On April 12, 2024, as Dk. No. 40, an interim order was entered granting the Cash Collateral Motion ("Cash Collateral Order"). After a further interim hearing on the Cash

Collateral Motion, on May 21, 2024, as Dk. No. 98, a further order granting the Cash Collateral was entered. A final hearing on the Cash Collateral Motion is currently scheduled for June 26, 2024.

On April 23, 2024, as Dk. No. 52, the Debtor filed its Motion for Order Authorizing Debtor to Obtain Post-Petition Loan ("Post-Petition Loan Motion") on shortened time. On April 26, 2024, as Dk. No. 65, an interim order was entered granting the Post-Petition Loan Motion ("Post-Petition Loan Order"). After a final hearing on the Post-Petition Loan Motion, on May 21, 2024, as Dk. No. 99, an order granting the Post-Petition Loan Motion was entered.

On May 15, 2024, as Dk. No. 85, Debtor filed a Motion for Turnover of Property ("Turnover Motion"). A hearing was held on June 5, 2024. A continued hearing has been scheduled for August 14, 2024. At this time, Debtor has confirmed receipt of funds from Verizon and will be withdrawing the Turnover Motion.

On May 15, 2024, as Dk. No. 87, Debtor filed a Motion to Extend the Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property ("Extension Motion"). An order granting Extension Motion is pending.

On May 17, 2024, as Dk. No. 95, Debtor filed a Motion for Order to employ Stretto as Debtor's claims and noticing agent ("Stretto Motion"). The order granting the Stretto Motion is pending.

3. DEFINITIONS AND PRELIMINARY INFORMATION

A. Claims and Interests

i. Claim

The term "claim" shall have the meaning ascribed to it in 11 U.S.C. §101(5) and is intended to be interpreted in the broadest possible sense. A "claim" refers to any debt or obligation of the Debtor or against property of the Debtor, regardless of whether such debt or obligation arises at law or equity.

ii. Creditor

The term "creditor" shall have the meaning ascribed to it in 11 U.S.C. §101(10) and is intended to be interpreted in the broadest possible sense. A "creditor" refers to the holder of any claim treated under the Plan even if the creditor did not file a proof of claim.

B. Allowed, Disallowed, and Disputed Claims

i. Allowed Claims

A claim is allowed if it is timely and properly scheduled or filed and (a) was not objected to; or (b) was objected to and was settled by the parties or otherwise determined to be valid by a Court order. Allowed claims are treated under the Plan.

ii. Disallowed Claims

A claim is disallowed if it was timely objected to by the Debtor or another party in interest and the Court made a ruling that the claim is disallowed in whole or in part. Disallowed claims are not treated under the Plan and may not be asserted against the Debtor in the future.

iii. Disputed Claims

A claim is disputed if a ruling on allowance has not been made and (a) a proof of claim has been filed or deemed filed and the Debtor or a party in interest has filed an objection; or (b) a proof of claim has not been filed and the Debtor scheduled such claim as disputed, contingent, unliquidated, or unknown.

iv. Delayed Distribution on Disputed Claims; Settlement

No distribution will be made on account of a disputed claim unless such claim is allowed by a final, non-appealable order. The Debtor will have the power and authority to settle and compromise a disputed claim with Court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure unless the amount allowed by the compromise does not exceed $50,000, in which was no Court approval is required.

v. Claims Bar Date

THE BAR DATE FOR FILING A PROOF OF CLAIM IN THIS CASE BY CLAIMANTS WHOSE CLAIMS WERE NOT SCHEDULED OR WERE SCHEDULED AS UNKNOWN, DISPUTED, CONTINGENT, OR UNLIQUIDATED WAS JUNE 7, 2024 (AS TO CREDITORS OTHER THAN GOVERNMENTAL UNITS) AND SEPTEMBER 25, 2024 (AS TO GOVERNMENTAL UNITS).

The following chart lists all the claims that have been filed to date:

Claim #	Date Filed	Claimant	Claim Type	Amount
1	4/11/24	Texas Health & Human Services Commission	Unsecured	$707.43
2	4/15/24	Hamilton Company	Unsecured	$112,304.89
3	4/16/24	TXPSI, LLC	Unsecured	$118,152.33
4	4/17/24	Xifin, Inc.	Unsecured	$234,381
5	4/25/24	Helmco Electronic, Inc.	Unsecured	$21,105
6	4/29/24	CDW Direct, LLC	Unsecured	$105,730.70
7	5/2/24	Becton, Dickinson and Company	Unsecured	$29,489.76
8	5/6/24	Stuart Lippman and Associates	Unsecured	$27,858.86
9	5/7/24	American Type Culture Collection	Unsecured	$3,130,501
10	5/9/24	BayCap LLC	Secured	$166,725.95
11	5/9/24	BayCap LLC	Secured	$127,329.93
12	5/9/24	BayCap LLC	Secured	$237,202.75
13	5/9/24	BayCap LLC	Secured	$151,023.12
14	5/15/24	Krystal Reed, individually and on behalf of others	Unsecured	$309,632.82
15	5/15/24	Jenna Schroeder	Unsecured	$137,484.20
16	5/15/24	Blair Simon	Unsecured	$132,882.13
17	5/15/24	Katie Wheeler	Unsecured	$135,237.68
18	5/15/24	inGENEious RX Incorporated / Beck Winsl	Unsecured	$1,600
19	5/23/24	Aetna, Inc.	Unsecured	$4,807.72
20	5/28/24	FocusMD	Unsecured	$2,950.75
21	5/29/24	Airspace Technologies, Inc.	Unsecured	$163,503.88
22	5/29/24	ELLKAY LLC	Unsecured	$92,510
23	5/31/24	UnitedHealthcare Insurance Company	Unsecured	$17,556.25
24	6/7/24	David Wright Tremaine LLP	Unsecured	$111,589.50
25	6/4/24	Blue Cross of California & Anthem Blue Cross Life	Priority	$12,942.80
26	6/4/24	De Lage Landen Financial Services, Inc.	Secured	$160,932.56
27	6/4/24	De Lage Landen Financial Services, Inc.	Secured	$40,908.16
28	6/4/24	De Lage Landen Financial Services, Inc.	Secured	$107,315.36
29	6/6/24	United HealthCare Services, Inc.	Unsecured	$7,271,504.94
30	6/6/24	University Research Park LLC	Unsecured	Unknown
31	6/7/24	Ross Blackburn	Secured	$2,624,490.98
32	6/7/24	Thermo Fisher Financial Services, Inc.	Secured	$423,151.10
33	6/7/24	First Insurance Funding	Secured	$21,584.58
34	6/7/24	First Insurance Funding	Secured	$101,214
35	6/7/24	Katrina Gillespie	Unsecured	$21,393.75
36	6/10/24	Evolution Technologies LLC	Unsecured	$14,278.21
37	6/14/24	Franchise Tax Board	Priority	$707.91

The Schedules also include the following list of claims that were not designated as disputed, unliquidated, contingent, or unknown, and excludes any claim paid pursuant to the Prepetition Wage Motion.[2] A true and correct copy of the list of claims that were not designated as disputed, unliquidated, contingent, or unknown and excludes any claim paid pursuant to the Prepetition Wage Motion will be filed as Exhibit "3."

vi. Standing and Claim Objection Deadline

The Debtor anticipates that objections to certain proofs of claim will be filed. The Debtor and Reorganized Debtor shall have standing to object to any filed claim. The deadline for filing objections to claims shall be 180 days after the Effective Date ("Claim Objection Deadline."). The Claim Objection Deadline can be extended by Court order based upon a showing of "cause."

C. Potential Election Under 11 U.S.C. §1111(b)

Pursuant to Local Bankruptcy Rule 3014-1(a)(1), the deadline for making an election under 11 U.S.C. §1111(b) is July 30, 2024.

4. VOTING BY BALLOT; FILING OBJECTION TO CONFIRMATION OF THE PLAN

A. Who May Object or Vote

i. Who May Object to Confirmation of the Plan

Any party in interest may object to confirmation of the Plan, but as explained below, not everyone is entitled to vote to accept or reject the Plan. Objecting to confirmation means a party files and serves a document that contains legal and factual assertions as to whether the Debtor satisfied its requirements for the Court to confirm the Plan. The deadline to file an objection to confirmation of the Plan is July 30, 2024. If an objection has merit, it may result in the Court denying the Debtor's request for confirm the Plan.

[2] If a creditor holds a claim that was listed in the Schedules and designated as not disputed, unliquidated, contingent, or unknown and for which a proof of claim was filed, then only the proof of claim is listed.

ii. Who May Vote to Accept or Reject the Plan

A creditor has a right to vote for or against the Plan if that creditor has a claim that: (a) either is an allowed claim or is allowed for voting purposes; (b) is classified in an impaired class; and (c) is entitled to receive or retain some property on account of its claim. The deadline to submit ballots is July 30, 2024.

As noted above, a creditor must first have an allowed claim to have the right to vote. Generally, any proof of claim will be allowed, unless a party in interest files an objection to that claim. When an objection to a clam is filed, the holder of the claim cannot vote unless and until the Court, after notice and a hearing, either overrules the objection or allows the claim for voting purposes. Any person who seeks temporary allowance of its claim for the purpose of voting on the Plan must promptly take steps to file an appropriate motion requesting the same and arrange an appropriate hearing with the Court.

A class is impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class. For example, a class comprised of general unsecured creditors is impaired if the Plan fails to pay the members of that class 100% of what they are owed or otherwise impairs the legal rights of the holders of the claims.

In this case, the Debtor believes that classes 1(a)-(m), 2, and 3 are impaired and holders of claims in these classes are therefore entitled to vote to accept or reject the plan, unless otherwise specified below. Any creditor that disputes the Debtor's characterization of its claim as unimpaired and wants to vote may request a finding of impairment from the Court in order to obtain the right to vote.

iii. Who Can Vote in More than One Class

A creditor whose claim has been allowed in part as a secured claim and in part as a general unsecured claim is entitled to accept or reject the Plan in both capacities by casting one ballot for the secured portion of the claim and another ballot for the unsecured portion of the claim.

iv. Votes Necessary to Confirm the Plan

The Plan can be confirmed if (i) it is accepted by each impaired class because a majority in number and at least two-thirds in dollar amount of the claimants in that class timely voted to accept

the Plan; or (ii) it is not accepted by certain impaired class(es), but the Court determines the Plan does not discriminate unfairly and is "fair and equitable" [as defined by 11 U.S.C. §1191(b)] to all rejecting classes of creditors, and it meets all other criteria for confirmation.

5. PLAN OF REORGANIZATION

As required by the Bankruptcy Code, the Plan classifies claims in various classes according to their right to priority. The Plan states whether each class of claims is impaired or unimpaired. The Plan provides the treatment each class will receive. In no event shall any creditor receive more than the creditor's allowed claim, plus interest, to the extent provided herein.

Unless otherwise expressly stated in the Plan, the treatment of allowed claims under the Plan supersedes any agreements or rights the holders of claims may have in or against the Debtor or its assets and is in full satisfaction of the legal, equitable, and contractual rights of the holders of the claims.

Unless the Plan provides otherwise, no distributions will be made and no rights retained on account of any claim that has not become an allowed claim.

A. Treatment of Unclassified Claims

Certain types of claims are not placed into voting classes but are instead unclassified. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to certain treatment under the Bankruptcy Code. Accordingly, the following claims have not been placed into classes:

i. *Administrative Expenses*

Administrative claims are claims for costs or expenses of administering the Debtor's case which are allowed under 11 U.S.C. §507(a)(2).

The following chart lists all of the Debtor's §507(a)(2) unpaid administrative claims and their treatment under the Plan:[3]

[3] Quarterly fees are not applicable in a Subchapter V bankruptcy case.

Description	Estimated Amount Owed[4]	Treatment
Clerk's Office Fees	$0[5]	Paid in full on or before the Effective Date.
Ordinary-Course Administrative Claims	$0	Unless the Debtor objects 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	To the extent that any non-ordinary course administrative claims are allowed, they will be paid in full by the Debtor 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	Unless the Debtor objects 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 Debtor objects 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,

[4] 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.

[5] The Debtor has not commenced any adversary proceedings or filed any motions for which any fee would be due at the conclusion of the Case.

		if applicable, as required under 11 U.S.C. §§ 506(b) and 511, and applicable non-bankruptcy law.
Marshack Hays Wood LLP ("MHW")	$145,000 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 being paid over time as reflected in the financial projections attached hereto. MHW is holding approximately $40,000 in retainer, and thus, after application of the retainer MHW is estimating an outstanding balance owed of approximately $105,000. Note, this is just an estimate.
Edward Bidanset / Cutsheet Express, LLC	$15,000 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. CE anticipates being paid over time as reflected in the financial projections attached hereto. CE is holding $15,000 in retainer, and thus, after application of the retainer CE does not anticipate having additional outstanding fees.
Stretto, Inc.	$5,000, 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 being paid over time as reflected in the financial projections attached hereto.
Crown Medical Collections, LLC	Unknown,[6] 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. Crown Medical Collections, LLC anticipates being paid over time as reflected in the financial projections attached hereto.

[6] Crown will render professional services to the Debtor on a contingent basis in accordance with the Fee Agreement attached as Exhibit A to the Crown Application filed on 6/3/2024 as Dk. No. 110, which provides for a contingent fee of 30% of the total amount recovered. Crown has not received any pre or post-petition retainer for this matter.

Robert Paul Goe, Subchapter V Trustee fees	$30,000, 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. The Subchapter V Trustee will be paid over time as reflected in the financial projections attached hereto.
TOTAL	$195,000_[7]	

ii. *Professional Fee Claims*

Any professional seeking allowance of a professional fee claim for services rendered prior to the Effective Date in connection with the Debtor's case must (1) file their application for allowance of compensation and reimbursement of expenses on or before 45 days after the Effective Date or such other date as ay be set by the Court, and (2) have the fees and expenses allowed by a final order. Any party in interest may file an objection to such an application within the time period provided by the Local Bankruptcy Rules or within any other period that the Court sets. Persons holding professional fee claims who do not timely file and serve their applications for payment will be forever barred from asserting these claims against the Reorganized Debtor or its property. Notwithstanding the foregoing, the order entered approving the Stretto Application relieves Stretto of the obligation to obtain Court approval for its fees.

As indicated above, the Debtor may need to pay approximately $195,000 in administrative claims. The Debtor's professionals have agreed to accept payment over time to ensure that the Debtor is able to make the required payments. As shown in the projections submitted with the Plan, the Debtor will have sufficient funds to make these payments.

iii. *Priority Tax Claims*

Priority tax claims include certain unsecured income, employment, and other taxes described by 11 U.S.C. §507(a)(8). The Bankruptcy Code requires that each holder of such a § 507(a)(8) priority tax claim receive the present value of such claim in regular installment payments in cash,

[7] If the Debtor hires additional special counsel to help address any claims filed, then special counsel's fees will be paid on the same terms as the other professionals, meaning over time.

over a period not exceeding three (3) years from the Petition Date. The following chart lists all of the Debtor's known §507(a)(8) priority tax claims and their treatment under the Plan:

Description	Amount Owed	Treatment
Franchise Tax Board	$707.91	Paid in full on the Effective Date.

B. Classified Claims

i. *Summary of Classes*

The following chart summarizes the various classes of claims provided for in this Plan:

Class #	Claimant(s)
1(a)-1(m)	Secured Creditor Classes
2	Blue Cross of California & Anthem Blue Cross Life
3	General Unsecured Creditors

ii. *Secured Claims*

Secured claims are claims secured by liens on property of the Estate. The following chart lists all classes of secured claims and their treatment under the Plan:

Class #	Description[8]	Insiders (Y/N)	Impaired (Y/N)	Treatment
1(a)	Jason Hansen Claim Amount: Collateral: First priority lien on all of Debtor's assets pursuant to a perfected UCC-1 lien in October 2023 ("Hansen Loan") and the Court approved post-petition debtor-in-possession loan ("Hansen DIP Loan").	Y	N	The Hanson Loan and the Hansen DIP Loan will be paid according to the terms of the security agreements which are attached hereto as Exhibits "11," and "12."
1(b)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 10-1	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment

[8] The claim amount(s) set forth in this chart and the charts below are based upon the Debtor's records and/or the proofs of claim filed by the creditor. Such amounts may vary based on, among other things, the incurrence of interest and/or payments made on account of such secured claims following the Petition Date.

	Claim Amount - $166,725.95 Collateral: (1) 6 -QS5 384 QPCR System, Tower; (2) 6- Taqman Rnase P Fast 384 W Verif (3) 6- SVC, IQOQIPV QStudios 384W; (4) 6 – 384- Well Hardshell Plate Clear; (5) 6 – Optical Adhesive Covers (6) 6 – Kit. 802 11B/G/N WIFI Dongle EA; (7) 6 Smartstart Orientation Fullday; and (8) 6 – AB Assurance, QS5, 384			listed in Proof of Claim 10-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 10-1) will be treated as a Class 3 unsecured claim.
1(c)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 11-1 Claim Amount - $127,329.93 Collateral: (1) Kingfisher Flex, with 96 Deep-VN00137925 5400630 Life Tech HCA KingFishter 3 P	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment listed in Proof of Claim 11-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 11-1) will be treated as a Class 3 unsecured claim.
1(d)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 12-1 Claim Amount - $127,329.93 Collateral: See Exhibit "4," attached hereto.	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment listed in Proof of Claim 12-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 12-1) will be treated as a Class 3 unsecured claim.
1(e)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 13-1 Claim Amount - $151,023.12	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment listed in Proof of Claim 13-1 is liquidated, to the

	Collateral: See Exhibit "5," attached hereto.			extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 13-1) will be treated as a Class 3 unsecured claim.
1(f)	De Lage Landen Financial Services, Inc. ("De Lage Landen"), (claim acquired from Thermo Fisher Financial Services Inc.,) – Proof of Claim 26-1 Claim Amount - $160,932.56 Collateral: See Exhibit "6," attached hereto.	N	N	Debtor will surrender the collateral back to De Lage Landen. Once the equipment listed in Proof of Claim 26-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 26-1) will be treated as a Class 3 unsecured claim.
1(g)	De Lage Landen Financial Services, Inc. ("De Lage Landen"), (claim acquired from Thermo Fisher Financial Services Inc.,) – Proof of Claim 27-1 Claim Amount - $40,908.16 Collateral: (1) BD Phoenix AP Instrument; (2) BD Phoenix M50 Instrument; (3) BD Epicenter NUC Computer; (4) BD Phoenix UPS; (5) BD Earthquake Kit; and (6) BD Phoenix Table.	N	N	Debtor will surrender the collateral back to De Lage Landen. Once the equipment listed in Proof of Claim 27-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 27-1) will be treated as a Class 3 unsecured claim.
1(h)	De Lage Landen Financial Services, Inc. ("De Lage Landen"), (claim acquired from Thermo Fisher Financial Services Inc.,) – Proof of Claim 28-1 Claim Amount - $107,315.36 Collateral: See Exhibit "7," attached	N	N	Debtor will surrender the collateral back to De Lage Landen. Once the equipment listed in Proof of Claim 28-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the

	hereto.			equipment listed in Proof of Claim 28-1) will be treated as a Class 3 unsecured claim.
1(i)	Ross Blackburn ("Blackburn") – Proof of Claim 31-1 Claim Amount - $2,624,490.98 Collateral: Unknown	N	Y	A review of the UCC search for perfected liens does not reflect that Blackburn perfected his alleged security interest. The Debtor has requested that any evidence of perfection be provided. To date, no such evidence has been provided. The proof of claim filed by Blackburn admits that "Mr. Blackburn is informed and believes that no UCC-1 Financing Statement has yet been filed for Mr. Blackburn." Accordingly, Debtor does not believe that Mr. Blackburn has a security interest in any of the Estate's assets, and any unperfected lien could be avoided, preserved, and recovered by the Estate pursuant to the Bankruptcy Code. Mr. Blackburn will be treated as a Class 3 unsecured creditor, and share *pro rata* with other similarly situated unsecured creditors.
1(k)	Thermo Fisher Financial Services, Inc. ("Thermo"), - Proof of Claim 32-1 Claim Amount - $423,151.10 Collateral – See Exhibit "8," attached hereto.	N	N	Debtor will surrender the collateral back to Thermo. Once the equipment listed in Proof of Claim 32-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 32-1) will be treated as a Class 3 unsecured claim.
1(l)	First Insurance Funding ("First") – Proof of Claim 33-1	N	Y	The Debtor is informed and believes that the

	Collateral – See Exhibit "9," attached hereto.			insurance package was terminated in or about September 2023. Thus, the Debtor does not believe that this is an asset of the Estate, and thus, any executory agreement is hereby rejected.
1(m)	All unknown secured creditor claims Collateral – unknown	N	N	Pursuant to the Schedules and the UCC-1 search attached here as Exhibit "10," there were several UCC-1 liens recorded where it is unclear what the collateral is and where listed in the Schedules as "unknown." To the extent that there is a secured creditor who is not listed above in Class 1(a) through 1(j) and is not listed below as an unexpired lease and/or executory contract to be assumed, such collateral will be surrendered to the secured creditor for liquidation, after the collateral is liquidated, to the extent that there is any deficiency, and the deficiency only will be treated as a Class 3 unsecured claim.

If a secured creditor disputes the value of its collateral as stated above, that secured creditor must timely file an objection to confirmation of the Plan, or the value stated by the Debtor may be determined to be the value of the collateral. The objection must be accompanied by competent evidence of valuation. If the value of the collateral is disputed, the Court may schedule a separate hearing to determine value.

iii. *Priority Claims*

Certain priority claims that are referred to in 11 U.S.C. §§ 507(a)(3), (a)(4), (a)(5), (a)(6), and (a)(7) are required to be placed in classes in a chapter 11 plan. The Bankruptcy Code requires that

each holder of a priority claim receive cash on the Effective Date equal to the allowed amount of such claim. However, a class of unsecured priority claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such claim.

The following chart lists all classes containing the Debtor's 11 U.S.C. §§ 507(a)(3), (a)(4), (a)(5), (a)(6), and (a)(7) priority claims and their treatment under the Plan:

Class #	Description	Insiders (Y/N)	Impaired (Y/N)	Treatment
2	Blue Cross of California & Anthem Blue Cross Life ("BlueCross") POC No. 25 - $12,942.80 Claim Amount - $12,942.80	N	Y	To the extent that BlueCross has an Allowed Claim, it will be paid in full 180 days after the Effective Date by the Reorganized Debtor.

iv. *General Unsecured Claims*

General unsecured claims are unsecured claims not entitled to priority under 11 U.S.C. §507(a). The following chart identifies the Plan's treatment of general unsecure claims:

Class #	Description	Insiders (Y/N)	Impaired (Y/N)	Treatment
3	General Unsecured Claims	N	Y	Any Allowed Claim in this Class shall be paid pro rata with other Class claims. Debtor is dedicating all of its projected disposable income (as shown in the attached projections) for a period of three (3) years. The amount of Debtor's projected disposable income is described in the projections attached hereto and is intended to be cash in excess of its operational costs and cash reserve. In addition, to the extent that AR is successfully collected by Crown, the Reorganized Debtor will contribute such funds to the Plan pursuant to the priority of the Bankruptcy Code. Distributions to Class 3 claimants will be made twice per year, with the first

				distribution due on or before March 31, 2025, and the second distribution on or before August 31, 2025. The remaining distributions will be made on or before June 30 and December 31 of each subsequent year.

6. MEANS FOR EFFECTUATING THE PLAN

A. Funding the Plan

The Plan cannot be confirmed unless the Court finds it is "feasible;" pursuant to 11 U.S.C. §§ 1190(1)(C) and 1191(c). Among other things, this requires the Debtor to submit evidence establishing that the Debtor will have sufficient funds available to satisfy all expenses, including the scheduled payments to claimants. The Debtor must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Debtor's projections attached to the Plan as Exhibit "1"[9] demonstrate that through cash on hand and income generated by the Debtor over the life of the Plan, the Debtor will have the ability to make the payments due (1) on the Effective Date, (2) to administrative claim holders, (3) to Class 1 claim holders, (4) to Class 2 claim holders, and (5) to Class 3 claim holders. These projections are conservative and based upon the historical income and expenses of the Debtor, as well as the actual income and expenses incurred during the course of the Bankruptcy Case.

The Debtor anticipates funding the plan from three sources. First, the Debtor is dedicating its projected disposable income over three (3) years to pay its creditors. The Plan will conclude at the earlier of payment in full to creditors holding Allowed Claims or the date of the sixth (6th) distribution to class 3 claim holders.

Second, the Debtor is owed over $10 million in AR collections, which the Debtor anticipates collecting over the life of the Plan. The Debtor will dedicate the amounts collected from Crown

[9] Neither the CRO nor his accounting firm have audited, reviewed, or otherwise examined, as defined by the American Institute of Certified Public Accountants, the Debtor's books and records and they disclaim any opinion as to their accuracy or completeness.

Medical Collections, LLC during the pendency of the Plan to pay creditors pursuant to the priority of the Bankruptcy Code.

Third, to the extent that this Plan is confirmed under 11 U.S.C. § 1191(b), Mr. Hanson will deposit $12,500 of his personal funds with the Disbursing Agent (as defined below) ("Deposit"), and to the extent that there is a post-confirmation default to Class 3 creditors, the Disbursing Agent will distribute the $12,500 *pro rata* to Class 3 unsecured creditors.

B. Disbursing Agent

Edward Bidanset of Cutsheet Express LLC will act as the disbursing agent with regards to payments to Class 3 creditors ("Disbursing Agent"). The Disbursing Agent will be compensated at his normal hourly rate for such services.

C. Debtor's Post-Confirmation Management

Jason Hansen will continue serving as Debtor's chief financial officer; his compensation will remain unchanged. Matt Cohen will continue to serve as the Debtor's accountant.

The Debtor's chief restructuring officer ("CRO") will resign as of the Effective Date.[10] The Debtor does not anticipate hiring someone to fill that position going forward.

D. Continued Contributions to Employees' Retirement Accounts

The purpose of this provision is to ensure that Bridge's obligation to make contributions to its employees' retirement accounts continues and remains unchanged. This provision does not impose any new obligations on Bridge or the Reorganized Debtor and does not provide new rights or benefits to its past, present, or future employees.

E. Unclaimed or Undeliverable Plan Distributions

Payments or distributions that are attempted under the Plan but remain unclaimed or undeliverable for six (6) months, will revest in the Reorganized Debtor free of restriction. Any entitlement to further distributions to the creditor whose payment remained unclaimed or undeliverable for six (6) months will be barred from future distributions.

[10] Although Mr. Bidanset will resign as the CRO as of the Effective Date, he will serve as the Disbursing Agent.

F. Changes in Rates Subject to Regulatory Commission Approval

The Debtor is not subject to governmental regulatory commission approval and is not subject to governmental regulatory commission approval of any rates.

G. Preservation of Causes of Action and Avoidance Actions

The Debtor reserves for the Estate, the Reorganized Debtor, and any Chapter 11 or Chapter 7 Trustee that may hereafter be appointed, all rights to commence and pursue, as appropriate, any and all causes of action and avoidance actions, whether arising prior to or after the Petition Date, in any court or other tribunal, including without limitation, in an adversary proceeding filed in the Court, except for as otherwise provided in the Plan. On the Effective Date, the Reorganized Debtor will be vested with authority to enforce, file, litigate, prosecute, settle, and collect on any claim or cause of action, including actions under 11 U.S.C. §§ 544, 547 and 548.

Unless a claim for relief or avoidance action against any person is expressly waived, relinquished, released, compromised, or settled as provided or identified in the Plan, any confirmation order, or prior order of the Court, the Debtor expressly reserves all claims for relief and avoidance actions for later adjudication. Therefore, no preclusion doctrine, including, without limitation, the doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches shall apply to such claims for relief or avoidance actions upon or after confirmation or consummation of the Plan. All avoidance actions and other claims for relief are preserved under the Plan for the benefit of the Estate, except as otherwise provided for in the Plan. Any recoveries from avoidance actions and/or other claims for relief will be paid to the trustee of the Liquidating Trust for distribution to creditors in accordance with the terms of the Plan.

"Avoidance action" means causes of action arising under 11 U.S.C. §§ 510, 541, 542, 544, 547, 548, 549, 550, 551, and/or 553, or under related state or federal statutes and common law, including, without limitation, fraudulent transfer laws, whether or not litigation is commenced to prosecute such causes of action. This specifically includes the transfers listed on the Debtor's SOFA made during the 90 days, 1 year and 2 years prior to the Petition Date.

"Claim for Relief" means, without limitation, any and all actions, causes of action, controversies, liabilities, obligations, rights, suits, damages, judgments, Claims (as defined in 11 U.S.C. § 101(5)) and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity, or otherwise that the Debtor and/or the Estate may hold against any person as of the Effective Date. This specifically includes, but is not limited to, non-bankruptcy claims such as breach of fiduciary duty, embezzlement, fraud, and malpractice claims.

ANY CREDITORS THAT BELIEVE THEY RECEIVED A TRANSFER OR SETOFF THAT IS AVOIDABLE UNDER THE CODE OR THAT HOLD A CLAIM AGAINST THE ESTATE THAT COULD BE SUBJECT TO AN OBJECTION BASED UPON FAILURE TO RETURN AN AVOIDABLE TRANSFER OR SETOFF, ARE DIRECTED TO REVIEW THEIR RECORDS AND/OR THE DEBTOR'S SCHEDULES FOR FURTHER INFORMATION, HOWEVER, ALL RIGHTS OF THE DEBTOR AND THE ESTATE ARE RESERVED WITH RESPECT TO ANY AND ALL TRANSFERS OR SETOFF WHICH MAY BE AVOIDABLE UNDER THE BANKRUPTCY CODE.

All professional fees incurred in pursuing the avoidance actions or other causes of action shall be paid by the Reorganized Debtor without the necessity of a Court order. However, the Court will reserve exclusive jurisdiction to decide any and all disputes regarding the payment of the fees and costs related to post-confirmation professional fees, upon request of a party-in-interest and after notice and a hearing.

7. Provisions for Executory Contracts and Unexpired Leases

The Debtor assumes the following executory contracts and unexpired leases as of the Effective Date:

Party to Executory Contract	Subject of Executory Contract/Lease	Cure Amount
120 Vantis Property, LLC	Building Lease	$0 (Debtor believes that it is current on this obligation)
Anthem Health Insurance Coverage	Health insurance overage, including, but not limited to medical, dental, vision,	$0 (Debtor believes that it

	and all insurance coverage for Debtor's employees	is current on this obligation)
Hanford Workers Compensation insurance	Workers Compensation Insurance	$0 (Debtor believes that it is current on this obligation)

To the extent that a party to an executory contract that will be assumed disagrees with the amount of the asserted cure payment, then such creditor must timely file an objection to confirmation of the Plan. The objection must be accompanied by competent evidence supporting claims of an alleged arrearage. The Court may schedule a separate hearing to determine the amount of the arrearage.

Except for executory contracts and unexpired leases that have been assumed, and if applicable assigned, before the Effective Date or under this section of the Plan, or that are the subject of a pending motion to assume, and if applicable assign, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the Effective Date.

A party to a rejected executory contract or unexpired lease may file a proof of claim based on the rejection of an executory contract or unexpired lease provided that such claim is filed no later than 45 days after the date of entry of the order confirming the Plan.

8. LIQUIDATION ANALYSIS

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to the Plan as Exhibit "2." This exhibit demonstrates that all creditors are projected to receive at least as much under the Plan as such creditor would receive in a chapter 7 liquidation.

9. TAX CONSEQUENCES OF THE PLAN

CREDITORS CONCERNED WITH HOW THE PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS. The following disclosure of possible tax consequences is intended solely for the purpose of alerting readers about possible tax issues the Plan may present to the Debtor and the Reorganized Debtor. The Debtor and its professionals CANNOT and DO NOT represent that the

tax consequences contained below are the only tax consequences of the Plan because the Tax Code embodies many complicated rules which make it difficult to state completely and accurately all of the tax implications of any action.

Due to the unsettled and complex nature of some of the tax issues, as well as the possibility that developments subsequent to the date hereof could affect the tax consequences of the Plan, the following discussion should not be regarded as definitive or as covering all possible tax consequences. Additionally, this summary does not discuss all aspects of federal income taxation that may be relevant to a particular creditor in light of its individual circumstances or to certain creditors subject to special treatment under the federal income tax law (for example, life insurance companies, tax-exempt organizations, foreign corporations and individuals who are not citizens or residents of the United States).

As stated above, creditors concerned with how the Plan will affect their own tax liability should consult with their own accountants, attorneys, and/or advisors. The Debtor is still in the process of determining the tax consequences of the Plan but does not believe that there will be a material taxable event. The Debtor does not expect adverse consequences materially affecting the distributions to the holders of allowed claims under the Plan.

10. EXPLANATION OF RISK FACTORS AND POTENTIAL FLUCTUATIONS WHEN IMPLEMENTING THE PLAN

Performance of the obligations under the Plan are subject to various factors and contingencies, some of which are described in this section. The following discussion summarizes some of the material risks associated with the Plan but is not intended to be exhaustive. Moreover, it should read in connection with other disclosures in the Plan. Each creditor, in conjunction with its advisors, should supplement the following discussion by analyzing and evaluating the Plan as a whole. THE RISKS ASSOCIATED WITH THE PLAN MUST BE CAREFULLY CONSIDERED IN DETERMINING WHETHER TO ACCEPT THE PLAN.

The potential risks to creditors from the Plan include (1) the Debtor having less cash on hand than expected to make payments on the Effective Date; (2) the Debtor being unable to collect on the amounts owed to it on the time frames set forth in the projections; and (3) the collectability of the

outstanding accounts receivable by Crown. Regarding the first and second risk factor, Debtor believes that its projections are reasonable, conservative, and achievable in light of its historic performance. Regarding the third risk factor, the Debtor cannot control whether various insurance companies pay on outstanding accounts receivable.

11. EFFECT OF CONFIRMATION OF THE PLAN

A. General Comments

The provisions of a confirmed Plan bind the Debtor, any entity acquiring property under the Plan, and any creditor, equity security holder, or general partner of the Debtor, even those who do not vote to accept the Plan.

The Bankruptcy Code provides that upon confirmation, except as otherwise provided in the plan or the order confirming the plan, the property of the Estate vests in the Debtor. If a plan is confirmed under 11 U.S.C. § 1191(a), except as otherwise provided in the Plan or in the order confirming the Plan, (i) confirmation of the Plan vests all of the property estate in the Debtor, and (ii) after confirmation of the Plan, the property dealt with by the Plan is free and clear of all claims.

If a plan is confirmed under 11 U.S.C. § 1191(b), no property of the Estate will vest in the Debtor until completion of the Plan.

B. Discharge of Liability for Payments of Debts

The Debtor seeks confirmation under 11 U.S.C. § 1191(a). On the Effective Date of the Plan, the Debtor will be discharged from any debt that arose before confirmation of the Plan, as provided in 11 U.S.C. § 1141(d)(1)(A). Pursuant to § 1141(d)(6), the Debtor will not be discharged from any debt of a kind specified in 11 U.S.C. §§ 523(a)(2)(A) - (B) that is owed to a domestic governmental unit, or owed to a person as the result of an action filed under subchapter III of Chapter 37 of title 31 or any similar State statute, or for a tax or customs duty with respect to which the debtor made a fraudulent tax return or willfully attempted in any manner to evade or to defeat such tax or such customs duty.

Alternatively, pursuant to 11 U.S.C. § 1192, the Court shall grant the Debtor a discharge of all debts (i) provided in 11 U.S.C. § 1141(d)(1)(A), and (ii) allowed under 11 U.S.C. § 503 and provided for in the Plan, and shall do so as soon as is practicable after the Debtor completes all

payments due within the first 3 years of this Plan or as otherwise provided in 11 U.S.C. § 1192. The Debtor will not be discharged from any debt (i) on which the last payment is due after the first 3 years of the Plan, or as otherwise provided in § 1192, or (ii) which is excepted from discharge under § 523(a), except as provided in Bankruptcy Rule 4007(c).

12. GENERAL PROVISIONS

A. Definitions and Rules of Construction

The definitions and rules of construction set forth in 11 U.S.C. §§ 101 and 102 shall apply when terms defined or construed in the Bankruptcy Code are used in this Plan.

B. Effective Date

The Effective Date of the Plan will be the first business day that is at least fifteen (15) days after the entry of an order confirming the Plan ("Confirmation Order"), provided there has been no order staying the effectiveness of the Confirmation Order.

C. Severability

If any provision of this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effective of any other provision of this Plan.

D. Binding Effect

The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such entity.

E. Modification of the Plan

The Debtor reserves the right in accordance with 11 U.S.C. § 1193(a) to amend or modify the Plan at any time before confirmation. However, the Court may require a re-voting of the Plan, unless the modification is non-material or relates only to the extension of the Effective Date, which modification shall not require re-voting of the Plan.

After confirmation, the Reorganized Debtor may, upon order of the Court, modify the Plan in accordance with 11 U.S.C. § 1193(c) to remedy any defect or omission, to reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan, to alter the Plan as may be necessary for the Debtor to comply with its terms and conditions, or for such other or further reasons as the Court deems appropriate.

F. Exculpation and Releases

Effective upon the entry of the Confirmation Order, neither the Debtor, its officers, directors, or employees, the Debtor's professionals employed in this case, nor the Subchapter V Trustee (collectively, "Exculpated Parties" and each an "Exculpated Party"), shall have or incur any liability to any person, including any creditor of the Debtor, for any act or omission in connection with, relating to or arising out of any post-petition action, including formulation, negotiation, implementation, confirmation or consummation of the Plan, or any contract, instrument, release or other agreement or document entered into during the chapter 11 case or otherwise created in connection with the Plan; provided, however, that nothing in this Section shall be construed to release or exculpate any Exculpated Party from willful misconduct or gross negligence.

G. Captions

The headings contained in the Plan are for convenience or reference only and do not affect the meaning or interpretation of the Plan.

H. Controlling Effect

Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of California will govern the Plan and any agreements, documents, and instruments executed in connection with the Plan, except as otherwise provided in the Plan.

I. Retention of Jurisdiction

The Court will retain exclusive jurisdiction during the Plan payout period to resolve disputes and conflicts arising from the administration of the Plan, upon request of a party-in-interest and after notice and a hearing, including, without limitation:

1. The adjudication of the validity, scope, classification, allowance, and disallowance of any claim;
2. The estimation of any claim;
3. The allowance or disallowance of professional fee claims, compensation, or other administrative claims;

4. To hear and determine claims concerning taxes pursuant to 11 U.S.C. §§ 346, 505, 525, and 1146;

5. To hear and determine any action or proceeding brought under 11 U.S.C. §§ 108, 510, 543, 544, 545, 547, 548, 549, 550, 551, and 553;

6. To hear and determine all actions and proceedings which relate to pre-confirmation matters;

7. To hear and determine any issue relating to the assumption or rejection of executory contracts and unexpired leases;

8. To hear and determine any modification to the Plan in accordance with the Bankruptcy Rules and the Bankruptcy Code;

9. To enforce and interpret the terms of the Plan;

10. To correct any defects, cure any omissions, or reconcile any inconsistency in the Plan or the confirmation order as may be necessary to carry out the purpose and intent of the Plan;

11. The entry of any order, including injunctions, necessary to enforce title, rights and powers of the Debtor or Reorganized Debtor, and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the Court may deem necessary including, without limitation, any right of the Debtor, Reorganized Debtor, or Liquidating Trust to recover and liquidate assets;

12. To determine the validity, extent and priority of all liens and security interests against property of the Estate or the Reorganized Debtor;

13. To hear and resolve any disputes regarding employment applications and professional fees;

14. To hear and determine such matters and make such orders as are consistent with the Plan as may be necessary to carry out the provisions thereof and to adjudicate any disputes arising under or relating to any order entered by the Court in this Case;

15. The entry of an order concluding and terminating this Case; and

16. To resolve any disputes as to whether there has been a default under the Plan.

J. Post-Confirmation Conversion or Dismissal

If the Reorganized Debtor fails to make a payment to a Class 1 or Class 2 creditor, then the creditor that did not receive the payment shall provide the Debtor with a written Notice of Default, providing the Reorganized Debtor with 10 business days to cure the default. If the Reorganized Debtor fails to cure the default timely, then the creditor may submit a declaration of default to the Court along with an order permitting the creditor to proceed with its state law remedies, which order may be entered by the Court without the need for a hearing.

If the Reorganized Debtor fails to make a monthly payment to the Disbursing Agent for Class 3 creditors, then the Disbursing Agent shall provide the Reorganized Debtor with a written Notice of Default, providing the Reorganized Debtor with 10 business days to cure the default. If the Reorganized Debtor fails to cure the default within 10 business days, then the Disbursing Agent may submit a declaration of default to the Court along with an order directing the Reorganized Debtor to release the Deposit and pay such amounts *pro rata* to holders of allowed Class 3 claims. Any legal fees incurred by the Disbursing Agent in connection with such a motion shall be paid by the Reorganized Debtor.

Further, a creditor or party in interest may bring a motion to convert or dismiss the case under 11 U.S.C. § 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If the Court orders the case to be converted to Chapter 7 after the Plan is confirmed, then all property that had been property of the Chapter 11 estate, and that has not been disbursed pursuant to the Plan, will revest in the Chapter 7 estate. The automatic stay will be reimposed upon the revested property, but only to the extent that relief from stay was not previously authorized by the Court during this case.

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K. Final Decree

Once the Plan has been consummated, a final decree may be entered upon motion of the Debtor. The effect of the final decree is to close the bankruptcy case. After such closure, a party seeking any type of relief relating to a Plan provision can seek such relief in a state court of general jurisdiction.

Dated: June 24, 2024

BRIDGE DIAGNOSTICS, LLC

By: _____
EDWARD BIDANSET
Chief Restructuring Officer

Dated: June 24, 2024

MARSHACK HAYS WOOD LLP

By: */s/ David A. Wood*
MATTHEW W. GRIMSHAW
DAVID A. WOOD,
Proposed Attorneys for Debtor,
BRIDGE DIAGNOSTICS, LLC

Exhibit “1”

	Month	3/29/24	4/30/24	5/31/24	6/30/24	7/31/24	8/31/24
	Status	Actual	Actual	Actual	Current	Projected	Projected
	Period	Pre-Petition	1	2	3	4	5
	DISPOSABLE INCOME ANALYSIS						
	TESTING VOLUME						
	Assumed Working Days		20	20	20	20	20
	Average Daily Volume		14	13	15	25	30
	Total Monthly Volume		278	250	308	500	600
	Medicare Volume		152	142	247	475	570
	Avg Medicare Reimbursement		$ 801	645	780	780	780
	Total Monthly Medicare Revenue		$ 121,717	91,641	192,400	370,500	444,600
	Commercial Volume		126	108	62	25	30
	Avg Commercial Reimbursement		$ 109	15	300	300	300
	Total Commerical Revenue		$ 13,728	1,595	18,500	7,500	9,000
	Total Testing Revenue Generated		$ 135,445	93,236	210,900	378,000	453,600
	AR COLLECTIONS						
	Medicare (14 day average)		$ 57,043	174,892	166,200	281,450	407,550
	Commerical (30 day average)		$ 576	15,208	1,595	18,500	7,500
	Total Collections		$ 57,619	190,100	167,795	299,950	415,050
	Vendor Refunds		$ 18,886	-	32,397	-	-
	Other Income		$ 2,902	-	-	-	-
	Total Collections		$ 79,408	190,100	200,192	299,950	415,050
	DEBTOR-IN-POSSESSION LENDING						
	DIP Funds Received		$ 100,000	150,000	110,000	100,000	-

	Month	3/29/24	4/30/24	5/31/24	6/30/24	7/31/24	8/31/24
	Status	Actual	Actual	Actual	Current	Projected	Projected
	Period	Pre-Petition	1	2	3	4	5
	OPERATIONAL SPENDING						
	Direct Costs						
	Consumables - Fisher - Chips		$ 49,308	6,349	1,078	15,475	18,570
	Consumables - Fisher - Other		$ -	-	-	9,500	11,400
	Consumables - DNA Genotek - Kits		$ -	-	-	4,865	5,838
	UPS Charges		$ -	-	3,727	1,500	1,800
	Payroll & Benefits						
	Current Payroll Base (burdened)		$ 184,633	183,433	199,683	251,092	167,395
	Estimated Future Payroll		$ -	-	-	-	-
	Commissions		$ -	470	2,130	2,500	12,000
	Anthem Health Coverage		$ -	28,880	15,500	15,500	15,500
	Retirement Contributions		$ -	-	-	-	7,500
	Retirement Arrears		$ -	-	-	-	7,500
	Worker's Comp (Hartford)		$ 8,897	11,409	-	10,438	-
	T&E Budget for Sale Reps		$ -	-	6,500	4,500	4,500
	Consultants						
	CCA Accounting		$ -	22,205	5,000	37,000	22,000
	Chris Perricone		$ -	-	10,000	10,000	10,000
	Dr Winslow		$ -	1,600	1,600	1,600	1,600
	Tom Burns		$ -	-	-	5,000	5,000
	Dr Lui		$ -	-	-	5,000	5,000
	Elaine Luckey		$ -	1,392	5,800	1,200	1,200
	Ryan Uehling		$ 10,000	-	-	10,000	10,000
	Sales Search		$ -	-	-	-	10,000
	Systems						
	ADS		$ -	-	-	-	-
	XIFIN		$ -	-	-	15,000	15,000
	Genxys		$ 18,800	-	-	18,500	-

	Month	3/29/24	4/30/24	5/31/24	6/30/24	7/31/24	8/31/24
	Status	Actual	Actual	Actual	Current	Projected	Projected
	Period	Pre-Petition	1	2	3	4	5
	ConveyThis		$ 5,502	-	100	100	100
	Microsoft 365 & Azure		$ -	-	-	6,350	6,350
	Finance Azure DB		$ -	-	-	1,075	1,075
	Wilogic		$ -	-	-	1,785	1,785
	Twilio		$ -	-	-	100	100
	Wordpress		$ -	-	-	30	30
	CDW		$ -	-	-	7,500	7,500
	Overhead						
	General Liability Premium		$ -	-	8,394	-	-
	Tax Preparation		$ -	-	-	-	-
	Storage facility		$ -	-	-	-	-
	WeKonnect security		$ 235	-	235	235	235
	Rent (Vantis Office)		$ 20,135	40,270	11,280	20,135	20,135
	American Express Cards		$ 1,656	10,000	-	-	-
	Banking fees		$ -	205	500	500	500
	Total Operational Spend		$ 299,166	306,213	271,527	456,480	369,613
	Bankruptcy Costs						
	Sub V Court Trustee		$ -	-	-	1,500	1,500
	Marshack Hays		$ -	-	-	-	-
	Ed Bidanset		$ -	-	-	-	-
	Stretto		$ -	-	-	3,200	3,200
	Total Bankruptcy Costs		$ -	-	-	4,700	4,700
	Net Disposable Income Generated		**$ (119,759)**	**33,887**	**38,666**	**(61,230)**	**40,737**
	Secured Creditor & DIP Loan						
	Hansen DIP Loan Interest Paid		$ -	-	-	6,083	4,625
	Hansen DIP Loan Principal Paid		$ -	-	-	-	-

	Month	3/29/24	4/30/24	5/31/24	6/30/24	7/31/24	8/31/24
	Status	Actual	Actual	Actual	Current	Projected	Projected
	Period	Pre-Petition	1	2	3	4	5
	Hansen Secured Loan Interest Paid		$ -	-	-	25,428	25,428
	Hansen Secured Loan Principal Paid		$ -	-	-	-	-
	Total Secured Creditor Payments		$ -	-	-	31,511	30,053
	Disposable Income after Secured Creditor Payments		**$ (119,759)**	**33,887**	**38,666**	**(92,741)**	**10,684**
	CASH RECONCILIATION						
	Beginning Cash Balance		$ 152,264	32,506	66,393	105,058	12,317
	AR Collections & Other Income		$ 79,408	190,100	200,192	299,950	415,050
	DIP Financing Received		$ 100,000	150,000	110,000	100,000	-
	Operational Spending		$ (299,166)	(306,213)	(271,527)	(456,480)	(369,613)
	Bankruptcy Costs		$ -	-	-	(4,700)	(4,700)
	Disposable Income		$ (119,759)	33,887	38,666	(61,230)	40,737
	Secured Credit Payments		$ -	-	-	(31,511)	(30,053)
	Ending Cash Balance	$ 152,264	$ 32,506	66,393	105,058	12,317	23,001
	PLAN SUMMARY TOTALS						
	Total DIP Funds	$ 460,000					
	Total Disposable Income	$ 9,119,442					
	Total Secured Secured Creditor & DIP Payments	$ 8,229,838					
	Remaining Disposable Income	$ 889,604					
	Estimated Unsecured Creditor Claims	$ 7,607,742					
	Estimated Unsecured Creditor Claims Paid	$ 889,604					
	Estimated Percent of Claims Paid	11.7%					

Month	9/30/24	10/31/24	11/30/24	12/31/24	1/31/25	2/28/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	6	7	8	9	10	11
DISPOSABLE INCOME ANALYSIS						
TESTING VOLUME						
Assumed Working Days	20	20	20	20	20	20
Average Daily Volume	30	35	35	35	40	40
Total Monthly Volume	600	700	700	700	800	800
Medicare Volume	570	665	665	665	760	760
Avg Medicare Reimbursement	780	780	780	780	780	780
Total Monthly Medicare Revenue	444,600	518,700	518,700	518,700	592,800	592,800
Commercial Volume	30	35	35	35	40	40
Avg Commercial Reimbursement	300	300	300	300	300	300
Total Commerical Revenue	9,000	10,500	10,500	10,500	12,000	12,000
Total Testing Revenue Generated	453,600	529,200	529,200	529,200	604,800	604,800
AR COLLECTIONS						
Medicare (14 day average)	444,600	481,650	518,700	518,700	555,750	592,800
Commerical (30 day average)	9,000	9,000	10,500	10,500	10,500	12,000
Total Collections	453,600	490,650	529,200	529,200	566,250	604,800
Vendor Refunds	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
Total Collections	453,600	490,650	529,200	529,200	566,250	604,800
DEBTOR-IN-POSSESSION LENDING						
DIP Funds Received	-	-	-	-	-	-

Month	9/30/24	10/31/24	11/30/24	12/31/24	1/31/25	2/28/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	6	7	8	9	10	11
OPERATIONAL SPENDING						
Direct Costs						
Consumables - Fisher - Chips	18,570	21,665	21,665	21,665	24,760	24,760
Consumables - Fisher - Other	11,400	13,300	13,300	13,300	15,200	15,200
Consumables - DNA Genotek - Kits	5,838	6,811	6,811	6,811	7,784	7,784
UPS Charges	1,800	2,100	2,100	2,100	2,400	2,400
Payroll & Benefits						
Current Payroll Base (burdened)	167,395	167,395	167,395	167,395	251,092	167,395
Estimated Future Payroll	-	-	-	-	12,000	12,000
Commissions	12,000	14,000	14,000	14,000	16,000	16,000
Anthem Health Coverage	15,500	15,500	15,500	15,500	15,500	15,500
Retirement Contributions	7,500	7,500	7,500	7,500	7,500	7,500
Retirement Arrears	7,500	7,500	7,500	-	-	-
Worker's Comp (Hartford)	-	-	4,984	-	-	-
T&E Budget for Sale Reps	4,500	4,500	4,500	4,500	6,500	6,500
Consultants						
CCA Accounting	22,000	18,000	18,000	18,000	18,000	18,000
Chris Perricone	10,000	10,000	10,000	10,000	10,000	8,500
Dr Winslow	1,600	1,600	1,600	1,600	1,600	1,600
Tom Burns	5,000	5,000	5,000	5,000	5,000	5,000
Dr Lui	5,000	5,000	5,000	5,000	5,000	5,000
Elaine Luckey	1,200	1,200	1,200	1,200	1,200	1,200
Ryan Uehling	10,000	10,000	10,000	10,000	10,000	10,000
Sales Search	-	10,000	-	10,000	-	-
Systems						
ADS	600	600	600	600	600	600
XIFIN	15,000	15,000	15,000	15,000	-	-
Genxys	-	18,500	-	-	18,500	-

Month	9/30/24	10/31/24	11/30/24	12/31/24	1/31/25	2/28/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	6	7	8	9	10	11
ConveyThis	100	100	100	100	100	100
Microsoft 365 & Azure	6,350	6,350	6,350	6,350	6,350	6,350
Finance Azure DB	1,075	1,075	1,075	1,075	1,075	1,075
Wilogic	1,785	1,785	1,785	1,785	1,785	1,785
Twilio	100	100	100	100	100	100
Wordpress	30	30	30	30	30	30
CDW	7,500	7,500	7,500	7,500	7,500	7,500
Overhead						
General Liability Premium	7,000	-	-	7,000	-	-
Tax Preparation	8,000	-	-	-	-	-
Storage facility	-	-	-	-	-	-
WeKonnect security	235	235	235	235	235	235
Rent (Vantis Office)	20,135	20,135	20,135	20,135	20,135	20,135
American Express Cards	-	-	-	-	-	-
Banking fees	500	500	500	500	500	500
Total Operational Spend	375,213	392,981	369,465	373,981	466,446	362,749
Bankruptcy Costs						
Sub V Court Trustee	1,500	1,500	1,500	1,500	1,500	1,500
Marshack Hays	-	24,167	-	-	24,167	-
Ed Bidanset	1,500	1,500	1,500	1,500	1,500	1,500
Stretto	3,200	-	-	-	-	-
Total Bankruptcy Costs	6,200	27,167	3,000	3,000	27,167	3,000
Net Disposable Income Generated	**72,187**	**70,503**	**156,735**	**152,219**	**72,637**	**239,051**
Secured Creditor & DIP Loan						
Hansen DIP Loan Interest Paid	4,625	4,625	4,625	4,625	4,625	4,625
Hansen DIP Loan Principal Paid	-	-	-	-	-	-

Month	9/30/24	10/31/24	11/30/24	12/31/24	1/31/25	2/28/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	6	7	8	9	10	11
Hansen Secured Loan Interest Paid	25,854	25,854	25,854	25,854	25,854	25,854
Hansen Secured Loan Principal Paid	-	-	-	-	-	-
Total Secured Creditor Payments	30,479	30,479	30,479	30,479	30,479	30,479
Disposable Income after Secured Creditor Payments	**41,709**	**40,024**	**126,257**	**121,741**	**42,159**	**208,573**
CASH RECONCILIATION						
Beginning Cash Balance	23,001	64,710	104,734	230,991	352,732	394,891
AR Collections & Other Income	453,600	490,650	529,200	529,200	566,250	604,800
DIP Financing Received	-	-	-	-	-	-
Operational Spending	(375,213)	(392,981)	(369,465)	(373,981)	(466,446)	(362,749)
Bankruptcy Costs	(6,200)	(27,167)	(3,000)	(3,000)	(27,167)	(3,000)
Disposable Income	72,187	70,503	156,735	152,219	72,637	239,051
Secured Credit Payments	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)
Ending Cash Balance	64,710	104,734	230,991	352,732	394,891	603,463
PLAN SUMMARY TOTALS						
Total DIP Funds						
Total Disposable Income						
Total Secured Secured Creditor & DIP Payments						
Remaining Disposable Income						
Estimated Unsecured Creditor Claims						
Estimated Unsecured Creditor Claims Paid						
Estimated Percent of Claims Paid						

Month	3/31/25	4/30/25	5/31/25	6/30/25	7/31/25	8/31/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	12	13	14	15	16	17
DISPOSABLE INCOME ANALYSIS						
TESTING VOLUME						
Assumed Working Days	20	20	20	20	20	20
Average Daily Volume	40	40	40	40	45	45
Total Monthly Volume	800	800	800	800	900	900
Medicare Volume	760	760	760	760	855	855
Avg Medicare Reimbursement	780	780	780	780	780	780
Total Monthly Medicare Revenue	592,800	592,800	592,800	592,800	666,900	666,900
Commercial Volume	40	40	40	40	45	45
Avg Commercial Reimbursement	300	300	300	300	300	300
Total Commerical Revenue	12,000	12,000	12,000	12,000	13,500	13,500
Total Testing Revenue Generated	604,800	604,800	604,800	604,800	680,400	680,400
AR COLLECTIONS						
Medicare (14 day average)	592,800	592,800	592,800	592,800	629,850	666,900
Commerical (30 day average)	12,000	12,000	12,000	12,000	12,000	13,500
Total Collections	604,800	604,800	604,800	604,800	641,850	680,400
Vendor Refunds	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
Total Collections	604,800	604,800	604,800	604,800	641,850	680,400
DEBTOR-IN-POSSESSION LENDING						
DIP Funds Received	-	-	-	-	-	-

Month	3/31/25	4/30/25	5/31/25	6/30/25	7/31/25	8/31/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	12	13	14	15	16	17
OPERATIONAL SPENDING						
Direct Costs						
Consumables - Fisher - Chips	24,760	24,760	24,760	24,760	27,855	27,855
Consumables - Fisher - Other	15,200	15,200	15,200	15,200	17,100	17,100
Consumables - DNA Genotek - Kits	7,784	7,784	7,784	7,784	8,757	8,757
UPS Charges	2,400	2,400	2,400	2,400	2,700	2,700
Payroll & Benefits						
Current Payroll Base (burdened)	167,395	167,395	167,395	167,395	251,092	167,395
Estimated Future Payroll	12,000	24,000	24,000	24,000	36,000	36,000
Commissions	16,000	16,000	16,000	16,000	18,000	18,000
Anthem Health Coverage	15,500	15,500	15,500	15,500	15,500	15,500
Retirement Contributions	7,500	7,500	7,500	7,500	7,500	7,500
Retirement Arrears	-	-	-	-	-	-
Worker's Comp (Hartford)	-	-	-	-	-	-
T&E Budget for Sale Reps	6,500	6,500	6,500	6,500	6,500	6,500
Consultants						
CCA Accounting	18,000	18,000	18,000	18,000	18,000	18,000
Chris Perricone	8,500	8,500	8,500	8,500	8,500	8,500
Dr Winslow	1,600	1,600	1,600	1,600	1,600	1,600
Tom Burns	5,000	5,000	5,000	5,000	5,000	5,000
Dr Lui	5,000	5,000	5,000	5,000	5,000	5,000
Elaine Luckey	1,200	1,200	1,200	1,200	-	-
Ryan Uehling	10,000	10,000	10,000	10,000	10,000	10,000
Sales Search	-	-	-	-	-	-
Systems						
ADS	600	600	600	600	600	600
XIFIN	-	-	-	-	-	-
Genxys	-	18,500	-	-	18,500	-

Month	3/31/25	4/30/25	5/31/25	6/30/25	7/31/25	8/31/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	12	13	14	15	16	17
ConveyThis	100	100	100	100	100	100
Microsoft 365 & Azure	6,350	6,350	6,350	6,350	6,350	6,350
Finance Azure DB	1,075	1,075	1,075	1,075	1,075	1,075
Wilogic	1,785	1,785	1,785	1,785	1,785	1,785
Twilio	100	100	100	100	100	100
Wordpress	30	30	30	30	30	30
CDW	7,500	7,500	7,500	7,500	7,500	7,500
Overhead						
General Liability Premium	7,000	-	-	7,000	-	-
Tax Preparation	8,000	-	-	-	-	-
Storage facility	-	-	-	-	-	-
WeKonnect security	235	235	235	235	235	235
Rent (Vantis Office)	20,135	20,135	20,135	20,135	20,135	20,135
American Express Cards	-	-	-	-	-	-
Banking fees	500	500	500	500	500	500
Total Operational Spend	377,749	393,249	374,749	381,749	496,014	393,817
Bankruptcy Costs						
Sub V Court Trustee	1,500	1,500	1,500	1,500	1,500	1,500
Marshack Hays	-	24,167	-	-	24,167	-
Ed Bidanset	1,500	1,500	1,500	1,500	1,500	1,500
Stretto	-	-	-	-	-	-
Total Bankruptcy Costs	3,000	27,167	3,000	3,000	27,167	3,000
Net Disposable Income Generated	**224,051**	**184,385**	**227,051**	**220,051**	**118,669**	**283,583**
Secured Creditor & DIP Loan						
Hansen DIP Loan Interest Paid	4,625	4,625	4,625	4,625	4,625	4,625
Hansen DIP Loan Principal Paid	-	-	-	-	-	-

Month	3/31/25	4/30/25	5/31/25	6/30/25	7/31/25	8/31/25
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	12	13	14	15	16	17
Hansen Secured Loan Interest Paid	25,854	25,854	25,854	25,854	25,854	25,854
Hansen Secured Loan Principal Paid	-	-	-	-	-	-
Total Secured Creditor Payments	30,479	30,479	30,479	30,479	30,479	30,479
Disposable Income after Secured Creditor Payments	**193,573**	**153,906**	**196,573**	**189,573**	**88,191**	**253,105**
CASH RECONCILIATION						
Beginning Cash Balance	603,463	797,036	950,942	1,147,515	1,337,088	1,425,278
AR Collections & Other Income	604,800	604,800	604,800	604,800	641,850	680,400
DIP Financing Received	-	-	-	-	-	-
Operational Spending	(377,749)	(393,249)	(374,749)	(381,749)	(496,014)	(393,817)
Bankruptcy Costs	(3,000)	(27,167)	(3,000)	(3,000)	(27,167)	(3,000)
Disposable Income	224,051	184,385	227,051	220,051	118,669	283,583
Secured Credit Payments	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)
Ending Cash Balance	797,036	950,942	1,147,515	1,337,088	1,425,278	1,678,383
PLAN SUMMARY TOTALS						
Total DIP Funds						
Total Disposable Income						
Total Secured Secured Creditor & DIP Payments						
Remaining Disposable Income						
Estimated Unsecured Creditor Claims						
Estimated Unsecured Creditor Claims Paid						
Estimated Percent of Claims Paid						

Month	9/30/25	10/31/25	11/30/25	12/31/25	1/31/26	2/28/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	18	19	20	21	22	23
DISPOSABLE INCOME ANALYSIS						
TESTING VOLUME						
Assumed Working Days	20	20	20	20	20	20
Average Daily Volume	45	50	50	50	55	55
Total Monthly Volume	900	1,000	1,000	1,000	1,100	1,100
Medicare Volume	855	950	950	950	1,045	1,045
Avg Medicare Reimbursement	780	780	780	780	780	780
Total Monthly Medicare Revenue	666,900	741,000	741,000	741,000	815,100	815,100
Commercial Volume	45	50	50	50	55	55
Avg Commercial Reimbursement	300	300	300	300	300	300
Total Commerical Revenue	13,500	15,000	15,000	15,000	16,500	16,500
Total Testing Revenue Generated	680,400	756,000	756,000	756,000	831,600	831,600
AR COLLECTIONS						
Medicare (14 day average)	666,900	703,950	741,000	741,000	778,050	815,100
Commerical (30 day average)	13,500	13,500	15,000	15,000	15,000	16,500
Total Collections	680,400	717,450	756,000	756,000	793,050	831,600
Vendor Refunds	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
Total Collections	680,400	717,450	756,000	756,000	793,050	831,600
DEBTOR-IN-POSSESSION LENDING						
DIP Funds Received	-	-	-	-	-	-

Month	9/30/25	10/31/25	11/30/25	12/31/25	1/31/26	2/28/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	18	19	20	21	22	23
OPERATIONAL SPENDING						
Direct Costs						
Consumables - Fisher - Chips	27,855	30,950	30,950	30,950	34,045	34,045
Consumables - Fisher - Other	17,100	19,000	19,000	19,000	20,900	20,900
Consumables - DNA Genotek - Kits	8,757	9,730	9,730	9,730	10,703	10,703
UPS Charges	2,700	3,000	3,000	3,000	3,300	3,300
Payroll & Benefits						
Current Payroll Base (burdened)	167,395	167,395	167,395	251,092	167,395	167,395
Estimated Future Payroll	36,000	36,000	36,000	36,000	48,000	48,000
Commissions	18,000	20,000	20,000	20,000	22,000	22,000
Anthem Health Coverage	15,500	15,500	15,500	15,500	15,500	15,500
Retirement Contributions	7,500	7,500	7,500	7,500	7,500	7,500
Retirement Arrears	-	-	-	-	-	-
Worker's Comp (Hartford)	-	-	-	-	-	-
T&E Budget for Sale Reps	6,500	6,500	6,500	6,500	6,500	6,500
Consultants						
CCA Accounting	18,000	18,000	18,000	18,000	18,000	18,000
Chris Perricone	8,500	-	-	-	-	-
Dr Winslow	1,600	1,600	1,600	1,600	-	-
Tom Burns	5,000	5,000	5,000	5,000	-	-
Dr Lui	5,000	5,000	5,000	5,000	5,000	5,000
Elaine Luckey	-	-	-	-	-	-
Ryan Uehling	10,000	10,000	10,000	10,000	10,000	10,000
Sales Search	-	-	-	-	-	-
Systems						
ADS	600	600	600	600	600	600
XIFIN	-	-	-	-	-	-
Genxys	-	18,500	-	-	18,500	-

Month	9/30/25	10/31/25	11/30/25	12/31/25	1/31/26	2/28/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	18	19	20	21	22	23
ConveyThis	100	100	100	100	100	100
Microsoft 365 & Azure	6,350	6,350	6,350	6,350	6,350	6,350
Finance Azure DB	1,075	1,075	1,075	1,075	1,075	1,075
Wilogic	1,785	1,785	1,785	1,785	1,785	1,785
Twilio	100	100	100	100	100	100
Wordpress	30	30	30	30	30	30
CDW	7,500	7,500	7,500	7,500	7,500	7,500
Overhead						
General Liability Premium	7,000	-	-	7,000	-	-
Tax Preparation	-	-	-	-	-	-
Storage facility	-	-	-	-	-	-
WeKonnect security	235	235	235	235	235	235
Rent (Vantis Office)	20,135	20,135	20,135	20,135	20,135	20,135
American Express Cards	-	-	-	-	-	-
Banking fees	500	500	500	500	500	500
Total Operational Spend	400,817	412,085	393,585	484,282	425,753	407,253
Bankruptcy Costs						
Sub V Court Trustee	1,500	1,500	1,500	1,500	1,000	-
Marshack Hays	-	24,167	-	-	24,167	-
Ed Bidanset	1,500	1,500	1,500	1,500	1,500	1,500
Stretto	-	-	-	-	-	-
Total Bankruptcy Costs	3,000	27,167	3,000	3,000	26,667	1,500
Net Disposable Income Generated	**276,583**	**278,199**	**359,415**	**268,718**	**340,631**	**422,847**
Secured Creditor & DIP Loan						
Hansen DIP Loan Interest Paid	4,625	4,625	4,625	4,625	4,625	4,625
Hansen DIP Loan Principal Paid	-	-	-	-	-	-

Month	9/30/25	10/31/25	11/30/25	12/31/25	1/31/26	2/28/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	18	19	20	21	22	23
Hansen Secured Loan Interest Paid	25,854	25,854	25,854	25,854	25,854	25,854
Hansen Secured Loan Principal Paid	-	-	-	-	-	-
Total Secured Creditor Payments	30,479	30,479	30,479	30,479	30,479	30,479
Disposable Income after Secured Creditor Payments	**246,105**	**247,720**	**328,937**	**238,239**	**310,152**	**392,369**
CASH RECONCILIATION						
Beginning Cash Balance	1,678,383	1,924,488	2,172,208	2,501,145	2,739,384	3,049,536
AR Collections & Other Income	680,400	717,450	756,000	756,000	793,050	831,600
DIP Financing Received	-	-	-	-	-	-
Operational Spending	(400,817)	(412,085)	(393,585)	(484,282)	(425,753)	(407,253)
Bankruptcy Costs	(3,000)	(27,167)	(3,000)	(3,000)	(26,667)	(1,500)
Disposable Income	276,583	278,199	359,415	268,718	340,631	422,847
Secured Credit Payments	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)
Ending Cash Balance	1,924,488	2,172,208	2,501,145	2,739,384	3,049,536	3,441,905
PLAN SUMMARY TOTALS						
Total DIP Funds						
Total Disposable Income						
Total Secured Secured Creditor & DIP Payments						
Remaining Disposable Income						
Estimated Unsecured Creditor Claims						
Estimated Unsecured Creditor Claims Paid						
Estimated Percent of Claims Paid						

Month	3/31/26	4/30/26	5/31/26	6/30/26	7/31/26	8/31/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	24	25	26	27	28	29
DISPOSABLE INCOME ANALYSIS						
TESTING VOLUME						
Assumed Working Days	20	20	20	20	20	20
Average Daily Volume	55	55	55	55	55	55
Total Monthly Volume	1,100	1,100	1,100	1,100	1,100	1,100
Medicare Volume	1,045	1,045	1,045	1,045	1,045	1,045
Avg Medicare Reimbursement	780	780	780	780	780	780
Total Monthly Medicare Revenue	815,100	815,100	815,100	815,100	815,100	815,100
Commercial Volume	55	55	55	55	55	55
Avg Commercial Reimbursement	300	300	300	300	300	300
Total Commerical Revenue	16,500	16,500	16,500	16,500	16,500	16,500
Total Testing Revenue Generated	831,600	831,600	831,600	831,600	831,600	831,600
AR COLLECTIONS						
Medicare (14 day average)	815,100	815,100	815,100	815,100	815,100	815,100
Commerical (30 day average)	16,500	16,500	16,500	16,500	16,500	16,500
Total Collections	831,600	831,600	831,600	831,600	831,600	831,600
Vendor Refunds	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
Total Collections	831,600	831,600	831,600	831,600	831,600	831,600
DEBTOR-IN-POSSESSION LENDING						
DIP Funds Received	-	-	-	-	-	-

Month	3/31/26	4/30/26	5/31/26	6/30/26	7/31/26	8/31/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	24	25	26	27	28	29
OPERATIONAL SPENDING						
Direct Costs						
Consumables - Fisher - Chips	34,045	34,045	34,045	34,045	34,045	34,045
Consumables - Fisher - Other	20,900	20,900	20,900	20,900	20,900	20,900
Consumables - DNA Genotek - Kits	10,703	10,703	10,703	10,703	10,703	10,703
UPS Charges	3,300	3,300	3,300	3,300	3,300	3,300
Payroll & Benefits						
Current Payroll Base (burdened)	167,395	167,395	167,395	167,395	251,092	167,395
Estimated Future Payroll	48,000	48,000	48,000	48,000	48,000	48,000
Commissions	22,000	22,000	22,000	22,000	22,000	22,000
Anthem Health Coverage	15,500	15,500	15,500	15,500	15,500	15,500
Retirement Contributions	7,500	7,500	7,500	7,500	7,500	7,500
Retirement Arrears	-	-	-	-	-	-
Worker's Comp (Hartford)	-	-	-	-	-	-
T&E Budget for Sale Reps	6,500	6,500	6,500	6,500	6,500	6,500
Consultants						
CCA Accounting	18,000	18,000	18,000	18,000	18,000	18,000
Chris Perricone	-	-	-	-	-	-
Dr Winslow	-	-	-	-	-	-
Tom Burns	-	-	-	-	-	-
Dr Lui	5,000	5,000	5,000	5,000	5,000	5,000
Elaine Luckey	-	-	-	-	-	-
Ryan Uehling	10,000	10,000	10,000	10,000	10,000	10,000
Sales Search	-	-	-	-	-	-
Systems						
ADS	600	600	600	600	600	600
XIFIN	-	-	-	-	-	-
Genxys	-	18,500	-	-	18,500	-

Month	3/31/26	4/30/26	5/31/26	6/30/26	7/31/26	8/31/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	24	25	26	27	28	29
ConveyThis	100	100	100	100	100	100
Microsoft 365 & Azure	6,350	6,350	6,350	6,350	6,350	6,350
Finance Azure DB	1,075	1,075	1,075	1,075	1,075	1,075
Wilogic	1,785	1,785	1,785	1,785	1,785	1,785
Twilio	100	100	100	100	100	100
Wordpress	30	30	30	30	30	30
CDW	7,500	7,500	7,500	7,500	7,500	7,500
Overhead						
General Liability Premium	7,000	-	-	7,000	-	-
Tax Preparation	8,000	-	-	-	-	-
Storage facility	-	-	-	-	-	-
WeKonnect security	235	235	235	235	235	235
Rent (Vantis Office)	20,135	20,135	20,135	20,135	20,135	20,135
American Express Cards	-	-	-	-	-	-
Banking fees	500	500	500	500	500	500
Total Operational Spend	422,253	425,753	407,253	414,253	509,450	407,253
Bankruptcy Costs						
Sub V Court Trustee	-	-	-	-	-	-
Marshack Hays	-	-	-	-	-	-
Ed Bidanset	1,500	1,500	1,500	1,500	1,500	1,500
Stretto	-	-	-	-	-	-
Total Bankruptcy Costs	1,500	1,500	1,500	1,500	1,500	1,500
Net Disposable Income Generated	**407,847**	**404,347**	**422,847**	**415,847**	**320,650**	**422,847**
Secured Creditor & DIP Loan						
Hansen DIP Loan Interest Paid	4,625	4,625	4,625	4,625	4,625	4,625
Hansen DIP Loan Principal Paid	-	-	-	-	-	-

Month	3/31/26	4/30/26	5/31/26	6/30/26	7/31/26	8/31/26
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	24	25	26	27	28	29
Hansen Secured Loan Interest Paid	25,854	25,854	25,854	25,854	25,854	25,854
Hansen Secured Loan Principal Paid	-	-	-	-	-	-
Total Secured Creditor Payments	30,479	30,479	30,479	30,479	30,479	30,479
Disposable Income after Secured Creditor Payments	**377,369**	**373,869**	**392,369**	**385,369**	**290,171**	**392,369**
CASH RECONCILIATION						
Beginning Cash Balance	3,441,905	3,819,274	4,193,142	4,585,511	4,970,880	5,261,051
AR Collections & Other Income	831,600	831,600	831,600	831,600	831,600	831,600
DIP Financing Received	-	-	-	-	-	-
Operational Spending	(422,253)	(425,753)	(407,253)	(414,253)	(509,450)	(407,253)
Bankruptcy Costs	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)
Disposable Income	407,847	404,347	422,847	415,847	320,650	422,847
Secured Credit Payments	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)	(30,479)
Ending Cash Balance	3,819,274	4,193,142	4,585,511	4,970,880	5,261,051	5,653,420
PLAN SUMMARY TOTALS						
Total DIP Funds						
Total Disposable Income						
Total Secured Secured Creditor & DIP Payments						
Remaining Disposable Income						
Estimated Unsecured Creditor Claims						
Estimated Unsecured Creditor Claims Paid						
Estimated Percent of Claims Paid						

Month	9/30/26	10/31/26	11/30/26	12/31/26	1/31/27	2/28/27
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	30	31	32	33	34	35
DISPOSABLE INCOME ANALYSIS						
TESTING VOLUME						
Assumed Working Days	20	20	20	20	20	20
Average Daily Volume	55	55	55	55	55	55
Total Monthly Volume	1,100	1,100	1,100	1,100	1,100	1,100
Medicare Volume	1,045	1,045	1,045	1,045	1,045	1,045
Avg Medicare Reimbursement	780	780	780	780	780	780
Total Monthly Medicare Revenue	815,100	815,100	815,100	815,100	815,100	815,100
Commercial Volume	55	55	55	55	55	55
Avg Commercial Reimbursement	300	300	300	300	300	300
Total Commerical Revenue	16,500	16,500	16,500	16,500	16,500	16,500
Total Testing Revenue Generated	831,600	831,600	831,600	831,600	831,600	831,600
AR COLLECTIONS						
Medicare (14 day average)	815,100	815,100	815,100	815,100	815,100	815,100
Commerical (30 day average)	16,500	16,500	16,500	16,500	16,500	16,500
Total Collections	831,600	831,600	831,600	831,600	831,600	831,600
Vendor Refunds	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
Total Collections	831,600	831,600	831,600	831,600	831,600	831,600
DEBTOR-IN-POSSESSION LENDING						
DIP Funds Received	-	-	-	-	-	-

Month	9/30/26	10/31/26	11/30/26	12/31/26	1/31/27	2/28/27
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	30	31	32	33	34	35
OPERATIONAL SPENDING						
Direct Costs						
Consumables - Fisher - Chips	34,045	34,045	34,045	34,045	34,045	34,045
Consumables - Fisher - Other	20,900	20,900	20,900	20,900	20,900	20,900
Consumables - DNA Genotek - Kits	10,703	10,703	10,703	10,703	10,703	10,703
UPS Charges	3,300	3,300	3,300	3,300	3,300	3,300
Payroll & Benefits						
Current Payroll Base (burdened)	167,395	167,395	167,395	251,092	167,395	167,395
Estimated Future Payroll	48,000	48,000	48,000	48,000	48,000	48,000
Commissions	22,000	22,000	22,000	22,000	22,000	22,000
Anthem Health Coverage	15,500	15,500	15,500	15,500	15,500	15,500
Retirement Contributions	7,500	7,500	7,500	7,500	7,500	7,500
Retirement Arrears	-	-	-	-	-	-
Worker's Comp (Hartford)	-	-	-	-	-	-
T&E Budget for Sale Reps	6,500	6,500	6,500	6,500	6,500	6,500
Consultants						
CCA Accounting	18,000	18,000	18,000	18,000	18,000	18,000
Chris Perricone	-	-	-	-	-	-
Dr Winslow	-	-	-	-	-	-
Tom Burns	-	-	-	-	-	-
Dr Lui	5,000	5,000	5,000	5,000	5,000	5,000
Elaine Luckey	-	-	-	-	-	-
Ryan Uehling	10,000	10,000	10,000	10,000	10,000	10,000
Sales Search	-	-	-	-	-	-
Systems						
ADS	600	600	600	600	600	600
XIFIN	-	-	-	-	-	-
Genxys	-	18,500	-	-	18,500	-

Month	9/30/26	10/31/26	11/30/26	12/31/26	1/31/27	2/28/27
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	30	31	32	33	34	35
ConveyThis	100	100	100	100	100	100
Microsoft 365 & Azure	6,350	6,350	6,350	6,350	6,350	6,350
Finance Azure DB	1,075	1,075	1,075	1,075	1,075	1,075
Wilogic	1,785	1,785	1,785	1,785	1,785	1,785
Twilio	100	100	100	100	100	100
Wordpress	30	30	30	30	30	30
CDW	7,500	7,500	7,500	7,500	7,500	7,500
Overhead						
General Liability Premium	7,000	-	-	7,000	-	-
Tax Preparation	-	-	-	-	-	-
Storage facility	-	-	-	-	-	-
WeKonnect security	235	235	235	235	235	235
Rent (Vantis Office)	20,135	20,135	20,135	20,135	20,135	20,135
American Express Cards	-	-	-	-	-	-
Banking fees	500	500	500	500	500	500
Total Operational Spend	414,253	425,753	407,253	497,950	425,753	407,253
Bankruptcy Costs						
Sub V Court Trustee	-	-	-	-	-	-
Marshack Hays	-	-	-	-	-	-
Ed Bidanset	1,500	1,500	1,500	1,500	1,500	1,500
Stretto	-	-	-	-	-	-
Total Bankruptcy Costs	1,500	1,500	1,500	1,500	1,500	1,500
Net Disposable Income Generated	**415,847**	**404,347**	**422,847**	**332,150**	**404,347**	**422,847**
Secured Creditor & DIP Loan						
Hansen DIP Loan Interest Paid	4,625	4,625	4,625	4,625	-	-
Hansen DIP Loan Principal Paid	-	-	-	1,110,000	-	-

Month	9/30/26	10/31/26	11/30/26	12/31/26	1/31/27	2/28/27
Status	Projected	Projected	Projected	Projected	Projected	Projected
Period	30	31	32	33	34	35
Hansen Secured Loan Interest Paid	25,854	25,854	25,854	25,854	-	-
Hansen Secured Loan Principal Paid	-	-	-	6,204,871	-	-
Total Secured Creditor Payments	30,479	30,479	30,479	7,345,350	-	-
Disposable Income after Secured Creditor Payments	**385,369**	**373,869**	**392,369**	**(7,013,200)**	**404,347**	**422,847**
CASH RECONCILIATION						
Beginning Cash Balance	5,653,420	6,038,789	6,412,658	6,805,026	(208,174)	196,174
AR Collections & Other Income	831,600	831,600	831,600	831,600	831,600	831,600
DIP Financing Received	-	-	-	-	-	-
Operational Spending	(414,253)	(425,753)	(407,253)	(497,950)	(425,753)	(407,253)
Bankruptcy Costs	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)
Disposable Income	415,847	404,347	422,847	332,150	404,347	422,847
Secured Credit Payments	(30,479)	(30,479)	(30,479)	(7,345,350)	-	-
Ending Cash Balance	6,038,789	6,412,658	6,805,026	(208,174)	196,174	619,021
PLAN SUMMARY TOTALS						
Total DIP Funds						
Total Disposable Income						
Total Secured Secured Creditor & DIP Payments						
Remaining Disposable Income						
Estimated Unsecured Creditor Claims						
Estimated Unsecured Creditor Claims Paid						
Estimated Percent of Claims Paid						

Month	3/31/27
Status	Projected
Period	36
DISPOSABLE INCOME ANALYSIS	
TESTING VOLUME	
Assumed Working Days	20
Average Daily Volume	55
Total Monthly Volume	1,100
Medicare Volume	1,045
Avg Medicare Reimbursement	780
Total Monthly Medicare Revenue	815,100
Commercial Volume	55
Avg Commercial Reimbursement	300
Total Commerical Revenue	16,500
Total Testing Revenue Generated	831,600
AR COLLECTIONS	
Medicare (14 day average)	815,100
Commerical (30 day average)	16,500
Total Collections	831,600
Vendor Refunds	-
Other Income	-
Total Collections	831,600
DEBTOR-IN-POSSESSION LENDING	
DIP Funds Received	-

Month	3/31/27
Status	Projected
Period	36
OPERATIONAL SPENDING	
Direct Costs	
Consumables - Fisher - Chips	34,045
Consumables - Fisher - Other	20,900
Consumables - DNA Genotek - Kits	10,703
UPS Charges	3,300
Payroll & Benefits	
Current Payroll Base (burdened)	167,395
Estimated Future Payroll	48,000
Commissions	22,000
Anthem Health Coverage	15,500
Retirement Contributions	7,500
Retirement Arrears	-
Worker's Comp (Hartford)	-
T&E Budget for Sale Reps	6,500
Consultants	
CCA Accounting	18,000
Chris Perricone	-
Dr Winslow	-
Tom Burns	-
Dr Lui	5,000
Elaine Luckey	-
Ryan Uehling	10,000
Sales Search	-
Systems	
ADS	600
XIFIN	-
Genxys	-

Month	3/31/27
Status	Projected
Period	36
ConveyThis	100
Microsoft 365 & Azure	6,350
Finance Azure DB	1,075
Wilogic	1,785
Twilio	100
Wordpress	30
CDW	7,500
Overhead	
General Liability Premium	-
Tax Preparation	-
Storage facility	-
WeKonnect security	235
Rent (Vantis Office)	20,135
American Express Cards	-
Banking fees	500
Total Operational Spend	407,253
Bankruptcy Costs	
Sub V Court Trustee	-
Marshack Hays	-
Ed Bidanset	1,500
Stretto	-
Total Bankruptcy Costs	1,500
Net Disposable Income Generated	**422,847**
Secured Creditor & DIP Loan	
Hansen DIP Loan Interest Paid	-
Hansen DIP Loan Principal Paid	-

Month	3/31/27
Status	Projected
Period	36
Hansen Secured Loan Interest Paid	-
Hansen Secured Loan Principal Paid	-
Total Secured Creditor Payments	-
Disposable Income after Secured Creditor Payments	**422,847**
CASH RECONCILIATION	
Beginning Cash Balance	619,021
AR Collections & Other Income	831,600
DIP Financing Received	-
Operational Spending	(407,253)
Bankruptcy Costs	(1,500)
Disposable Income	422,847
Secured Credit Payments	-
Ending Cash Balance	1,041,868
PLAN SUMMARY TOTALS	
Total DIP Funds	
Total Disposable Income	
Total Secured Secured Creditor & DIP Payments	
Remaining Disposable Income	
Estimated Unsecured Creditor Claims	
Estimated Unsecured Creditor Claims Paid	
Estimated Percent of Claims Paid	

Exhibit “2”

Sources of Cash	Estimated Market Value	Chapter 7 Liquidation		Chapter 11 Plan
Cash at 3/29	152,264	152,264		
Personal Property				
Kingfisher Flex (4)	72,000	36,000	a	
Office Furniture and fixures	30,000	15,000	a	
Covid-related Receivables	2,500,000	375,000	b	
Disposable Income from Plan				9,348,542
Liquidated Cash Available to Creditors		578,264		9,348,542
Uses of Cash				
Bankruptcy Fees				
Bankruptcy Trustee		28,000		28,000
DIP Counsel & CRO		191,500		191,500
Claims Agent		9,600		9,600
Cash Available for Secured Claims		349,164		9,119,442
Secured Claims		8,229,838		8,229,838
Cash Available for General Unsecured Claims		-		889,604
Unsecured claims		7,607,742		7,607,742
Recovery % for General Unsecured Claims		0.0%		11.7%

a) assumes 50% recovery
b) assumes 15% recovery

Exhibit “3”
To Be Filed at a later date

Exhibit “4”

Fill in this information to identify the case:

Debtor 1 Bridge Diagnostics, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Central District of California

Case number 8:24-bk-10803-TA

FILED
MAY 09 2024
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: Deputy Clerk

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Baycap LLC
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   Baycap LLC
   Name
   250 N. Harbor Dr., Suite 313
   Number Street
   Redondo Beach CA 90277
   City State ZIP Code
   Contact phone 310-316-9202
   Contact email tcoordt@baycap.net

   Where should payments to the creditor be sent? (if different)
   Name
   Number Street
   City State ZIP Code
   Contact phone _____
   Contact email _____

   Uniform claim identifier for electronic payments in chapter 13 (if you use one):
   _

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 4 2 8

7. **How much is the claim?** $ 237,202.75. **Does this amount include interest or other charges?**
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Equipment Finance Agreement

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☑ Other. Describe: Lab Testing Equipment

Basis for perfection: UCC-1
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ 237,202.95
Amount of the claim that is secured: $ 237,202.75
Amount of the claim that is unsecured: $ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ 20,490.48

Annual Interest Rate (when case was filed) 11.09 %
☑ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property:

Exhibit "4"
Page 66

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 05/07/2024
MM / DD / YYYY

Todd Coordt
Signature

Print the name of the person who is completing and signing this claim:

Name: Todd Allan Coordt
First name Middle name Last name

Title: Managing Member

Company: Baycap LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 250 N. Harbor Dr., Suite 313
Number Street

Redondo Beach CA 90277
City State ZIP Code

Contact phone 310-316-9202 Email tcoordt@baycap.net

Exhibit "4"
Page 67

U200015971328

B0322-1635 09/02/2020 3:48 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State, Alex Padilla
UCC FINANCING STATEMENT (UCC 1)
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File #: U200015971328

Date Filed: 9/2/2020

Submitter Information:

Contact Name	WOLTERS KLUWER LIEN SOLUTIONS
Organization Name	LIEN SOLUTIONS
Phone Number	800-331-3282
Email Address	uccfilingreturn@wolterskluwer.com
Address	P O BOX 29071 GLENDALE, CA 912099071

Debtor Information:

Debtor Name	Mailing Address
BRIDGE DIAGNOSTICS, LLC	110 THEORY SUITE 150 IRVINE, CA 92617

Secured Party Information:

Secured Party Name	Mailing Address
BAYCAP LLC	250 N. HARBOR DR. SUITE 313 REDONDO BEACH, CA 90277

Indicate how documentation of Collateral is provided:

Entered as Text

Description:

2 Plate Reference Assy 2 US3 Mounting Arm Monitor+ KBD Combo BLK 2 US Mount Monitor Arm F18 Ergotron 2 Segment Deck Side Wall Left 87MM 2 Segment Waste Thru Trough 8* 100ML 2 Segment Nest 61MM Landscape 4 Waste Thru 2 Segment Nest 7MM Landscape 6 12 Segment Nest 61MM Landscape 6 10 Nest MP/DITI 61MM Base 2 Segment Deck 6 Grids Multipurpose 2 Segment Sidewall Right Nest 61MM Land 4 2 Hotel Deck Fluent 5 Slot 2 Hotel Deck Fluent 9 Slot 8 Plate Magnet 96 Magnum FLX ALPAQUA 8 Shaker QINSTR.BIOSHAKE D30-T Elm 8 US3 Adapter BIOSHAKE DWP NUNC96 1.3-2ML 2 US SW Driver EW BIOSHAKE QINSTRUMENTS 2 EDGEPORT/8 SERIAL FROM USB 2 INSERT CAR. COO./HEAT. 5 POS. EPPEND.TUBE 2 Holder Trough Aluminum 25ML 2 US3 Computer HP ELITEDESK G4 SFF 17 8700 2 Monitor Multi Touchscreen 24" LCD PLANAR 2 Keyboard + Mouse Cordless Combo MK520 2 DITI LIHA 1000ul CONDU.FIL.STE 3840 PCE 4 DITI LIHA 200UP CONDU.FIL. 2304 PCE. 40 INSERT DITI 1000 LICONIC TOWER 6 DITI 500uL STE.FIL. 4800 PCE. MCA96 SBS 2 DITI 150uL STE.FIL. 3840 PCE. MCA96 SBS 2 TROUGH DISPOSABLE 100ML PP GREY 108 PCE. 2 TROUGH DISPOSABLE 25ML PP 120PCE. 2 TROUGH DISPOSABLE 300ML SBS 40PCE 2 INSTALLATION HARDWARE 26 2 BCR HONEYWELL 1D/2D/PDF HANDHELD 2 SEGMENT DECK 6 GRIDS MULTIPURPOSE 2 DITI 100uL STE.FIL. 3840 PCE. MCA96 SBS 2 DITI 50uL STE.FIL. 3840 PCE. MCA96 SBS 2 HOTEL DECK FLUENT SLOT 2 INSTRUMENT FLUENT 1080 BASE UNIT 2 DOOR FRONT FULL FLUENT 1080 2 SET PANEL BASE FLUENT 1080 2 SET PANEL TOP FLUENT 1080 LONG Z 2 COVER TOP FLUENT 1080 2 ARM FLUENT FLEXIBLE CHANNEL 8 CHA. AIR 2 ARM FLUENT MULTIPLE CHANNELL 384 2 ADAPTER EXT. VOL 96 MCA96 DITI MCA384 2 RACK ADAPTER MCA384 2 SEGMENT SYSTEM BASE MCA FLUENT 2 ARM FLUENT ROBOTIC GRIPPER LONG Z REG. 2 SET FINGER REGULAR MP ECCENTRIC 8 SEGMENT DECK EXTENSION BACK 20 GRIDS 2 CABINET STANDARD 1080 2 LOCK DOOR CABINET WITH SENSOR 2 SOFTWARE FLUENT GX ASSURANCE 2 PCBA GENERAL INPUT OUTPUT FLUENT 2 CABLE CABINET DOOR LOCK BRIDGE SERIAL NUMBERS: 2007003291 2007003519

Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative:

Not Applicable

Select an alternate Financing Statement type:

Select an additional alternate Financing Statement type:

Select an alternative Debtor/Secured Party designation for this Financing Statement:

Optional Filer Reference Information:

Exhibit "4"
Page 68

DocuSign Envelope ID: 3209A386-244A-43C7-BA[illegible]F8A06E86D89

THIS IS A COPY
This is a copy view of the Authoritative Copy held by the designated custodian

BAYCAP

250 N. Harbor Dr., Suite 313
Redondo Beach, CA 90277
www.baycap.net

EQUIPMENT FINANCE AGREEMENT

Agreement # 2428

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Secured Party. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.
THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

CUSTOMER INFORMATION

Federal Tax ID #85-0602662

Bridge Diagnostics, LLC
110 Theory, Suite 150
Irvine, CA 92617 Telephone: (619) 838-7908

110 Theory, Suite 150, Irvine CA 92617
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER & EQUIPMENT INFORMATION

Tecan U.S., Inc.
9401 Globe Center Dr, Suite 140
Morrisville, NC 27560 Telephone: (919) 361-5200

Qty	Item Description	Model #
	See Attached Schedule A	

PAYMENT TERMS

Term in Months:	60
Payment Month 1:	$116,090.04
Payment Month 2 - 60:	$10,245.24
# Advance Payments:	1
Security Deposit:	$0.00
Documentation Fee:	$750.00
Total Advance Payment:	$116,840.04
End of Term:	$0.00

PAY PROCEEDS DIRECTION

Customer hereby approves payment to the supplier and Baycap is hereby irrevocably instructed to disburse from the proceeds of this Financing Agreement the respective amounts to the respective payees designated below:

Amount	Payee Name
$580,450.20	Tecan U.S., Inc.

ELECTRONIC PAYMENT AUTHORIZATION

Customer hereby requests and authorizes Secured Party to initiate debit and/or credit entries on the due date per this Agreement for all amounts due to the Depository Account designated below and authorizes the Depository Financial Institution (Bank) designated below to debit and/or credit same to such account. This Agreement shall continue until the termination of this Agreement per the terms listed or until Secured Party has received written notification, return receipt requested from Customer of its termination in such time and in such manner as to afford Secured Party and Bank a reasonable opportunity to act on it.

Bank Transit / ABA # Account #

Jason Hansen
Printed Name of Authorized Signor

Please include a voided check from the account to be debited if different from the advance payment check delivered to Baycap with these documents

DocuSigned by:
X Jason Hansen
8AEB88C5C9954DD...
Signature Jason Hansen

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("You"), jointly and severally, unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys' fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer or the Equipment before enforcing this guaranty. By signing this guaranty, you authorize us and any assignee to obtain credit bureau reports for credit and collection purposes.

DocuSigned by:
X Jason Hansen
8AEB88C5C9954DD...
Signature Jason Hansen

This Equipment Finance Agreement ("Agreement") is subject to the terms and conditions printed hereon AND ON THE FOLLOWING PAGES, all of which are made a part hereof and which Customer acknowledges having read. Please read carefully before signing.

SECURED PARTY ACCEPTANCE

DATED: 8/17/2020

SECURED PARTY: Baycap LLC

DocuSigned by:
SIGNATURE: X Todd Coondt
6D8908206214A4EF...

TITLE: Manager

CUSTOMER ACCEPTANCE

DATED: 8/13/2020

CUSTOMER: Bridge Diagnostics, LLC

DocuSigned by:
SIGNATURE: X Jason Hansen
8AEB88C5C9954DD...
Jason Hansen

TITLE: Member

COPY
VIEW

THIS IS A COPY
This is a copy view of the Authoritative Copy held by the designated custodian

DocuSign Envelope ID: 3209A386-244A-43C7-B/)F8A06E86D89

Agreement # 2428

TERMS AND CONDITIONS

1. FINANCE AGREEMENT: Subject to the terms of this Equipment Finance Agreement signed by you and us, rather than pay cash, you have chosen to request we finance for you the purchase price of personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements to this Master Agreement (such personal property and any upgrades, replacements, repairs and additions referred to as "Equipment") which you will use for business purposes only. You hereby grant to us a first priority, purchase money security interest in the Equipment and its proceeds to secure your obligations hereunder and under all other agreements with us, and you agree to all of the terms and conditions contained in this Agreement which together are a complete statement of our agreement regarding the Equipment (this "Agreement"). This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this agreement including your proper legal name, address, serial numbers and any other numbers describing the Equipment.

2. PAYMENTS AND TOTAL ADVANCE PAYMENT: Payments will be paid in installments, each in the amount of the payment shown on the front of the Agreement. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced for any reason, the Total Advance Payment and any and all other monies collected will be retained by us to compensate us for our documentation, processing and other expenses at our sole discretion. If for any reason, your check or payment is returned or rejected for nonpayment, a $35.00 bad check charge will be assessed and be immediately due. When the number of advance payments indicated on the front of the Agreement is equal to one (1), the advance payment will be applied to the first month's payment. Any additional advance payments will be applied to payments scheduled at the end of the original term unless otherwise indicated.

3. INTERIM RENT: You agree to pay to Secured Party interim rent. Interim rent shall be a pro-rated amount equal to 1/30th of the monthly rental, multiplied by the number of days between the equipment acceptance date and the first payment due date. In the event that all monthly payments are not equal, interim rent will be calculated from the most common monthly payment.

4. END OF TERM AND PREPAYMENT: At the end of the term, you are obligated to pay the amount indicated for the End of Term on the front of the Agreement, payable in a single sum. Any End of Term payment will be due on the next successive billing date after the last monthly payment of the term. You may prepay only in accordance herewith. In the event you decide that this Agreement is to be paid off prior to end of full term, you will pay us all amounts due plus all future payments discounted to a present value using a 4% annual rate (in addition to all other accrued and unpaid charges including but not limited to fees and taxes). You will make all payments whether or not you are satisfied with the Equipment and without deduction for any claim you may have against the supplier of the Equipment or against us.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown on the front of the Agreement and you agree not to move it unless we agree to it. We may inspect the Equipment at any time during normal business hours.

6. SECURITY DEPOSIT: The security deposit is payable upon execution and non interest bearing and is to secure your performance under this Agreement and may be commingled with our other assets. Any security deposit made may be applied by us to satisfy any amount owed by you in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 13, the security deposit will be refunded to you upon receipt of all payments.

7. OWNERSHIP OF EQUIPMENT AND UCC FILINGS: You are the owner of the Equipment. You agree to keep the equipment free and clear of all items, claims and encumbrances. You grant us a security interest in the equipment and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

8. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER. If Agreement includes financing for software license(s), then you agree that as to such software: (a) we have not had, do not have, nor shall have, any title to such software, but instead are only providing financing for the license(s). (b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever, e.g., fees or other payments, in regard to such license agreement and supplier is solely responsible for all support, billing and collection of which may be done by us. (c) You have selected such software. (d) Your payment and other obligations under this Agreement shall in no way be diminished on account of or in any way related to the above said software license agreement and/or the supplier's obligations. WE MAKE ABSOLUTELY NO WARRANTY OF ANY KIND IN REGARDS TO SUCH SOFTWARE AND HAVE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR PERFORMANCE OF SUCH SOFTWARE.

9. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us all amounts due plus all future payments discounted to a present value using a 4% annual rate (in addition to all other accrued and unpaid charges including but not limited to fees and taxes). Any proceeds of insurance will be paid to us and credited against the outstanding balance.

10. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting, servicing and terminating this transaction. You also acknowledge that in addition to the payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a profit.

11. INSURANCE AND INDEMNITY: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with a minimum limit of $1,000,000 from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins and for the entire term of the Agreement or, in the event that valid certificates are not provided to us before the Agreement begins or at any time during the term of the Agreement, at our sole discretion, we may waive this requirement and we will bill you and you will pay a monthly property damage surcharge of up to .005 of the original equipment cost related to our administrative costs, and credit risk and other costs and on which we may make a profit. As long as you are not in default at the time of the loss (excluding losses resulting from intentional acts), the remaining balance owed on the Agreement will be forgiven under this program. You cannot be in default and benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT. YOU WILL BE IN DEFAULT IF YOU DO NOT HAVE AN INSURANCE POLICY(IES) IN PLACE AT ALL TIMES DURING THE TERM OF THE AGREEMENT WITH COVERAGES AND LIMITS OUTLINED ABOVE. We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR, WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD. You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent to such assignment. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations, which will remain with us. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

13. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If you have misrepresented any information knowingly or unknowingly, regarding the equipment, your business, personal credit or financial condition, you will be in default. If you fail to have an insurance policy(ies) in place or fail to provide certificates or other evidence of such insurance policy(ies) at any time during the term of the Agreement, you will be in default. If you declare bankruptcy or insolvency or if you dissolve or terminate your entity existence or take actions regarding the cessation or winding up of your business affairs, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and any and all other monies collected and at our option, we can terminate or cancel this Agreement and require that you pay (1) all amounts due plus all future payments discounted at 4% and (2) unless you have paid the amount in (1), return the equipment to us to a location designated by us at your expense. We may sell, lease or otherwise dispose of all or any part of the Equipment at public or private sale, with or without notice and may bid on and purchase the Equipment or any part of it at such sale. The proceeds of sale, lease or other disposition shall first be applied to all costs and expenses incurred in taking, removing, holding, repairing and selling or otherwise disposing of the Equipment, attorney fees and court costs, and our other obligations hereunder (excluding prepayments); then to pay all sums remaining unpaid hereunder, with any remaining surplus belonging to you. You will be obligated to pay any deficiency remaining after such application of proceeds. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 9 of the Uniform Commercial Code as enacted in the State of California or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive any rights under Article 2A (508-522) of the UCC.

14. LAW: This Agreement will be deemed fully executed and performed in the State of California or in the home state of our assignee as it may be assigned per paragraph 12. This Agreement shall be governed by and construed in accordance with the laws of the State of California or the laws of the home state of our assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and County of Los Angeles or in the home state and county, parish, or borough of our assignee as it may be assigned per paragraph 12 and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of inconvenient forum.

15. DELIVERY OF ORIGINALS AND FINANCIAL INFORMATION: You agree to submit the original master finance documents with the total advance payment and any security deposit to Secured Party or its assignee via overnight courier the same day of the facsimile or other electronic transmission of the finance documents. Should we fail to receive these originals, you agree to be bound by the faxed or other electronic copy of this agreement with appropriate signatures on the document. Customer waives the right to challenge in court the authenticity of a faxed or other electronic copy of this agreement and the faxed or electronic copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 13. During the term of this Agreement, you agree to provide us in a timely fashion with all credit information, financial statements and copies of federal or state tax returns as we may reasonably request.

16. CREDIT APPROVAL: Unless otherwise indicated by Baycap, a credit approval shall expire after sixty (60) days from the date that Baycap originally generates and sends Agreement documents to Customer and Baycap shall be under no obligation to honor the terms of such credit approval after such expiration. Baycap may, at its sole discretion, extend the credit approval.

Bridge Diagnostics, LLC

DocuSigned by:
X Jason Hansen
8AEB86C5C0954DC...
Customer Signature Jason Hansen

Member
Title

DocuSign Envelope ID: 3209A386-244A-43C7-BA F8A06E86D89

BAYCAP

250 N. Harbor Dr., Suite 313
Redondo Beach, CA 90277
www.baycap.net

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This is a copy view of the Authoritative Copy held by the designated custodian

SCHEDULE "A"
Agreement # 2428

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement # 2428 by and between the undersigned Bridge Diagnostics, LLC and Baycap LLC ("Baycap").

SUPPLIER: **Tecan U.S., Inc.**
9401 Globe Center Dr., Suite 140
Morrisville, NC 27560

Qty	Description	Model #	Serial #
2	Plate Reference Assy		
2	US3 Mounting Arm Monitor+ KBD Combo BLK		
2	US Mount Monitor Arm F18 Ergotron		
2	Segment Deck Side Wall Left 87MM		
2	Segment Waste Thru Trough 8* 100ML		
2	Segment Nest 61MM Landscape 4 Waste Thru		
2	Segment Nest 7MM Landscape 6		
12	Segment Nest 61MM Landscape 6		
10	Nest MP/DITI 61MM Base		
2	Segment Deck 6 Grids Multipurpose		
2	Segment Sidewall Right Nest 61MM Land 4		
2	Hotel Deck Fluent 5 Slot		
2	Hotel Deck Fluent 9 Slot		
8	Plate Magnet 96 Magnum FLX ALPAQUA		
8	Shaker QINSTR.BIOSHAKE D30-T Elm		
8	US3 Adapter BIOSHAKE DWP NUNC96 1.3-2ML		
2	US SW Driver EW BIOSHAKE QINSTRUMENTS		
2	EDGEPORT/8 SERIAL FROM USB		
2	INSERT CAR. COO./HEAT. 5 POS. EPPEND.T[illegible]E		
2	Holder Trough Aluminum 25ML		
2	US3 Computer HP ELITEDESK G4 [illegible]17 870		
2	Monitor Multi Touchscreen 24" LCD PLA[illegible]		
2	Keyboard + Mouse Cordle[illegible]dri[illegible] MK520		
2	DITI LIHA 1000ul CO[illegible].FIL.STE[illegible]840 PCE		
4	DITI LIHA 200UP CO[illegible]U.FIL. 23[illegible]PCE.		
40	INSERT DITI 1000 LIC[illegible]IC TO[illegible]ER		
6	DITI 50[illegible] STE[illegible] 480[illegible]CE. MCA96 SBS		
2	DITI [illegible]0uL STE.FI[illegible]840[illegible]CE. MCA96 SBS		
2	TRO[illegible]GH DISPOSAB[illegible]E 10[illegible]L PP GREY 108 PCE.		
2	TRO[illegible]GH DISPOSAB[illegible]E 25M[illegible]PP 120PCE.		
2	TROUGH DISPOSAB[illegible]E 300ML SBS 40PCE		
2	INSTA[illegible]ATION HAR[illegible]WARE 26		
2	BCR HO[illegible]WEL[illegible]D/2D/PDF HANDHELD		
2	SEGMENT DECK 6 GRIDS MULTIPURPOSE		
2	DITI [illegible]00uL STE.FIL. 3840 PCE. MCA96 SBS		
2	DITI [illegible]50uL STE.FIL. 3840 PCE. MCA96 SBS		
2	HOTEL DECK FLUENT SLOT		
2	INSTRUMENT FLUENT 1080 BASE UNIT		
2	DOOR FRONT FULL FLUENT 1080		
2	SET PANEL BASE FLUENT 1080		
2	SET PANEL TOP FLUENT 1080 LONG Z		
2	COVER TOP FLUENT 1080		

COPY VIEW

VERIFICATION

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

DATED	CUSTOMER		SIGNATURE	TITLE
8/13/2020	Bridge Diagnostics, LLC	X DocuSigned by: Jason Hansen 8AEB86C5C9854DD	Jason Hansen	Member

NOTE: SIGNOR OF THIS SCHEDULE A MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OR OTHER ELECTRONIC COPY OF THIS SCHEDULE A WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

SCHA REV 4/19

DocuSign Envelope ID: 3209A386-244A-43C7-B[illegible]3F8A06E86D89

BAYCAP

250 N. Harbor Dr., Suite 313
Redondo Beach, CA 90277
www.baycap.net

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SCHEDULE "A"
Agreement # 2428

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement # 2428 by and between the undersigned Bridge Diagnostics, LLC and Baycap LLC ("Baycap").

SUPPLIER: **Tecan U.S., Inc.**
9401 Globe Center Dr., Suite 140
Morrisville, NC 27560

Qty	Description	Model #	Serial #
2	ARM FLUENT FLEXIBLE CHANNEL 8 CHA. AIR		
2	ARM FLUENT MULTIPLE CHANNELL 384		
2	ADAPTER EXT. VOL 96 MCA96 DITI MCA384		
2	RACK ADAPTER MCA384		
2	SEGMENT SYSTEM BASE MCA FLUENT		
2	ARM FLUENT ROBOTIC GRIPPER LONG Z REG.		
2	SET FINGER REGULAR MP ECCENTRIC		
8	SEGMENT DECK EXTENSION BACK 20 GRIDS		
2	CABINET STANDARD 1080		
2	LOCK DOOR CABINET WITH SENSOR		
2	SOFTWARE FLUENT GX ASSURANCE		
2	PCBA GENERAL INPUT OUTPUT FLUENT		
2	CABLE CABINET DOOR LOCK BRIDGE		

COPY VIEW

VERIFICATION

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

DATED	CUSTOMER	SIGNATURE	TITLE
8/13/2020	Bridge Diagnostics, LLC	X DocuSigned by: Jason Hansen 8AEB66C5C9954DD... Jason Hansen	Member

NOTE: SIGNOR OF THIS SCHEDULE A MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OR OTHER ELECTRONIC COPY OF THIS SCHEDULE A WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

SCHA REV 4/19

DocuSign Envelope ID: 3209A386-244A-43C7-B[illegible]3F8A06E86D89

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BAYCAP
250 N. Harbor Dr., Suite 313
Redondo Beach, CA 90277
www.baycap.net

EFA ACCEPTANCE OF DELIVERY
Agreement # 2428

You certify that all the equipment listed on the above referenced Agreement has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. You hereby accept the equipment in accordance with all the terms and conditions of the Agreement, and agree that Baycap LLC ("Baycap") has fully and satisfactorily performed all covenants to be performed by Secured Party pursuant to the Agreement. You acknowledge the fact that upon signature of this document, your promises herein will be irrevocable and unconditional in all respects and all terms and conditions of the Agreement, including the noncancellability clause, will come into full force and effect and you approve payment to Supplier.

Customer warrants that the present location of the equipment is:

_____

_____

_____

On-Site Customer Contact:

Name: _____

Phone: _____

E-Mail: _____

COPY VIEW

Bridge Diagnostics, LLC
Customer

DocuSigned by:
X Jason Hansen
8AEB88C5C9954DD
Signature Jason Hansen

Member
Title

8/29/2020
Date

NOTE: SIGNOR OF THIS ACCEPTANCE OF DELIVERY MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OR OTHER ELECTRONIC COPY OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Exhibit “5”

Fill in this information to identify the case:

Debtor 1 Bridge Diagnostics, LLC

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 8:24-bk-10803-TA

FILED
MAY 09 2024
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: Deputy Clerk

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Baycap LLC
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   Baycap LLC
   Name
   250 N. Harbor Dr., Suite 313
   Number Street
   Redondo Beach CA 90277
   City State ZIP Code
   Contact phone 310-316-9202
   Contact email tcoordt@baycap.net

   Where should payments to the creditor be sent? (if different)
   Name
   Number Street
   City State ZIP Code
   Contact phone
   Contact email

   Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

Exhibit "5"
Page 74

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 5 5 2

7. **How much is the claim?** $ 151,023.12 **Does this amount include interest or other charges?**
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Equipment Finance Agreement

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☑ Other. Describe: Lab Testing Equipment
Basis for perfection: UCC-1
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $ 151,023.12
Amount of the claim that is secured: $ 151,023.12
Amount of the claim that is unsecured: $ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $ 8,400.10
Annual Interest Rate (when case was filed) 10.66 %
☑ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property:

Exhibit "5"
Page 75

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 05/07/2024
MM / DD / YYYY

Todd Coordt
Signature

Print the name of the person who is completing and signing this claim:

Name: Todd Allan Coordt
First name Middle name Last name

Title: Managing Member

Company: Baycap LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 250 N. Harbor Dr., Suite 313
Number Street

Redondo Beach CA 90277
City State ZIP Code

Contact phone 310-316-9202 Email tcoordt@baycap.net

Exhibit "5"
Page 76

U220193873235

B0741-5900 05/16/2022 3:23 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
UCC FINANCING STATEMENT (UCC 1)
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only
-FILED-
File No.: U220193873235
Date Filed: 5/16/2022

Submitter Information:

Contact Name	WOLTERS KLUWER LIEN SOLUTIONS
Organization Name	LIEN SOLUTIONS
Phone Number	800-331-3282
Email Address	uccfilingreturn@wolterskluwer.com
Address	P.O. BOX 29071 GLENDALE, CA 912099071

Debtor Information:

Debtor Name	Mailing Address
BRIDGE DIAGNOSTICS, LLC	110 THEORY SUITE 150 IRVINE, CA 92617

Secured Party Information:

Secured Party Name	Mailing Address
BAYCAP LLC	250 N. HARBOR DR. SUITE 313 REDONDO BEACH, CA 90277

Indicate how documentation of Collateral is provided:
Entered as Text

Description:
Qty Description Aliquot STAR 8/96 #1 System S/N: H606 1 STAR Auto Load 1 Modular Arm for 4 / 8 / 12 Ch. / MPH 1 8 Channels with 1000ul Pipetting Channels 1 CO-RE 96 Probehead II 1000ul 1 CO-RE Grip 1ml Waste Block 1 Extension Cover, MPH/iSWAP, Left or Right 1 Waste Chute, MPH, Left Side Front 1 System Controller for Windows 10, Dell PC with Windows 10 and Office 2016 Pre-installed 1 Teaching Needle Set of 8, 1ml 1 Venus Four V4.5 Base Package 1 STAR 2D Barcode Scanner for Autoload Accessories 3 Precision Tab Carrier, DWP, L5 3 Precision Tab Carrier, DWP, L5 6 Set of 3x Carrier for 32 Tubes 6 Set of 3x Carrier for 32 Tubes 3 Tip Carrier, Landscape 3 Tip Carrier, Landscape 1 Method Programming and Training 1 Field Verification Kit II -- Consumable Kit 1 1 Field Verification Kit II -- Consumable Kit 4 1 Field Verification Kit II -- Solutions Kit 1 Mcrolab STAR Installation

Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative:
Not Applicable

Select an alternate Financing Statement type:

Select an additional alternate Financing Statement type:

Select an alternative Debtor/Secured Party designation for this Financing Statement:

Optional Filer Reference Information:
86575584

Exhibit "5"
Page 77

DocuSign Envelope ID: D6D13CCA-CB61-4A7B-8[illegible]E8B5ED207182

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BAYCAP

250 N. Harbor Dr., Suite 313
Redondo Beach, CA 90277
www.baycap.net

EQUIPMENT FINANCE AGREEMENT
Agreement # 2552

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Secured Party. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.
THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

CUSTOMER INFORMATION
Federal Tax ID # 85-0602662

Bridge Diagnostics, LLC
110 Theory, Suite 150
Irvine, CA 92617 Telephone: (619) 838-7908

110 Theory, Suite 150, Irvine CA 92617
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER & EQUIPMENT INFORMATION
Hamilton Company
4970 Energy Way
Reno, NV 89502 Telephone: (855) 646-2871

Qty	Item Description	Model #
	See Attached Schedule A	

PAYMENT TERMS

Term in Months:	60
Payment Months 1 - 60:	$4,200.05
# Advance Payments:	2
Security Deposit:	$0.00
Documentation Fee:	$500.00
Total Advance Payment:	$8,900.10
End of Term:	$0.00

PAY PROCEEDS DIRECTION
Customer hereby approves payment to the supplier and Baycap is hereby irrevocably instructed to disburse from the proceeds of this Financing Agreement the respective amounts to the respective payee designated below:

Amount	Payee Name
$198,130.55	Hamilton Company

ELECTRONIC PAYMENT AUTHORIZATION
Customer hereby requests and authorizes Secured Party to initiate debit and/or credit entries on the due date per this Agreement for all amounts due to the Depository Account designated below and authorizes the Depository Financial Institution (Bank) designated below to debit and/or credit same to such account. This Agreement shall continue until the termination of this Agreement per the terms listed or until Secured Party has received written notification, return receipt requested from Customer of its termination in such time and in such manner as to afford Secured Party and Bank a reasonable opportunity to act on it.

Bank Transit / ABA # Account #
Jason Hansen
Printed Name of Authorized Signor

Please include a voided check from the account to be debited if different from the advance payment check delivered to Baycap with these documents

DocuSigned by:
X Jason Hansen
8AEB66C5C9954DD...
Signature Jason Hansen

CONTINUING GUARANTY
As additional inducement for us to enter into the Agreement, the undersigned ("you"), jointly and severally, unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements, including compromise or settlement with the customer, and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys' fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer or the Equipment before enforcing this guaranty. By signing this guaranty, you authorize us and any assignee to obtain credit bureau reports for credit and collection purposes.

DocuSigned by:
X Jason Hansen
8AEB66C5C9954DD...
Signature Jason Hansen

This Equipment Finance Agreement ("Agreement") is subject to the terms and conditions printed hereon AND ON THE FOLLOWING PAGES, all of which are made a part hereof and which Customer acknowledges having read. Please read carefully before signing.

SECURED PARTY ACCEPTANCE
DATED: 6/3/2022

SECURED PARTY: Baycap LLC

DocuSigned by:
SIGNATURE: X Todd Coondt
5D8908320521A4EF...

TITLE: Manager

CUSTOMER ACCEPTANCE
DATED: 6/1/2022

CUSTOMER: Bridge Diagnostics, LLC

DocuSigned by:
SIGNATURE: X Jason Hansen
8AEB66C5C9954DD...
Jason Hansen

TITLE: Member

THIS IS A COPY
The Authoritative Copy of this record is held at NA3.docusign.net

DocuSign Envelope ID: D6D13CCA-CB61-4A7B-8E[illegible]8B5ED207182

Agreement # 2552

TERMS AND CONDITIONS

1. FINANCE AGREEMENT: Subject to the terms of this Equipment Finance Agreement signed by you and us, rather than pay cash, you have chosen to request we finance for you the purchase price of personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements to this Master Agreement (such personal property and any upgrades, replacements, repairs and additions referred to as "Equipment") which you will use for business purposes only. You hereby grant to us a first priority, purchase money security interest in the Equipment and its proceeds to secure your obligations hereunder and under all other agreements with us, and you agree to all of the terms and conditions contained in this Agreement which together are a complete statement of our agreement regarding the Equipment (this "Agreement"). This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this agreement including your proper legal name, address, serial numbers and any other numbers describing the Equipment.

2. PAYMENTS AND TOTAL ADVANCE PAYMENT: Payments will be paid in installments, each in the amount of the payment shown on the front of the Agreement. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced for any reason, the Total Advance Payment and any and all other monies collected will be retained by us to compensate us for our documentation, processing and other expenses at our sole discretion. If for any reason, your check or payment is returned or rejected for nonpayment, a $35.00 bad check charge will be assessed and be immediately due. When the number of advance payments indicated on the front of the Agreement is equal to one (1), the advance payment will be applied to the first month's payment. Any additional advance payments will be applied to payments scheduled at the end of the original term unless otherwise indicated.

3. INTERIM RENT: You agree to pay to Secured Party interim rent. Interim rent shall be a pro-rated amount equal to 1/30th of the monthly rental, multiplied by the number of days between the equipment acceptance date and the first payment due date. In the event that all monthly payments are not equal, interim rent will be calculated from the most common monthly payment.

4. END OF TERM AND PREPAYMENT: At the end of the term, you are obligated to pay the amount indicated for the End of Term on the front of the Agreement, payable in a single sum. Any End of Term payment will be due on the next successive billing date after the last monthly payment of the term. You may prepay only in accordance herewith. In the event you decide that this Agreement is to be paid off prior to end of full term, you will pay us all amounts due plus all future payments discounted to a present value using a 4% annual rate (in addition to all other accrued and unpaid charges including but not limited to fees and taxes). You will make all payments whether or not you are satisfied with the Equipment and without deduction for any claim you may have against the supplier of the Equipment or against us.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown on the front of the Agreement and you agree not to move it unless we agree to it. We may inspect the Equipment at any time during normal business hours.

6. SECURITY DEPOSIT: The security deposit is payable upon execution and non interest bearing and is to secure your performance under this Agreement and may be commingled with our other assets. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 13, the security deposit will be refunded to you upon receipt of all payments due.

7. OWNERSHIP OF EQUIPMENT AND UCC FILINGS: You are the owner of the Equipment. You agree to keep the equipment free and clear of all liens, claims and encumbrances. You grant us a security interest in the equipment and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

8. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER. If Agreement includes financing for software licenses, then you agree that as to such software: (a) we have not had, do not have, nor shall have, any title to such software, but instead are only providing financing for the license(s). (b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever, e.g., fees or other payments, in regard to such license agreement and supplier is solely responsible for all support, billing and collection of which may be done by us. (c) You have selected such software. (d) Your payment and other obligations under this Agreement shall in no way be diminished on account of or in any way related to the above said software license agreement and/or the supplier's obligations. WE MAKE ABSOLUTELY NO WARRANTY OF ANY KIND IN REGARDS TO SUCH SOFTWARE AND HAVE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR PERFORMANCE OF SUCH SOFTWARE.

9. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us all amounts due plus all future payments discounted to a present value using a 4% annual rate (in addition to all other accrued and unpaid charges including but not limited to fees and taxes). Any proceeds of insurance will be paid to us and credited against the outstanding balance.

10. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting, servicing and terminating this transaction. You also acknowledge that in addition to the payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a profit.

11. INSURANCE AND INDEMNITY: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with a minimum limit of $1,000,000 from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins and for the entire term of the Agreement or, in the event that valid certificates are not provided to us before the Agreement begins or at any time during the term of the Agreement, at our sole discretion, we may waive this requirement and we will bill you and you will pay a monthly property damage surcharge of up to .005 of the original equipment cost related to our administrative costs, and credit risk and other costs and on which we may make a profit. As long as you are not in default at the time of the loss (excluding losses resulting from intentional acts), the remaining balance owed on the Agreement will be forgiven under this program. You cannot be in default and benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT. YOU WILL BE IN DEFAULT IF YOU DO NOT HAVE AN INSURANCE POLICY(IES) IN PLACE AT ALL TIMES DURING THE TERM OF THE AGREEMENT WITH COVERAGES AND LIMITS OUTLINED ABOVE. We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR, WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD. You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent to such assignment. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations, which will remain with us. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

13. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If you have misrepresented any information, knowingly or unknowingly, regarding the equipment, your business or personal credit or financial condition, you will be in default. If you fail to have an insurance policy(ies) in place or fail to provide us certificates or other evidence of such insurance policy(ies) at any time during the term of the Agreement, you will be in default. If you declare bankruptcy or insolvency or if you dissolve or terminate your entity existence or take actions regarding the cessation or winding up of your business affairs, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and any and all other monies collected and at our option, we can terminate or cancel this Agreement and require that you pay (1) the all amounts due plus all future payments (discounted at 4%) and (2) unless you have paid the amount in (1), return the equipment to us to a location designated by us at your expense. We may sell, lease or otherwise dispose of all or any part of the Equipment at public or private sale, with or without notice and may bid on and purchase the Equipment or any part of it at such sale. The proceeds of sale, lease or other disposition shall first be applied to all costs and expenses incurred in taking, removing, holding, repairing and selling or otherwise disposing of the Equipment, attorney fees and court costs, and our other obligations hereunder (excluding repayments); then to pay all sums remaining unpaid hereunder, with any remaining surplus belonging to you. You will be obligated to pay any deficiency remaining after such application of proceeds. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 9 of the Uniform Commercial Code as enacted in the State of California or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive any rights under Article 2A (508-522) of the UCC.

14. LAW: This Agreement will be deemed fully executed and performed in the State of California or in the home state of our assignee as it may be assigned per paragraph 12. This Agreement shall be governed by and construed in accordance with the laws of the State of California or the laws of the home state of our assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and County of Los Angeles or in the home state and county, parish, or borough of our assignee as it may be assigned per paragraph 12 and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of inconvenient forum.

15. DELIVERY OF ORIGINALS AND FINANCIAL INFORMATION: You agree to submit the original master finance documents with the total advance payment and any security deposit to Secured Party or its assignee via overnight courier the same day of the facsimile or other electronic transmission of the finance documents. Should we fail to receive these originals, you agree to be bound by the faxed or other electronic copy of this agreement with appropriate signatures on the document. Customer waives the right to challenge in court the authenticity of a faxed or other electronic copy of this agreement and the faxed or electronic copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 13. During the term of this Agreement, you agree to provide us in a timely fashion with all credit information, financial statements and copies of federal or state tax returns as we may reasonably request.

16. CREDIT APPROVAL: Unless otherwise indicated by Baycap, a credit approval shall expire after sixty (60) days from the date that Baycap originally generates and sends Agreement documents to Customer and Baycap shall be under no obligation to honor the terms of such credit approval after such expiration. Baycap may, at its sole discretion, extend the credit approval.

Customer: Bridge Diagnostics, LLC

DocuSigned by:

X Jason Hansen — Member

8AEB86C5C9954DD...

Customer Signature Jason Hansen — Title

DocuSign Envelope ID: D6D13CCA-CB61-4A7B-8[illegible]E8B5ED207182

THIS IS A COPY
The Authoritative Copy of this record is held at NA3.docusign.net

BAYCAP

250 N. Harbor Dr., Suite 313
Redondo Beach, CA 90277
www.baycap.net

SCHEDULE "A"
Agreement # 2552

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement # 2552 by and between the undersigned Bridge Diagnostics, LLC and Baycap LLC ("Baycap").

SUPPLIER: **Hamilton Company**
4970 Energy Way
Reno, NV 89502

Qty	Description	Model #	Serial #
	Aliquot STAR 8/96 #1		
1	STAR Auto Load		
1	Modular Arm for 4 / 8 / 12 Ch. / MPH		
1	8 Channels with 1000ul Pipetting Channels		
1	CO-RE 96 Probehead II 1000ul		
1	CO-RE Grip 1ml Waste Block		
1	Extension Cover, MPH/iSWAP, Left or Right		
1	Waste Chute, MPH, Left Side Front		
1	System Controller for Windows 10, Dell PC with Windows 10 and Office 2016 Pre-installed		
1	Teaching Needle Set of 8, 1ml		
1	Venus Four V4.5 Base Package		
1	STAR 2D Barcode Scanner for Autoload		
	Accessories		
3	Precision Tab Carrier, DWP, L5		
3	Precision Tab Carrier, DWP, L5		
6	Set of 3x Carrier for 32 Tubes		
6	Set of 3x Carrier for 32 Tubes		
3	Tip Carrier, Landscape		
3	Tip Carrier, Landscape		
1	Method Programming and Training		
1	Field Verification Kit II – Consumable Kit1		
1	Field Verification Kit II – Consumable Kit 4		
1	Field Verification Kit II – Solutions Kit		
1	Mcrolab STAR Installation		

COPY VIEW

VERIFICATION

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

DocuSigned by:
X Jason Hansen
8AE866C5C8954DD...

6/1/2022	Bridge Diagnostics, LLC	SIGNATURE Jason Hansen	Member
DATED	CUSTOMER		TITLE

NOTE: SIGNOR OF THIS SCHEDULE A MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OR OTHER ELECTRONIC COPY OF THIS SCHEDULE A WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

SCHA REV 10/19

DocuSign Envelope ID: D6D13CCA-CB61-4A7B-8' E8B5ED207182

THIS IS ' OPY
The Autho.. ive Copy of this record is held at NA3.docusign.net

BAYCAP
250 N. Harbor Dr., Suite 313
Redondo Beach, CA 90277
www.baycap.net

EFA ACCEPTANCE OF DELIVERY
Agreement # 2552

You certify that all the equipment listed on the above referenced Agreement has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. You hereby accept the equipment in accordance with all the terms and conditions of the Agreement, and agree that Baycap LLC ("Baycap") has fully and satisfactorily performed all covenants to be performed by Secured Party pursuant to the Agreement. You acknowledge the fact that upon signature of this document, your promises herein will be irrevocable and unconditional in all respects and all terms and conditions of the Agreement, including the noncancellability clause, will come into full force and effect and you approve payment to Supplier.

Customer warrants that the present location of the equipment is:

Bridge Diagnostics
110 Theory, Suite 150
Irvine, CA 92617

On-Site Customer Contact:

Name: Bryan Chow
Phone: 7143058782
E-Mail: Bryan@bridgediagnostics.com

COPY VIEW

Bridge Diagnostics, LLC
Customer

DocuSigned by:
X Jason Hansen
9AC088C5C0054DD...
Signature Jason Hansen

Member
Title

6/3/2022
Date

NOTE: SIGNOR OF THIS ACCEPTANCE OF DELIVERY MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OR OTHER ELECTRONIC COPY OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Exhibit “6”

Fill in this information to identify the case:

Debtor 1 BRIDGE DIAGNOSTICS, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Central District of California

Case number 8:24-bk-10803-TA

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   DE LAGE LANDEN FINANCIAL SERVICES, INC., a Michigan corporation
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**
   ☐ No
   ☑ Yes. From whom? THERMO FISHER FINANCIAL SERVICES INC., a Delaware corporation

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Heather Burns Pozniak Name	_____ Name
1111 Old Eagle School Road Number Street	_____ Number Street
Wayne PA 19087 City State ZIP Code	_____ City State ZIP Code
Contact phone (610) 386-3755	Contact phone _____
Contact email hpozniak@leasedirect.com	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing? _____

Exhibit "6"
Page 82

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 2 6 7

7. **How much is the claim?** $ 160,932.56. **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☑ Other. Describe: See attached
Basis for perfection: See attached
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $ **TBD**
Amount of the claim that is secured: $ **TBD**
Amount of the claim that is unsecured: $ **TBD** (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $ 160,932.56
Annual Interest Rate (when case was filed) 18.00 %
☑ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☐ No
☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 160,932.56

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

Exhibit "6"
Page 83

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 06/03/2024
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name: Heather Burns Pozniak
First name Middle name Last name

Title: Senior Litigation & Bankruptcy Specialist

Company: DE LAGE LANDEN FINANCIAL SERVICES, INC., a Michigan corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1111 Old Eagle School Road
Number Street

Wayne PA 19087
City State ZIP Code

Contact phone (610) 386-3755 Email hpozniak@leasedirect.com

ATTACHMENT TO PROOF OF CLAIM

De Lage Landen Financial Services, Inc., a Michigan corporation ("DLL"), asserts a claim against Bridge Diagnostics, LLC, a California limited liability company ("Bridge Diagnostics" or "Debtor"), and Debtor's bankruptcy estate as follows:

The Lease

Thermo Fisher Financial Services, Inc., a Delaware corporation ("Thermo Fisher"), as lessor, and Bridge Diagnostics, as lessee, entered into a Lease Agreement with Lease Number ending 4267 ("Lease") concerning certain equipment described therein ("Equipment"). A genuine copy of the Lease is attached hereto as Exhibit 1. The Commencement Date for the Lease was June 20, 2022, and the Lease (in addition to the amount due at signing) called for 24 monthly payments of $9,715.03 each, beginning on the Commencement Date or any later date designated by Thermo Fisher, with a five percent late charge for each payment not made when due. The first Lease payment was designated to be due on July 29, 2022.

The Lease gives Bridge Diagnostics the option to purchase the Equipment for $1.00 at the end of the term and states: "If you [i.e., Bridge Diagnostics] have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us [i.e., Thermo Fisher] a security interest in the Equipment and all proceeds, and authorize us to file financing statements on your behalf." On April 1, 2022, a UCC Financing Statement was filed with the California Secretary of State with respect to the Equipment. A genuine copy of this UCC Financing Statement is attached hereto as Exhibit 2.

The Lease requires Bridge Diagnostics to keep the Equipment insured and give Thermo Fisher written proof of the insurance. The Lease further states: "If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you."

The Lease states that Bridge Diagnostics will be in default thereunder if Bridge Diagnostics fails to make a payment when due thereunder. The Lease further states:

> Upon default, we may: a) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end-of-Lease fair market value ('FMV') or fixed price purchase option (the 'Residual') with future Lease payments and Residual discounted to the date of default at the lesser of the implicit rate of this Lease or the rate then available for U.S. Treasury Bills having an average life equal to the remaining term of this Lease, per year, plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% from the date of default; d) require you to immediately return the Equipment to us or we may peaceably repossess it.

Thermo Fisher, as assignor, and DLL, as assignee, entered into an Assignment and Bill of Sale dated June 29, 2022 ("Assignment"), whereby Thermo Fisher assigned all of its right, title,

and interest in and to the Lease to DLL. A genuine copy of the Assignment is attached hereto as Exhibit 3.

As of Debtor's March 29, 2024, bankruptcy petition date, the amount owed under the Lease included the following sums:

Payments for April 2023-January 2024[1]	$94,196.60
Late Charges	$3,886.00
Remaining Payments Discounted at 3%	$56,026.71
Insurance Advance	$1,262.00
Default Interest	$4,483.95
Collection Costs	$1,077.30
TOTAL	$160,932.56

Reservation of Rights

In executing and filing this Proof of Claim, DLL expressly reserves and is not waiving in any manner or under any circumstances (a) any security interest DLL now has or may be determined to have at any time; (b) any claim, action, or cause of action DLL may have against Debtor or any other entity or person; (c) any defense, setoff, offset, recoupment, counterclaim or similar right or remedy DLL may now have or at any time have against Debtor or any other entity or person with respect to any legal or equitable proceedings now existing or hereafter commenced; (d) the right to seek to have the reference to the bankruptcy court withdrawn with respect to any such proceedings or any other proceedings commenced in this case against or otherwise involving DLL; (e) any right of subordination in favor of DLL of indebtedness or liens held by other creditors of Debtor; (f) any rights DLL may have pursuant to 11 U.S.C. § 506(b), including without limitation the right to amend this Proof of Claim to assert DLL's entitlement to post-petition interest on the principal balance owed to DLL and any reasonable fees, costs, or charges (including attorney fees and costs) provided for under the Lease; or (g) any additional claims or other rights DLL may have against Debtor, including but not limited to any claim for payment of an administrative expense pursuant to 11 U.S.C. § 503.

[1] The $9,715.03 Lease payments include $295.38 for a pass-through service contract which is excluded from these calculations.

EXHIBIT 1

ThermoFisher SCIENTIFIC

The world leader in serving science

Lease Agreement

LESSEE	Full Legal Name BRIDGE DIAGNOSTICS, LLC	Phone Number
	Billing Address 110 Theory, Irvine, CA 92617-3202	Purchase Order Requisition Number
	Equipment Location (if not the same as above) 111 Theory, Irvine, CA 92617-3020	County Orange **Send Invoice to Attention of:**

EQUIPMENT INFORMATION

Fisher HealthCare (Vendor ID: I7673/193726-0016):

KF FLEX WITH 96(5400630),SVCIQOQ(A29084), Manual Defrost Freezer(TSX2320FARP)(5),ULTFZTSX500 115V RAK/LB PM(TSX5ARKLBQ1)(5),Refrigerators 50cf 120V/60HZ(TSX5005GA)(3),DRAWER RACK(920090)(10),Small Exhaust(13 261 334),SMART-VUE PRO DUO 915MHZ(SVPHWRMOD12)(10),SMART-VUE PRO QUATRO 915MHZ(SVPHWRMOD14)(6),Thermo Scientific Accessories for Series 1300 Class II(15 474 210),Thermo Scientific Smart-Vue Pro Receivers(SVHWRLGW001),Glycol Bottole(NC0790611)(8),Thermo Scientific Smart-Vue ProSmart Temperature and Relative Humidity Sensor(SVSENRCS001)(9),Thermo Scientific Smart-Vue Pro Sensors(SVSENTCS001)(8),SMARTSENSOR PT100-100/+150(SVSENTCS003)(5),DEAD AIR BOX(NC1840182)(2), Shipping

Warranty:

1 X ZG11SCKF96DW

Lease Term In Months	End of Lease Option	Payment Frequency
24	$1.00 Buyout	Monthly

NUMBER AND AMOUNT OF LEASE PAYMENTS

Number of Lease Payments	Lease Payment Amount	Applicable Sales Tax	Total
24	$9,715.03	Included	$9,715.03

Amount Due at Lease Signing

First Payment Period	(PLUS)	Security Deposit	(PLUS)	Other	(EQUALS)	Total Payment Due
$33,367.52				$150.00		$33,517.52

TERMS AND CONDITIONS

1. Lease: You ("Lessee") agree to lease from us ("Lessor") the equipment (including software license fees ("Licensed Software"), if any, "Equipment") listed above and on any attached schedule (the "Lease"). You authorize us to adjust Lease Payments by up to 5% if the Equipment cost or taxes differ from the supplier's estimate. Further, we may adjust the Lease Payments set forth herein in an amount proportionate to any increase (from the date we calculated your Lease Payments to the date we countersign the Lease) in the interpolated like-term Interest Rate Swap as published in the ICE Report Center daily update referencing USD Rates 1100 (https://theice.com/marketdata/reports/180. The Lease starts on the day the Equipment is delivered to you ("Commencement Date") and the Lease Payments shall be payable in advance beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. If we designate Lease Payments to begin after the Commencement Date, you will pay an interim Lease Payment for Equipment use for the period from the Commencement Date until the first Lease Payment due date, calculated on the amount of the Lease Payments, the number of days in the period, and a 360 day year. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay a fee of up to $ 250.00 to reimburse our expenses for preparing financing statements, other documentation costs and ongoing administration costs during the Lease term. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return your deposit when the Lease ends, without interest, unless otherwise required by law. If a payment is not made when due, you will pay us a late charge of 5% for each payment or $10.00, whichever is greater. We may charge you a fee of $25.00 for any check that is returned. You agree that no one is authorized to waive or change any lease term or provision.

2. Title: Unless you have a $1.00 purchase option, we will have Equipment title, other than for Licensed Software you don't own. If you have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds, and authorize us to file financing statements on your behalf.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You must, at your cost, keep the Equipment in good working condition. If Lease Payments include third-party maintenance and/or service costs, you agree that (i) we are not responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the third party, and (iii) any maintenance or service claims will not impact your Lease Payment obligations. The Equipment cannot be moved from the location above without our prior written consent. We may inspect the Equipment during the Lease term.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Lease without our prior written consent, and if you do, you will still be fully responsible for all your Lease obligations. You agree that we may sell, assign, or transfer ("Transfer") the Lease to a third party, and the third party will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Lease obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. We have no responsibility for any Equipment losses or injuries and you will reimburse us and defend us against any such claims, which obligation will survive Lease termination. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any lessor-anticipated Equipment ownership tax benefits caused by any of your acts or omissions.

7. End of Lease: Unless you have a $1.00 purchase option, you will give us at least 90 days but not more than 180 days written notice (to our address below) before the initial Lease term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return it in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 180-day periods. If the equipment includes any Licensed Software you hereby agree to assign the related License Agreement to us without reservation of any rights by you. If the licensor's consent is required to properly assign the License to us, you will assist us in obtaining such consent.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other lease with us; or c) the Lessee principal owner or any Lease guarantor dies; or d) you or any guarantor becomes insolvent, merges, or is sold. Upon default, we may: a) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end-of-Lease fair market value ("FMV") or fixed price purchase option (the "Residual") with future Lease payments and Residual discounted to the date of default at the lesser of the implicit rate of this Lease or the rate then available for U.S. Treasury Bills having an average life equal to the remaining term of this Lease, per year, plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% from the date of default; d) require you to immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a Lease termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You acknowledge that, if you seek cost-based reimbursement under state, federal or other public health reimbursement programs for any items covered by this Agreement, it is your obligation to properly allocate the payments you make in your cost reports between the equipment, consumables and/or any services. Upon your written request, we will provide you with a detailed outline of the components of your payment(s). You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This lease was made in Massachusetts ("MA"); is to be performed in MA and shall be governed and construed in accordance with the laws of MA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in MA and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Sections 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family or household use and (iii) that a facsimile copy of the Lease and each related document may be treated as an original and will be admissible as legal evidence thereof.

LESSEE SIGNATURE

You agree that this is a non-cancelable lease. The Equipment is:

Signature X — DocuSigned by: Jason Hansen 8AEB66C5C9954DD... — Date March 30, 2022

Title CEO

Print Name Jason Hansen

Legal Name of Corporation
BRIDGE DIAGNOSTICS, LLC

GUARANTY

I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. **This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Massachusetts and I consent to non-exclusive jurisdiction in any state or federal court in Massachusetts and waive trial by jury.**

Signature	Date
N/A	
Print Name	

LESSOR

Thermo Fisher Financial Services, Inc.
Lease Processing Center, 168 Third Ave, Waltham MA 02451
PHONE: 800-986-9731 FAX: 800-952-4490

Commencement Date 6/20/2022 — Lease Number [redacted]4267

Accepted By — DocuSigned by: Kelly Rogers 533572BA88DD488...

ACCEPTANCE

The Equipment has been received, and installed and accepted for the purposes of this Lease. You agree that we may, at our discretion, confirm by telephone your acceptance of the equipment.

Signature	Date
Print Name	Title

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EXHIBIT 2

U220180688026

B0483-3417 04/01/2022 8:52 AM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
UCC FINANCING STATEMENT (UCC 1)
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File #: U220180688026
Date Filed: 4/1/2022

Submitter Information:

Contact Name	WOLTERS KLUWER LIEN SOLUTIONS
Organization Name	LIEN SOLUTIONS
Phone Number	800-331-3282
Email Address	uccfilingreturn@wolterskluwer.com
Address	P.O. BOX 29071 GLENDALE, CA 912099071

Debtor Information:

Debtor Name	Mailing Address
BRIDGE DIAGNOSTICS, LLC	110 THEORY, SUITE 150 IRVINE, CA 92617

Secured Party Information:

Secured Party Name	Mailing Address
THERMO FISHER FINANCIAL SERVICES, INC.	168 THIRD AVE WALTHAM, MA 02451

Indicate how documentation of Collateral is provided:
Entered as Text

Description:
KF FLEX WITH 96(5400630), SVCIQOQ(A29084), Manual Defrost Freezer(TSX2320FARP)(5), ULTFZTSX500 115V RAK/LB PM(TSX5ARKLBQ1)(5), Refrigerators 50cf 120V/60HZ(TSX5005GA)(3), DRAWER RACK(920090)(10), Small Exhaust(13 261 334), SMART-VUE PRO DUO 915MHZ(SVPHWRMOD12)(10), SMART-VUE PRO QUATRO 915MHZ(SVPHWRMOD14)(6), Thermo Scientific Accessories for Series 1300 Class II(15 474 210), Thermo Scientific Smart-Vue Pro Receivers(SVHWRLGW001), Glycol Bottole(NC0790611)(8), Thermo Scientific Smart-Vue ProSmart Temperature and Relative Humidity Sensor(SVSENRCS001)(9), Thermo Scientific Smart-Vue Pro Sensors(SVSENTCS001)(8), SMARTSENSOR PT100-100/+150(SVSENTCS003)(5), DEAD AIR BOX(NC1840182)(2) All equipment of any make or manufacture financed by or leased to Debtor by Secured Party under Contract Number 500-50384267, together with (1) all substitutions, replacements, or upgrades for the foregoing equipment, (2) all components, additions, attachments, and accessions of the foregoing equipment; and (3) all insurance and/or other proceeds of any type relating to the foregoing equipment.

Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative:
Not Applicable

Select an alternate Financing Statement type:

Select an additional alternate Financing Statement type:

Select an alternative Debtor/Secured Party designation for this Financing Statement:

Optional Filer Reference Information:
85740656

Exhibit "6"
Page 90

EXHIBIT 3

ASSIGNMENT AND BILL OF SALE [redacted]4267

ASSIGNMENT and BILL OF SALE, made as of the 6/29/2022 by and between THERMO FISHER FINANCIAL SERVICES INC, a Delaware corporation, having principal offices at 168 Third Avenue, Waltham, MA 02451 (the "Assignor"), and De Lage Landen (DLL) a Michigan corporation, having an office 1111 Old Eagle School, Wayne, PA 19087 (the "Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to a Private Label Vendor Agreement dated as of 9/29/05 together with all other agreements, instruments and documents executed in connection therewith, as any or all of the foregoing may from time to time be amended, modified or supplemented (collectively, the "Agreement")), pursuant to which DLL has, among other things, purchased from Seller paper evidencing deferred payment obligations of Seller's customers and the equipment which is the subject of the paper; and

WHEREAS, as a condition to the purchase of the paper, Assignee has required that the Assignor enter into and deliver this Assignment and Bill of Sale; and

WHEREAS, all capitalized terms used in this Assignment and not defined herein, but which are defined in the Agreement, shall have the respective meanings ascribed thereto in the Agreement;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Assignor, pursuant to the Agreement, hereby sells, assigns, transfers and sets over unto Assignee, and Assignee's successors and assigns forever, all of the Assignor's right, title and interest (but none of its obligations) in and to the paper described on Schedule 1 annexed hereto and made a part hereof (the "Paper") and the Equipment which is the subject thereof.
2. This Assignment is not intended to and shall not subject Assignee to any of the obligations of Assignor under the Paper or in any way release, modify or excuse the obligations of Assignor under the Paper.
3. Assignor agrees to comply with, perform and discharge each and every obligation, covenant, condition, duty and agreement to be performed by the Assignor under the Paper or any other agreement with the Obligors.

4. Assignor reaffirms all of its representations and warranties contained in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

THERMO FISHER FINANCIAL SERVICES INC.

By:_____

Title: Operations Manager

De Lage Landen Financial Services, Inc.

By:_____

Title: Authorized Signatory

Exhibit “7”

Fill in this information to identify the case:

Debtor 1 BRIDGE DIAGNOSTICS, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Central District of California

Case number 8:24-bk-10803-TA

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   DE LAGE LANDEN FINANCIAL SERVICES, INC., a Michigan corporation
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**
   ☐ No
   ☑ Yes. From whom? THERMO FISHER FINANCIAL SERVICES INC., a Delaware corporation

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Heather Burns Pozniak Name	_____ Name
1111 Old Eagle School Road Number Street	_____ Number Street
Wayne PA 19087 City State ZIP Code	_____ City State ZIP Code
Contact phone (610) 386-3755	Contact phone _____
Contact email hpozniak@leasedirect.com	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 7 6 5 0

7. **How much is the claim?** $ 107,315.36. **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☑ Other. Describe: See attached
Basis for perfection: See attached
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $ **TBD**
Amount of the claim that is secured: $ **TBD**
Amount of the claim that is unsecured: $ **TBD** (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $ 107,315.36
Annual Interest Rate (when case was filed) 18.00 %
☑ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☐ No
☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 107,315.36

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

Exhibit "7"
Page 94

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 06/03/2024
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name: Heather Burns Pozniak
First name Middle name Last name

Title: Senior Litigation & Bankruptcy Specialist

Company: DE LAGE LANDEN FINANCIAL SERVICES, INC., a Michigan corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1111 Old Eagle School Road
Number Street

Wayne PA 19087
City State ZIP Code

Contact phone (610) 386-3755 Email hpozniak@leasedirect.com

ATTACHMENT TO PROOF OF CLAIM

De Lage Landen Financial Services, Inc., a Michigan corporation ("DLL"), asserts a claim against Bridge Diagnostics, LLC, a California limited liability company ("Bridge Diagnostics" or "Debtor"), and Debtor's bankruptcy estate as follows:

The Lease

Thermo Fisher Financial Services, Inc., a Delaware corporation ("Thermo Fisher"), as lessor, and Bridge Diagnostics, as lessee, entered into a Lease Agreement with Lease Number ending 7650 ("Lease") concerning certain equipment described therein ("Equipment"). A genuine copy of the Lease is attached hereto as Exhibit 1. The Commencement Date for the Lease was September 14, 2020, and the Lease (in addition to the amount due at signing) called for 36 monthly payments of $13,384.88 each, beginning on the Commencement Date or any later date designated by Thermo Fisher, with a five percent late charge for each payment not made when due. The first Lease payment was designated to be due on October 18, 2020.

The Lease gives Bridge Diagnostics the option to purchase the Equipment for $1.00 at the end of the term and states: "If you [i.e., Bridge Diagnostics] have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us [i.e., Thermo Fisher] a security interest in the Equipment and all proceeds, and authorize us to file financing statements on your behalf." On May 18, 2020, a UCC Financing Statement was filed with the California Secretary of State with respect to the Equipment. A genuine copy of this UCC Financing Statement is attached hereto as Exhibit 2.

The Lease states that Bridge Diagnostics will be in default thereunder if Bridge Diagnostics fails to make a payment when due thereunder. The Lease further states:

> Upon default, we may: a) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end-of-Lease fair market value ('FMV') or fixed price purchase option (the 'Residual') with future Lease payments and Residual discounted to the date of default at the lesser of the implicit rate of this Lease or the rate then available for U.S. Treasury Bills having an average life equal to the remaining term of this Lease, per year, plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% from the date of default; d) require you to immediately return the Equipment to us or we may peaceably repossess it.

Thermo Fisher, as assignor, and DLL, as assignee, entered into an Assignment and Bill of Sale dated September 18, 2020 ("Assignment"), whereby Thermo Fisher assigned all of its right, title, and interest in and to the Lease to DLL. A genuine copy of the Assignment is attached hereto as Exhibit 3.

As of Debtor's March 29, 2024, bankruptcy petition date, the amount owed under the Lease included the following sums:

Payments for April-October 2023	$93,693.88
Late Charges	$4,684.68
Default Interest	$7,859.50
Collection Costs	$1,077.30
TOTAL	$107,315.36

Reservation of Rights

In executing and filing this Proof of Claim, DLL expressly reserves and is not waiving in any manner or under any circumstances (a) any security interest DLL now has or may be determined to have at any time; (b) any claim, action, or cause of action DLL may have against Debtor or any other entity or person; (c) any defense, setoff, offset, recoupment, counterclaim or similar right or remedy DLL may now have or at any time have against Debtor or any other entity or person with respect to any legal or equitable proceedings now existing or hereafter commenced; (d) the right to seek to have the reference to the bankruptcy court withdrawn with respect to any such proceedings or any other proceedings commenced in this case against or otherwise involving DLL; (e) any right of subordination in favor of DLL of indebtedness or liens held by other creditors of Debtor; (f) any rights DLL may have pursuant to 11 U.S.C. § 506(b), including without limitation the right to amend this Proof of Claim to assert DLL's entitlement to post-petition interest on the principal balance owed to DLL and any reasonable fees, costs, or charges (including attorney fees and costs) provided for under the Lease; or (g) any additional claims or other rights DLL may have against Debtor, including but not limited to any claim for payment of an administrative expense pursuant to 11 U.S.C. § 503.

EXHIBIT 1

ThermoFisher SCIENTIFIC

The world leader in serving science

Lease Agreement

LESSEE

Full Legal Name BRIDGE DIAGNOSTICS, LLC	Phone Number
Billing Address 110 Theory, Suite 150, Irvine, CA 92617	Purchase Order Requisition Number
Equipment Location (if not the same as above) 110 Theory, Suite 150, Irvine, CA 92617	County / **Send Invoice to Attention of:**

EQUIPMENT INFORMATION

Fisher HealthCare (Vendor ID: I7673):

QS5 384(A28575)(1),ADHESIVE COVERS(4360954)(1),ROI BACKGROUND PLATES(4432320)(1),TAQMAN RNASE(4455280)(1),HARDSHELL PLATE CLEAR(4483285)(1),CAL PLATE 1(A26334)(1),CAL PLATE 2(A26335)(1),ORIENTATION FULLDAY(A28807)(1),12K FLEX384WELL(4471134)(6),CALIBRATION INSTALL(4432470)(6),BASIC TRG CUST(4475955)(6),QPCR DSKTP(A41319)(6),SVC(A28484)(1),IQOQ SVC(4471980)(6),Shipping

Lease Term In Months	End of Lease Option	Payment Frequency
36	$1.00 Buyout	Monthly

NUMBER AND AMOUNT OF LEASE PAYMENTS

Number of Lease Payments	Lease Payment Amount	Applicable Sales Tax	Total
36	$13,384.88	Included	$13,384.88

Amount Due at Lease Signing

First Payment Period	(PLUS)	Security Deposit	(PLUS)	Other	(EQUALS)	Total Payment Due
$71,022.00				$250.00		$71,272.00

TERMS AND CONDITIONS

1. Lease: You ("Lessee") agree to lease from us ("Lessor") the equipment (including software license fees ("Licensed Software"), if any, "Equipment") listed above and on any attached schedule (the "Lease"). You authorize us to adjust Lease Payments by up to 5% if the Equipment cost or taxes differ from the supplier's estimate. Further, we may adjust the Lease Payments set forth herein in an amount proportionate to any increase (from the date we calculated your Lease Payments to the date we countersign the Lease) in the interpolated like-term Interest Rate Swap as published in the ICE Report Center daily update referencing USD Rates 1100 (https://theice.com/marketdata/reports/180. The Lease starts on the day the Equipment is delivered to you ("Commencement Date") and the Lease Payments shall be payable in advance beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. If we designate Lease Payments to begin after the Commencement Date, you will pay an interim Lease Payment for Equipment use for the period from the Commencement Date until the first Lease Payment due date, calculated on the amount of the Lease Payments, the number of days in the period, and a 360 day year. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay a fee of up to $ 250.00 to reimburse our expenses for preparing financing statements, other documentation costs and ongoing administration costs during the Lease term. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return your deposit when the Lease ends, without interest, unless otherwise required by law. If a payment is not made when due, you will pay us a late charge of 5% for each payment or $10.00, whichever is greater. We may charge you a fee of $25.00 for any check that is returned. You agree that no one is authorized to waive or change any lease term or provision.

2. Title: Unless you have a $1.00 purchase option, we will have Equipment title, other than for Licensed Software you don't own. If you have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds, and authorize us to file financing statements on your behalf.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You must, at your cost, keep the Equipment in good working condition. If Lease Payments include third-party maintenance and/or service costs, you agree that (i) we are not responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the third party, and (iii) any maintenance or service claims will not impact your Lease Payment obligations. The Equipment cannot be moved from the location above without our prior written consent. We may inspect the Equipment during the Lease term.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Lease without our prior written consent, and if you do, you will still be fully responsible for all your Lease obligations. You agree that we may sell, assign, or transfer ("Transfer") the Lease to a third party, and the third party will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Lease obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. We have no responsibility for any Equipment losses or injuries and you will reimburse us and defend us against any such claims, which obligation will survive Lease termination. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any lessor-anticipated Equipment ownership tax benefits caused by any of your acts or omissions.

7. End of Lease: Unless you have a $1.00 purchase option, you will give us at least 90 days but not more than 180 days written notice (to our address below) before the initial Lease term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return it in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 180-day periods. If the equipment includes any Licensed Software you hereby agree to assign the related License Agreement to us without reservation of any rights by you. If the licensor's consent is required to properly assign the License to us, you will assist us in obtaining such consent.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other lease with us; or c) the Lessee principal owner or any Lease guarantor dies; or d) you or any guarantor becomes insolvent, merges, or is sold. Upon default, we may: a) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end-of-Lease fair market value ("FMV") or fixed price purchase option (the "Residual") with future Lease payments and Residual discounted to the date of default at the lesser of the implicit rate of this Lease or the rate then available for U.S. Treasury Bills having an average life equal to the remaining term of this Lease, per year, plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% from the date of default; d) require you to immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a Lease termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You acknowledge that, if you seek cost-based reimbursement under state, federal or other public health reimbursement programs for any items covered by this Agreement, it is your obligation to properly allocate the payments you make in your cost reports between the equipment, consumables and/or any services. Upon your written request, we will provide you with a detailed outline of the components of your payment(s). You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This lease was made in Massachusetts ("MA"); is to be performed in MA and shall be governed and construed in accordance with the laws of MA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in MA and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Sections 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family or household use and (iii) that a facsimile copy of the Lease and each related document may be treated as an original and will be admissible as legal evidence thereof.

LESSEE SIGNATURE

You agree that this is a non-cancelable lease. The Equipment is: New

Signature: DocuSigned by: Jason Hansen 398C2D15B95149B... Date: May 18, 2020

X

Title: Chief Executive Officer

Print Name: Jason Hansen

Legal Name of Corporation: BRIDGE DIAGNOSTICS, LLC

GUARANTY

I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. **This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Massachusetts and I consent to non-exclusive jurisdiction in any state or federal court in Massachusetts and waive trial by jury.**

Signature: DocuSigned by: Jason Hansen 398C2D15B95149B... Date: May 18, 2020

Jason Hansen
Print Name

LESSOR

Thermo Fisher Financial Services, Inc.
Lease Processing Center, 168 Third Ave, Waltham MA 02451
PHONE: 800-986-9731 FAX: 800-952-4490

Commencement Date: 9/14/2020

Lease Number: [redacted]7650

Accepted By: DocuSigned by: Amy Callahan 82C264EB1EFF474...

ACCEPTANCE

The Equipment has been received, and installed and accepted for the purposes of this Lease. You agree that we may, at our discretion, confirm by telephone your acceptance of the equipment.

Signature: DocuSigned by: Jason Hansen 398C2D15B95149B... Date: September 14, 2020

Print Name: Jason Hansen Title: Chief Executive Officer

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EXHIBIT 2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Lien Solutions
800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071
USA

DOCUMENT NUMBER: 88877210002
FILING NUMBER: 20-7779102994
FILING DATE: 05/18/2020 16:51

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME BRIDGE DIAGNOSTICS, LLC				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	1c. MAILING ADDRESS 110 Theory, Suite 150	CITY Irvine	STATE CA	POSTAL CODE 92617	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Thermo Fisher Financial Services, Inc.				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	3c. MAILING ADDRESS 168 Third Ave	CITY Waltham	STATE MA	POSTAL CODE 02451	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
QS5 384 (A28575) (1), ADHESIVE COVERS (4360954) (1), ROI BACKGROUND PLATES (4432320) (1), TAQMAN RNASE (4455280) (1), HARDSHELL PLATE
CLEAR (4483285) (1), CAL PLATE 1 (A26334) (1), CAL PLATE 2 (A26335) (1), ORIENTATION FULLDAY (A28807) (1), 12K FLEX384WELL (4471134)
(6), CALIBRATION INSTALL (4432470) (6), BASIC TRG CUST (4475955) (6) ,QPCR DSKTP (A41319) (6), SVC (A28484) (1), IQOQ SVC (4471980) (6)

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
CA-0-75124511-59109126

FILING OFFICE COPY

EXHIBIT 3

(Page 9 of 47)

[redacted]7650

ASSIGNMENT AND BILL OF SALE

ASSIGNMENT and BILL OF SALE, made as of the 9/18/2020 by and between THERMO FISHER FINANCIAL SERVICES INC, a Delaware corporation, having principal offices at 168 Third Avenue, Waltham, MA 02451 (the "Assignor"), and De Lage Landen (DLL) a Michigan corporation, having an office 1111 Old Eagle School, Wayne, PA 19087 (the "Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to a Private Label Vendor Agreement dated as of 9/29/05 together with all other agreements, instruments and documents executed in connection therewith, as any or all of the foregoing may from time to time be amended, modified or supplemented (collectively, the "Agreement")), pursuant to which DLL has, among other things, purchased from Seller paper evidencing deferred payment obligations of Seller's customers and the equipment which is the subject of the paper; and

WHEREAS, as a condition to the purchase of the paper, Assignee has required that the Assignor enter into and deliver this Assignment and Bill of Sale; and

WHEREAS, all capitalized terms used in this Assignment and not defined herein, but which are defined in the Agreement, shall have the respective meanings ascribed thereto in the Agreement;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Assignor, pursuant to the Agreement, hereby sells, assigns, transfers and sets over unto Assignee, and Assignee's successors and assigns forever, all of the Assignor's right, title and interest (but none of its obligations) in and to the paper described on Schedule 1 annexed hereto and made a part hereof (the "Paper") and the Equipment which is the subject thereof.
2. This Assignment is not intended to and shall not subject Assignee to any of the obligations of Assignor under the Paper or in any way release, modify or excuse the obligations of Assignor under the Paper.
3. Assignor agrees to comply with, perform and discharge each and every obligation, covenant, condition, duty and agreement to be performed by the Assignor under the Paper or any other agreement with the Obligors.

4. Assignor reaffirms all of its representations and warranties contained in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

THERMO FISHER FINANCIAL SERVICES INC.

By:_____

Title: Operations Manager

De Lage Landen Financial Services, Inc.

By:_____

Title: Authorized Signatory

Exhibit “8”

Fill in this information to identify the case:

Debtor 1 Bridge Diagnostic, LLC

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court **Central District of California**

Case number: **24−10803**

FILED
U.S. Bankruptcy Court
Central District of California
6/7/2024
Kathleen J. Campbell, Clerk

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Thermo Fisher Financial Services, Inc.
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Thermo Fisher Financial Services, Inc.	Diane S. Stone
Name	Name
c/o Beverly Weiss Manne 1500 One PPG Place Pittsburgh, PA 15222	163 Third Avenue Waltham, MA 02451
Contact phone	Contact phone
Contact email bmanne@tuckerlaw.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) ____ Filed on ____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

Exhibit "8"
Page 104

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
- ☑ No
- ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. **How much is the claim?** $ 423151.10

Does this amount include interest or other charges?
- ☐ No
- ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as healthcare information.

Equipment Leases

9. **Is all or part of the claim secured?**
- ☐ No
- ☑ Yes. The claim is secured by a lien on property.

Nature of property:
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410−A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☑ Other. Describe: See attached Addendum and UCC Statements

Basis for perfection:

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $

Amount of the claim that is secured: $ 423151.10

Amount of the claim that is unsecured: $ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $

Annual Interest Rate (when case was filed) 6.1 %

- ☑ Fixed
- ☐ Variable

10. **Is this claim based on a lease?**
- ☐ No
- ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 423151.10

11. **Is this claim subject to a right of setoff?**
- ☑ No
- ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No ☐ Yes. *Check all that apply*:	**Amount entitled to priority**
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
	☐ Up to $3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
	☐ Wages, salaries, or commissions (up to $15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	$

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

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

Executed on date 6/7/2024
MM / DD / YYYY

/s/ Diane S. Stone
Signature

Print the name of the person who is completing and signing this claim:

Name: Diane S. Stone
First name Middle name Last name

Title:

Company:

Identify the corporate servicer as the company if the authorized agent is a servicer

Address: 168 Third Avenue
Number Street

Waltham, MA 02451
City State ZIP Code

Contact phone 781−309−3504 Email diane.stone@thermofisher.com

Exhibit "8"
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Addendum to Proof of Claim - Thermo Fisher Financial Services, Inc.
In re Bridge Diagnostic, LLC
Bankr. C.D. Cal. Case No. 8:24-bk-10803-TA

1. Thermo Fisher Financial Services, Inc. ("**Claimant**") files this Addendum to Proof of Claim evidencing Claimant's claims against Bridge Diagnostic, LLC (the "**Debtor**") as of the Debtor's Petition Date of March 29, 2024 ("**Petition Date**").

2. Claimant's claims against the Debtor (collectively, the "**Claim(s)**") arise from, among other things, three Lease Agreements (collectively, the "**Leases**"). Pursuant to the Leases, the Debtor agreed to lease certain equipment from the Claimant, and, to the extent any lease is not a true lease but a secured claim, each Lease is perfected by a UCC-1 Financing Statement filed with the state of California, Secretary of State. Copies of the UCC-1 Financing are attached hereto as Exhibit "A." The Leases and UCC-1 Financing Statements are itemized below:

Lease Number	Date of Lease	UCC Financing Statement	UCC Filing Date
2000-0006808	12/20/2021	U210208207422	12/7/2021
2000-0006482	4/12/2021	79281904	3/4/2021
2000-0007505-ETA-RP	12/21/2022	90511706	12/21/2022

3. Total Claim. The Total Claim is **$423,151.10**, itemized as follows:

Payment Type	Remaining Balance Due and Owing
Lease Payment without Service on Lease 2000-0006482 (19 Payments Remaining)	$189,411.57
Late Fee on Lease 2000-0006482	$2,490.00
Lease Payment without Service on Lease 2000-0006808 (21 Payments Remaining)	$120,505.98
Late Fee on Lease 2000-0006808	$2,124.00
Lease Payment without Service on Lease 2000-0007505-ETA-RP (3 Payments Remaining)	$115,523.31
Late Fee on Lease 2000-0007505-ETA-RP	$7,700.00
Warranty on Lease 2000-0006808	$30,396.24
Less Payments from Sale of Equipment for Lease 2000-0006808	-$45,000
Total Amount Due	$423,151.10

4. Reservation of Rights. Claimant reserves the right to amend this Proof of Claim to narrow or expand the Claims asserted, including but not limited to (i) specifying different debtor(s) against which any portion of the Claims are asserted, (ii) increasing, including but not limited to adding interest, penalties, attorneys' fees, and charges, in connection with any of the Claims asserted herein, (iii) adding any additional claims that may arise after the Assignment Date (iv) modifying the priority asserted in connection with any of the Claims, including but not limited to administrative expense priority, (v) asserting any lien or security interest on property of the Assignor purporting to secure any Claims, and/or (vi) impairing or limiting cure rights of Claimant, if any, in the event Assignor determines to assume and/or assume and assign the Contract.

5. The filing of this Proof of Claim is not intended to waive any rights under applicable non-bankruptcy law, including but not limited to consenting to the jurisdiction of this Court or of any court administering this insolvency proceeding. Claimant does not consent to the personal jurisdiction of this court or service of process in connection with any proceeding other than the assertion and defense of the within Claims. To the extent otherwise available under applicable non-bankruptcy law and/or any agreements between the parties, Claimant does not waive, and hereby expressly reserves, (i) any and all rights to demand a jury trial in accordance with applicable law in connection with each of the Claims, and (ii) any and all rights to demand a resolution of the Claims or any other claims between Claimant and the Assignor by arbitration or other means of alternative dispute resolution.

EXHIBIT A

U210108207422

B0452-5000 12/07/2021 9:12 AM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
UCC FINANCING STATEMENT (UCC 1)
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File #: U210108207422

Date Filed: 12/7/2021

Submitter Information:

Contact Name	WOLTERS KLUWER LIEN SOLUTIONS
Organization Name	LIEN SOLUTIONS
Phone Number	800-331-3282
Email Address	uccfilingreturn@wolterskluwer.com
Address	P.O. BOX 29071 GLENDALE, CA 912099071

Debtor Information:

Debtor Name	Mailing Address
BRIDGE DIAGNOSTICS, LLC	110 THEORY, SUITE 150 IRVINE, CA 92617

Secured Party Information:

Secured Party Name	Mailing Address
THERMO FISHER FINANCIAL SERVICES, INC.	168 THIRD AVE WALTHAM, MA 02451

Indicate how documentation of Collateral is provided:
Entered as Text

Description:
KINGFISHER FLEX(5400630)(3), IQOQ(A29084)(3), GTS QS12K OA(4471021GTS)

Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative:
Not Applicable

Select an alternate Financing Statement type:

Select an additional alternate Financing Statement type:

Select an alternative Debtor/Secured Party designation for this Financing Statement:

Optional Filer Reference Information:
83791678

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iLien Cover Page

Date Printed: 03/04/2021

Debtor:
BRIDGE DIAGNOSTICS, LLC
110 Theory, Suite 150
Irvine, CA 92617

Lender Bill Code:
REF2:
REF3:
REF4:
Ref5:
Ref6:
Ref7:
Law Firm Bill Code:

iLien File #: 78045497
Order Confirmation #: 79281904

UserID: 251963
UserName: AMY CALLAHAN
Number of Collateral Pages Attached: 0

Transaction Type: Original
Jurisdiction: CA, Secretary of State

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 8187 - Thermo Fisher

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

79281904
CALI

File with: Secretary of State, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: BRIDGE DIAGNOSTICS, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
110 Theory, Suite 150	Irvine	CA	92617	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Thermo Fisher Financial Services, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
168 Third Ave	Waltham	MA	02451	USA

4. COLLATERAL: This financing statement covers the following collateral:
GTS QS12K OA BLOCK(4471067GTS), IQOQ SVC(4472009)(6), GTS QS 12K FLEX OA(4471091GTS)(5)

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
79281904

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

Exhibit "8"
Page 112

iLien Cover Page

Date Printed: 12/21/2022

Debtor:
BRIDGE DIAGNOSTICS, LLC
111 Theory
Suite 100
Irvine, CA 92617

Lender Bill Code:
REF2:
REF3:
REF4:
Ref5:
Ref6:
Ref7:
Law Firm Bill Code:

iLien File #: 85767399
Order Confirmation #: 90511706

UserID: 251963
UserName: AMY CALLAHAN
Number of Collateral Pages Attached: 0

Transaction Type: Original
Jurisdiction: CA, Secretary of State

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
8187 - Thermo Fisher
90511706
CALI

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

File with: Secretary of State, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: BRIDGE DIAGNOSTICS, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
111 Theory, Suite 100	Irvine	CA	92617	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Thermo Fisher Financial Services, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
168 Third Ave	Waltham	MA	02451	USA

4. COLLATERAL: This financing statement covers the following collateral:
All equipment of any make or manufacture financed by or leased to Debtor by Secured Party under Contract Number 2000-0007505-ETA-RP, together with (1) all substitutions, replacements, or upgrades for the foregoing equipment, (2) all components, additions, attachments, and accessions of the foregoing equipment; and (3) all insurance and/or other proceeds of any type relating to the foregoing equipment.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
90511706

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

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Exhibit “9”

Fill in this information to identify the case:
Debtor 1 Bridge Diagnostic, LLC
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court **Central District of California**
Case number: **24−10803**

FILED
U.S. Bankruptcy Court
Central District of California
6/7/2024
Kathleen J. Campbell, Clerk

Official Form 410
Proof of Claim
04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
First Insurance Funding
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
☑ No
☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
First Insurance Funding	
Name	Name
PO Box 7000 Carol Stream, IL 6197−7000	
Contact phone 800−837−3707	Contact phone
Contact email legal@firstinsurancefunding.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
☑ No
☐ Yes. Claim number on court claims registry (if known) ____ Filed on ____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
☑ No
☐ Yes. Who made the earlier filing?

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4081

7. **How much is the claim?** $ 21584.58
Does this amount include interest or other charges?
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as healthcare information.
Money Loaned

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410−A) with this *Proof of Claim*.
☐ Motor vehicle
☑ Other. Describe: Insurance Premium and Credits

Basis for perfection: Cal Fin Code § 18591
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ 24378.63

Amount of the claim that is secured: $ 21584.58

Amount of the claim that is unsecured: $ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ 0.00

Annual Interest Rate (when case was filed) 12.45 %

☑ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property:

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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No ☐ Yes. *Check all that apply*:	**Amount entitled to priority**
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
	☐ Up to $3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
	☐ Wages, salaries, or commissions (up to $15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	$

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☑ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

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

Executed on date 6/7/2024
MM / DD / YYYY

/s/ Soraya Mulero
Signature

Print the name of the person who is completing and signing this claim:

Name: Soraya Mulero
First name Middle name Last name

Title: Sr VP Asset Management

Company: First Insurance Funding, a Division of Lake Forest
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: 450 Skokie Blvd. Suite 1000
Number Street

Northbrook, IL 60062
City State ZIP Code

Contact phone 800−837−3707 Email legal@firstinsurancefunding.com

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LENDER:

PREMIUM FINANCE AGREEMENT

☐ Personal ☑ Commercial ☐ Additional Premium

450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
P:(800) 837-3707 F:(800) 837-3709
www.firstinsurancefunding.com

FIRST INSURANCE FUNDING
A WINTRUST COMPANY

Quote #: 54750781

INSURED/BORROWER (Name and Address as shown on Policy)	Customer ID: BRIDDA-02	**AGENT or BROKER** (Name and Business Address)
Bridge Diagnostics, LLC 111 Theory #100 Irvine, CA 92617		Hub International Kline Insurance Inc. 1525 Faraday Ave Suite 150 Carlsbad, CA 92008

LOAN DISCLOSURE

Total Premiums, Taxes, and Fees	Down Payment	Unpaid Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
38,443.10	9,148.62	29,294.48	0.00	29,294.48	1,540.60	30,835.08	12.450 %

YOUR PAYMENT SCHEDULE WILL BE: ***Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000***

Number of Payments	Amount of Each Payment		
9	3,426.12	**First Installment Due**	10/1/2023
		Installment Due Dates	1st (Monthly)

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

INSURED'S AGREEMENT:

1. SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.

2. FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the Financed Polices. The finance charge is computed using a 365-day calendar year.

3. LATE PAYMENT. For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of $10 or 5% of the delinquent installment.

4. PREPAYMENT. If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the Rule of 78s.

SCHEDULE OF POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
EKS3494226	C00089-SCOTTSDALE INSURANCE COMPANY G03503-CRC GROUP [ME:25.000 %, CX:0] [PR]	D&O	12	9/1/2023 ERN TXS/FEES FIN TXS/FEES	31,764.00 1,671.00 1,010.10
UC24526367.23	C03480-HISCOX INSURANCE CO. G03503-CRC GROUP [ME:25.000 %, CX:0] [PR]	CRME	12	9/1/2023 ERN TXS/FEES FIN TXS/FEES	3,844.00 154.00 0.00
				TOTAL	38,443.10

Q# 54750781, PRN: 091423, CFG: HUB KLINE, RT: HUBNATIONAL-20, DD: N/A, BM: Invoice, Qtd For: A59989 Original, Memo 0

5. PROMISE TO PAY. In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.

6. POWER OF ATTORNEY. INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.

7. SIGNATURE & ACKNOWLEDGEMENT. Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. **Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.**

NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

DocuSigned by: keri Angeles Pari 6DBE81D4A5FF48F... — 9/18/2023
Signature of Insured or Authorized Agent — Date

DocuSigned by: Jennifer kenyon 936A604A197A47E... — 9/18/2023
Signature of Agent — Date

FIF1122NBP

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

8. APPLICATION OF PAYMENTS. (a) Payments received by LENDER from Insured shall be applied first to installments, then to any unpaid fees. The payment of installments is prioritized over the payment of fees, which means when LENDER receives partial payments or overpayments of any installment(s), amounts previously applied to fees may be reallocated to enable a full installment(s) to be paid. This payment application method may cause fees to reappear as unpaid and owing after the payment period in which the fees were originally assessed and paid, but does not increase or otherwise change the amount of fees that Insured may be required to pay under this Agreement. (b) Any returned premium received by LENDER from the Financed Policies will be applied to reduce the total unpaid balance under this Agreement, which shall not relieve Insured of its obligation to pay any remaining installments due but may reduce the amount of such installments.

9. EFFECTIVE DATE. This Agreement will not become effective until it is accepted in writing by LENDER. LENDER will send a Notice of Acceptance to Insured to confirm this Agreement is effective.

10. DEFAULT/CANCELLATION. Insured is in default under this Agreement if (a) the Down Payment, if to be collected by LENDER, or any payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in a cancellation of the Financed Policies, Insured agrees to pay a cancellation charge for commercial loans, which will be the maximum permitted by law. No cancellation charge shall apply to personal loans. If cancellation or default occurs, Insured agrees to pay interest on the unpaid balance due at the contract rate until the balance is paid in full.

11. LIMITATION OF LIABILITY. Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER.

12. INSUFFICIENT FUNDS CHARGE. If Insured's payment is dishonored for any reason and if permitted by law, Insured will pay LENDER an insufficient funds charge equal to the maximum fee permitted by law for commercial loans and $10 for personal loans.

13. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER. Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation of the Financed Policies will be credited to the balance due with any excess paid to the Insured; the minimum refund is $1.00. Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the Financed Policies.

14. ASSIGNMENT. Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.

15. AGENT OR BROKER. Insured agrees that the Agent or Broker issuing the Financed Policies or through whom the Financed Policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. The Agent or Broker will receive from LENDER 2.21 % of the Amount Financed stated on page 1 for aiding in the administration of this Agreement relating to the Financed Policies. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.

16. COLLECTION COSTS. Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.

17. GOVERNING LAW. The loan terms subject to this Agreement are governed by applicable federal law and Illinois law (to the extent not preempted by federal law), without regard to principles of conflicts of law or choice of law. If any court finds any term herein to be invalid, such finding will not affect the remaining provisions.

18. WARRANTY OF ACCURACY. Insured represents and warrants that to the best of its knowledge: (a) the Financed Policies are in full force and effect and that the Insured has not and will not assign any interest in the Financed Policies except for the interest of mortgagees and loss payees, (b) the Down Payment and any past due payments have been paid in full to the Agent or Broker or Lender in cash or other immediately available funds, (c) all information provided herein or in connection with the Agreement is true, correct, and not misleading, (d) Insured is not insolvent nor presently involved in any insolvency proceeding, (e) Insured has no indebtedness to the insurance companies issuing the Financed Policies, (f) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of the Financed Policies, and (g) Insured has disclosed if he or she is a covered member of the armed forces or a dependent of a covered member as defined in the Military Lending Act.

19. ADDITIONAL PREMIUMS. (a) Insured expressly agrees to (i) fully and timely comply with all audits by the insurance companies issuing the Financed Policies, (ii) timely provide complete and accurate payroll information, if applicable, and (iii) pay to the insurance companies any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. (b) Insured, or Agent or Broker, may request that LENDER finance additional policies and/or additional premiums (the "Additional Premiums") for Insured during the term of this Agreement. If LENDER agrees, LENDER will send a Notice of Acceptance to Insured to confirm its approval to finance the Additional Premiums. For commercial loans, this Agreement shall be deemed amended on the date of the Notice of Acceptance to consolidate the Additional Premiums with Financed Policies into a single and indivisible loan transaction subject to this Agreement (with applicable changes to the payment schedule), and the Additional Premiums shall be "Financed Policies" on the date of the Notice of Acceptance. For personal loans, LENDER (or Agent or Broker on LENDER's behalf) will provide a separate Premium Finance Agreement to Insured for any Additional Premiums.

20. CORRECTIONS. LENDER may insert the names of insurance companies or policy numbers in the Schedule of Policies, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement.

21. NON-WAIVER. Not Applicable.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, the signer of this Agreement (whether Insured or its agent) has valid authority to bind Insured and any other insureds named under the Financed Policies to the terms of this Agreement, including the Power of Attorney provision, Insured's signature is genuine, and the Down Payment has been received from Insured (unless the Down Payment was made to Lender), (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the Financed Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, and will promptly reimburse LENDER for any loss or expense incurred in connection with any incidence of fraud or lack of valid authority on behalf of Insured or any other named insureds with respect to the terms of this transaction, the Agreement, or the Financed Policies, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

FIRST INSURANCE FUNDING
A WINTRUST COMPANY

Account #	Account Name
900-99714081	NDIP Bridge Diagnostics, LLC

Policy Total	$	38,443.10
Less Down Payment	$	(9,148.62)
Amount Financed	$	29,294.48
Documentary Stamp Tax	$	-
Finance Charges	$	1,540.60
Total of Payments	**$**	**30,835.08**
Additional Fees		
Total of Late/Cancel/NSF Fees	$	1,370.48
Post Maturity Interest	$	-
Less Credits		
Total of late/cancel/NSF Fees Waived	$	-
Total of Payments	$	(10,620.98)
Total Returned Premium	$	-
Interest Rebate	$	-
Premium Finance Agreement Balance	**$**	**21,584.58**
Fee Per Contract	**$**	**-**
Total Loan Obligation	**$**	**21,584.58**

Payment History

Date	Type	Method	Serial Number	Additional Information	Amount	Balance
						$ 30,835.08
10/11/2023	Late Fee	Assessed Fee		Installment #1: Automatically Assessed	$ (171.31)	$ 31,006.39
10/24/2023	Payment	Check	10250547	e-Payment - Check	$ 3,597.43	$ 27,408.96
11/11/2023	Late Fee	Assessed Fee		Installment #2: Automatically Assessed	$ (171.31)	$ 27,580.27
12/11/2023	Late Fee	Assessed Fee		Installment #3: Automatically Assessed	$ (171.31)	$ 27,751.58
12/12/2023	Payment	Check	10518142	e-Payment - Check	$ 7,023.55	$ 20,728.03
1/11/2024	Late Fee	Assessed Fee		Installment #4: Automatically Assessed	$ (171.31)	$ 20,899.34
2/11/2024	Late Fee	Assessed Fee		Installment #5: Automatically Assessed	$ (171.31)	$ 21,070.65
3/11/2024	Late Fee	Assessed Fee		Installment #6: Automatically Assessed	$ (171.31)	$ 21,241.96
4/11/2024	Late Fee	Assessed Fee		Installment #7: Automatically Assessed	$ (171.31)	$ 21,413.27
5/11/2024	Late Fee	Assessed Fee		Installment #8: Automatically Assessed	$ (171.31)	$ 21,584.58

Exhibit “10”

Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:24-bk-10803-TA

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☑ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☑ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☑ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☑ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☑ *Schedule H: Codebtors* (Official Form 206H)
- ☑ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☑ Amended *Schedule*
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ Other document that requires a declaration Eq. Sec. Hold List

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

Executed on **April 19, 2024**

X _____

Signature of individual signing on behalf of debtor

Jason Hansen

Printed name

Founder and member manager

Position or relationship to debtor

Fill in this information to identify the case:	
Debtor name	**Bridge Diagnostics, LLC**
United States Bankruptcy Court for the:	**CENTRAL DISTRICT OF CALIFORNIA**
Case number (if known):	**8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Airspace Technologies, Inc. 5909 Sea Otter PlaceSuite 200 Carlsbad, CA 92010		**Courier/Shipping**				**$156,611.94**
Alfred Lui, MD, Inc. 7 Horseshoe Lane Palos Verdes Peninsula, CA 90274		**Board member and advisor**				**$67,461.20**
Apollo Couriers Inc. 1039 W Hillcrest Blvd. Inglewood, CA 90301		**Courier/Shipping**				**$38,356.26**
David Wright Tremaine, LLP 920 Fifth Ave., Suite 3300 Seattle, WA 98104-1610		**Law Firm**				**$91,940.50**
Ellkay, LLC 200 Riverfront Blvd., 3rd Floor Elmwood Park, NJ 07407		**Software**				**$61,680.00**
FedEx - 2451-0 PO Box 7221 Pasadena, CA 91109-7321		**Courier/Shipping**				**$68,330.18**
First Insurance Funding PO Box 7000 Carol Stream, IL 60197-7000						**$41,265.03**
Hamilton Company P.O. Box 10030 Reno, NV 89520-0012		**Equipment**				**$60,432.89**

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Debtor **Bridge Diagnostics, LLC** Name

Case number *(if known)* **8:24-bk-10803-TA**

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Hologic Sales and Services, LLC 250 Campus Dr. Marlborough, MA 01752		**Lab consumables and equipment**				**$226,528.33**
Innovative Medical Management LLC 4175 E. La Palma Avenue, Suite 215 Anaheim, CA 92807		**Billing Support**				**$36,864.00**
Krystal Reed, individually and on behalf of others similarly situated c/o Ian M. Silvers/Bisnar Chase LLP 1301 Dove Street, Suite 120 Newport Beach, CA 92660		**Judgment entered on 7/27/23**				**$309,632.82**
Ross Blackburn c/o J. Jackson Waste Fennemore 8080 N. Palm Ave., 3rd Fl. Fresno, CA 93711		**This loan was intended to be a secured loan, however, the loan was not perfected as no UCC-1 was filed with the California Secretary of State prior to**				**$2,500,000.00**
Sirius Computer Solutions, Inc. P.O. Box 202289 Dallas, TX 75320-2289		**IT Support**				**$85,206.93**
Tecan US Inc P.O. Box 602740 Charlotte, NC 28260-2740		**Lab Equipment**				**$159,347.01**
The Irvine Company 662322 - S23399 PO Box 846462 Los Angeles, CA 90084-6462		**Previous landlord with multi-year lease . Needs reconciliation.**				**$448,360.84**
The Irvine Company - 2207 (110 Theory #1 662312-150-S22207 PO Box 846407 Los Angeles, CA 90084-6407						**$65,434.80**

Debtor **Bridge Diagnostics, LLC** Name

Case number *(if known)* **8:24-bk-10803-TA**

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
TXPSI, LLC 298 Industrial Blvd Bastrop, TX 78602		**Security services for Covid collection sites**				**$81,765.85**
U.S. HealthTek, Inc. 5501 Merchants View Square, #744 Haymarket, VA 20169		**Consultant**				**$262,755.00**
Waveland RCM, LLC 1150 First Avenue, Suite 511 King of Prussia, PA 19406		**Billing support**				**$49,745.55**
Xifin, Inc. 12225 El Camino Real, Ste 100 San Diego, CA 92130-3081		**Lab and billing software provider**				**$214,671.24**

United States Bankruptcy Court
Central District of California

In re **Bridge Diagnostics, LLC** Debtor(s)
Case No. **8:24-bk-10803-TA**
Chapter **11**

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest

-NONE-

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the **Founder and member manager** of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **April 19, 2024**

Signature
Jason Hansen

Penalty for making a false statement of concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

Sheet 1 of 1 in List of Equity Security Holders

STATEMENT OF RELATED CASES
INFORMATION REQUIRED BY LBR 1015-2
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Laguna Beach , California.

Date: **April 19, 2024**

Jason Hansen
Signature of Debtor 1

Signature of Debtor 2

Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) **8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 206Sum

Summary of Assets and Liabilities for Non-Individuals

12/15

Part 1: Summary of Assets

1. ***Schedule A/B: Assets-Real and Personal Property*** (Official Form 206A/B)

   1a. **Real property:**
   Copy line 88 from *Schedule A/B*..... $ **0.00**

   1b. **Total personal property:**
   Copy line 91A from *Schedule A/B*..... $ **14,879,557.41**

   1c. **Total of all property:**
   Copy line 92 from *Schedule A/B*..... $ **14,879,557.41**

Part 2: Summary of Liabilities

2. ***Schedule D: Creditors Who Have Claims Secured by Property*** (Official Form 206D)
   Copy the total dollar amount listed in Column A, *Amount of claim,* from line 3 of *Schedule D*..... $ **6,012,733.00**

3. ***Schedule E/F: Creditors Who Have Unsecured Claims*** (Official Form 206E/F)

   3a. Total claim amounts of priority unsecured claims:
   Copy the total claims from Part 1 from line 5a of *Schedule E/F*..... $ **0.00**

   3b. Total amount of claims of nonpriority amount of unsecured claims:
   Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*..... +$ **5,748,377.75**

4. **Total liabilities** .....
   Lines 2 + 3a + 3b $ **11,761,110.75**

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Exhibit "10"
Page 127

Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) **8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. **Does the debtor have any cash or cash equivalents?**

☐ No. Go to Part 2.

■ Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor			Current value of debtor's interest
3. **Checking, savings, money market, or financial brokerage accounts** *(Identify all)* Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	
3.1. **PNC BANK**	**Checking**	**8949**	**$0.00**
3.2. **PNC BANK**	**Lockbox**	**9649**	**$0.00**
3.3. **EAST WEST BANK**	**DIP EWB General Account**	**9593**	**$52,720.41**
3.4. **EAST WEST BANK**	**DIP Payroll Account**	**9600**	**$0.00**
4. **Other cash equivalents** *(Identify all)*			
5. **Total of Part 1.** Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.			**$52,720.41**

Part 2: Deposits and Prepayments

6. **Does the debtor have any deposits or prepayments?**

■ No. Go to Part 3.

☐ Yes Fill in the information below.

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Debtor **Bridge Diagnostics, LLC** Case number *(If known)* **8:24-bk-10803-TA**
Name

Part 3: Accounts receivable

10. **Does the debtor have any accounts receivable?**

☐ No. Go to Part 4.
■ Yes Fill in the information below.

11. **Accounts receivable**

	face amount		doubtful or uncollectible accounts		
11a. 90 days old or less:	**36,000.00**	-	**0.00**	=	**$36,000.00**
11b. Over 90 days old:	**12,500,000.00**	-	**0.00**	=....	**$12,500,000.00**

12. **Total of Part 3.**
Current value on lines 11a + 11b = line 12. Copy the total to line 82.

$12,536,000.00

Estimated - Unknown at this time.

Part 4: Investments

13. **Does the debtor own any investments?**

■ No. Go to Part 5.
☐ Yes Fill in the information below.

Part 5: Inventory, excluding agriculture assets

18. **Does the debtor own any inventory (excluding agriculture assets)?**

☐ No. Go to Part 6.
■ Yes Fill in the information below.

	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	**Raw materials**				
20.	**Work in progress**				
21.	**Finished goods, including goods held for resale**				
22.	**Other inventory or supplies** **Lab supplies and consumables**		**$116,087.00**		**$116,087.00**

23. **Total of Part 5.**
Add lines 19 through 22. Copy the total to line 84.

$116,087.00

24. **Is any of the property listed in Part 5 perishable?**
☐ No
■ Yes

25. **Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?**
☐ No
■ Yes. Book value **116,087.00** Valuation method _____ Current Value **0.00**

Debtor **Bridge Diagnostics, LLC** Case number *(If known)* **8:24-bk-10803-TA**
Name

26. **Has any of the property listed in Part 5 been appraised by a professional within the last year?**
■ No
☐ Yes

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. **Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**

■ No. Go to Part 7.
☐ Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. **Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

☐ No. Go to Part 8.
■ Yes Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	**Office furniture** **This is the net book value for furniture and fixtures account. That contains chairs, furnishings, desks, etc.**	**$225,400.00**		**$225,400.00**
40.	**Office fixtures**			
41.	**Office equipment, including all computer equipment and communication systems equipment and software** **This is net book value for Debtor's Capitalized Softward account.**	**$16,450.00**		**$16,450.00**
42.	**Collectibles** *Examples*: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
43.	**Total of Part 7.** Add lines 39 through 42. Copy the total to line 86.			**$241,850.00**

44. **Is a depreciation schedule available for any of the property listed in Part 7?**
■ No
☐ Yes

45. **Has any of the property listed in Part 7 been appraised by a professional within the last year?**
■ No
☐ Yes

Part 8: Machinery, equipment, and vehicles

46. **Does the debtor own or lease any machinery, equipment, or vehicles?**

☐ No. Go to Part 9.
■ Yes Fill in the information below.

	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.	**Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles**			

Exhibit "10"
Page 130

Debtor **Bridge Diagnostics, LLC** Case number *(If known)* **8:24-bk-10803-TA**
Name

48. **Watercraft, trailers, motors, and related accessories** *Examples:* Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

49. **Aircraft and accessories**

50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**

Combined net book value of Debtor's Computer Equipment, Machinery & Equipment, and Capital Lease Asset accounts. This contains any IT equipment, lab equipment (leased or purchased), and any ancillary equipment and hardware that was capitalized.	**$1,885,900.00**		**$1,885,900.00**

51. **Total of Part 8.** **$1,885,900.00**
Add lines 47 through 50. Copy the total to line 87.

52. **Is a depreciation schedule available for any of the property listed in Part 8?**
■ No
☐ Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**
■ No
☐ Yes

Part 9: Real property

54. **Does the debtor own or lease any real property?**

■ No. Go to Part 10.
☐ Yes Fill in the information below.

Part 10: Intangibles and intellectual property

59. **Does the debtor have any interests in intangibles or intellectual property?**

■ No. Go to Part 11.
☐ Yes Fill in the information below.

Part 11: All other assets

70. **Does the debtor own any other assets that have not yet been reported on this form?**
Include all interests in executory contracts and unexpired leases not previously reported on this form.

☐ No. Go to Part 12.
■ Yes Fill in the information below.

					Current value of debtor's interest
71. **Notes receivable** Description (include name of obligor) **The Debtor owes Mr. Bowen $234,000 in executive commission, so it is likely that the $47,000 is offset by the amount owed.**	**47,000.00** Total face amount	-	**0.00** doubtful or uncollectible amount	=	**$47,000.00**

Exhibit "10"
Page 131

Debtor **Bridge Diagnostics, LLC** Case number *(If known)* **8:24-bk-10803-TA**
Name

72. **Tax refunds and unused net operating losses (NOLs)**
Description (for example, federal, state, local)

73. **Interests in insurance policies or annuities**

74. **Causes of action against third parties (whether or not a lawsuit has been filed)**

75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**

76. **Trusts, equitable or future interests in property**

77. **Other property of any kind not already listed** *Examples:* Season tickets, country club membership

78. **Total of Part 11.**
Add lines 71 through 77. Copy the total to line 90. **$47,000.00**

79. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**
■ No
☐ Yes

Exhibit "10"
Page 132

Debtor **Bridge Diagnostics, LLC** Case number *(If known)* **8:24-bk-10803-TA**
Name

Part 12: **Summary**

In Part 12 copy all of the totals from the earlier parts of the form

	Type of property	Current value of personal property	Current value of real property
80.	**Cash, cash equivalents, and financial assets.** *Copy line 5, Part 1*	**$52,720.41**	
81.	**Deposits and prepayments.** *Copy line 9, Part 2.*	**$0.00**	
82.	**Accounts receivable.** *Copy line 12, Part 3.*	**$12,536,000.00**	
83.	**Investments.** *Copy line 17, Part 4.*	**$0.00**	
84.	**Inventory.** *Copy line 23, Part 5.*	**$116,087.00**	
85.	**Farming and fishing-related assets.** *Copy line 33, Part 6.*	**$0.00**	
86.	**Office furniture, fixtures, and equipment; and collectibles.** *Copy line 43, Part 7.*	**$241,850.00**	
87.	**Machinery, equipment, and vehicles.** *Copy line 51, Part 8.*	**$1,885,900.00**	
88.	**Real property.** *Copy line 56, Part 9.....>*		**$0.00**
89.	**Intangibles and intellectual property.** *Copy line 66, Part 10.*	**$0.00**	
90.	**All other assets.** *Copy line 78, Part 11.*	**+ $47,000.00**	
91.	**Total.** Add lines 80 through 90 for each column	**$14,879,557.41**	**+** 91b. **$0.00**
92.	**Total of all property on Schedule A/B**. Add lines 91a+91b=92		**$14,879,557.41**

Exhibit "10"
Page 133

Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) **8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.

■ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. **List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.

			Column A **Amount of claim** Do not deduct the value of collateral.	*Column B* **Value of collateral that supports this claim**
2.1	**BayCap LLC** Creditor's Name **250 N, Harbor Blvd., Syite 313** **Redondo Beach, CA 90277** Creditor's mailing address Creditor's email address, if known **Date debt was incurred** **5/16/2022** **Last 4 digits of account number** **3235** **Do multiple creditors have an interest in the same property?** ■ No ☐ Yes. Specify each creditor, including this creditor and its relative priority.	**Describe debtor's property that is subject to a lien** **Medical Equipment** **Describe the lien** **UCC 1** **Is the creditor an insider or related party?** ■ No ☐ Yes **Is anyone else liable on this claim?** ■ No ☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H) **As of the petition filing date, the claim is:** Check all that apply ☐ Contingent ☐ Unliquidated ☐ Disputed	**Unknown**	**Unknown**
2.2	**BayCap LLC** Creditor's Name **250 N, Harbor Blvd., Syite 313** **Redondo Beach, CA 90277** Creditor's mailing address Creditor's email address, if known **Date debt was incurred** **9/2/2020** **Last 4 digits of account number** **1328** **Do multiple creditors have an interest in the same property?**	**Describe debtor's property that is subject to a lien** **Medical Equipment** **Describe the lien** **UCC 1** **Is the creditor an insider or related party?** ■ No ☐ Yes **Is anyone else liable on this claim?** ■ No ☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H) **As of the petition filing date, the claim is:** Check all that apply	**Unknown**	**Unknown**

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Debtor **Bridge Diagnostics, LLC** Case number (if known) **8:24-bk-10803-TA**

■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

☐ Contingent
☐ Unliquidated
☐ Disputed

2.3 **BayCap LLC**
Creditor's Name
250 N, Harbor Blvd., Syite 313
Redondo Beach, CA 90277
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
11/18/2020
Last 4 digits of account number
7529

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.4 **BayCap LLC**
Creditor's Name
250 N, Harbor Blvd., Syite 313
Redondo Beach, CA 90277
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
12/18/2020
Last 4 digits of account number
7232

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.5 **Financial Agent Services**
Creditor's Name
P.O. Box 2576
Springfield, IL 62708
Creditor's mailing address

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No

Unknown **Unknown**

Debtor **Bridge Diagnostics, LLC** Case number (if known) **8:24-bk-10803-TA**
Name

Creditor's email address, if known

☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Date debt was incurred
1/19/2023
Last 4 digits of account number
3925

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.6 **Genprobe Instruments**
Creditor's Name

10210 Genetic Center Drive
San Diego, CA 92121
Creditor's mailing address

Creditor's email address, if known

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Date debt was incurred
1/20/2022
Last 4 digits of account number
2333

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.7 **Genprobe Instruments**
Creditor's Name

10210 Genetic Center Drive
San Diego, CA 92121
Creditor's mailing address

Creditor's email address, if known

Describe debtor's property that is subject to a lien
Medica Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Date debt was incurred
1/20/2022
Last 4 digits of account number
2434

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

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Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

2.8 **Hologic Sales and Service, LLC**
Creditor's Name

250 Campus Drive Marlborough, MA 01752
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
7/14/2023
Last 4 digits of account number
3637

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.9 **Hologic Sales and Service, LLC**
Creditor's Name

250 Campus Drive Marlborough, MA 01752
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
7/14/2023
Last 4 digits of account number
4235

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.10 **Hologic Sales and Service, LLC**
Creditor's Name

250 Campus Drive Marlborough, MA 01752
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
7/14/2023

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No

Unknown **Unknown**

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Debtor **Bridge Diagnostics, LLC** Case number (if known) **8:24-bk-10803-TA**
Name

☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Last 4 digits of account number
4639

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.1 1 **Jason Hansen**
Creditor's Name

1409 Emerald Bay
Irvine, CA 92617
Creditor's mailing address

Creditor's email address, if known

Describe debtor's property that is subject to a lien
All of Debtor's assets.

Describe the lien
UCC 1

Is the creditor an insider or related party?
☐ No
■ Yes

Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Date debt was incurred
10/17/2023

Last 4 digits of account number
6224

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

$6,012,733.00 **$6,012,733.00**

2.1 2 **Metropolitan Capital Bank & Trust**
Creditor's Name

9 East Ontario Street
Chicago, IL 60611
Creditor's mailing address

Creditor's email address, if known

Describe debtor's property that is subject to a lien
Blanket filing on Debtor

Describe the lien
UCC 1

Is the creditor an insider or related party?
■ No
☐ Yes

Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Date debt was incurred
11/24/2020

Last 4 digits of account number
6934

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.1 3 **Tecan U.S., Inc.**

Describe debtor's property that is subject to a lien

Unknown **Unknown**

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Page 138

Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

Creditor's Name
9401 Globe Center Drive, Suite 140 Morrisville, NC 27560
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
3/2/2023
Last 4 digits of account number
6220

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Medical Equipment

Describe the lien
UCC
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.14 **Tecan U.S., Inc.**
Creditor's Name
9401 Globe Center Drive, Suite 140 Morrisville, NC 27560
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
3/2/2023
Last 4 digits of account number
6523

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.15 **Thermo Fisher Financial Services**
Creditor's Name
168 Third Avenue Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
1/13/2022
Last 4 digits of account number

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Unknown **Unknown**

Debtor **Bridge Diagnostics, LLC** Case number (if known) **8:24-bk-10803-TA**
Name

8540

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.16 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
1/24/2022
Last 4 digits of account number
1226

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown	Unknown

2.17 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
2/11/2022
Last 4 digits of account number
0011

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown	Unknown

2.18 **Thermo Fisher Financial Services**

Describe debtor's property that is subject to a lien

Unknown	Unknown

Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
03/04/2021
Last 4 digits of account number
1327

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.19 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
4/01/2022
Last 4 digits of account number
8026

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.20 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
5/18/2020
Last 4 digits of account number

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Unknown **Unknown**

Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

2994

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.21 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1

Is the creditor an insider or related party?
■ No
☐ Yes

Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Date debt was incurred
8/18/2020

Last 4 digits of account number
4519

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.22 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1

Is the creditor an insider or related party?
■ No
☐ Yes

Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Date debt was incurred
8/24/2021

Last 4 digits of account number
8130

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.23 **Thermo Fisher Financial Services**

Describe debtor's property that is subject to a lien

Unknown **Unknown**

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Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
9/18/2020
Last 4 digits of account number
0825

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.24 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
9/27/2021
Last 4 digits of account number
8436

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.25 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
11/29/2021
Last 4 digits of account number

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Unknown **Unknown**

Debtor **Bridge Diagnostics, LLC** Case number (if known) **8:24-bk-10803-TA**

6123

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

2.26 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
12/07/2021
Last 4 digits of account number
7422

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.27 **Thermo Fisher Financial Services**
Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
12/21/2022
Last 4 digits of account number
7420

Describe debtor's property that is subject to a lien
Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Unknown **Unknown**

2.28 **Thermo Fisher Financial Services**

Describe debtor's property that is subject to a lien

Unknown **Unknown**

Exhibit "10"
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Debtor **Bridge Diagnostics, LLC** Case number (if known) **8:24-bk-10803-TA**
Name

Creditor's Name

168 Third Avenue
Waltham, MA 02451
Creditor's mailing address

Creditor's email address, if known

Date debt was incurred
12/23/2022
Last 4 digits of account number
8423

Do multiple creditors have an interest in the same property?
■ No
☐ Yes. Specify each creditor, including this creditor and its relative priority.

Medical Equipment

Describe the lien
UCC 1
Is the creditor an insider or related party?
■ No
☐ Yes
Is anyone else liable on this claim?
■ No
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:
Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

3. **Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.** **$6,012,733.00**

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity

Exhibit "10"
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Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) **8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims?** (See 11 U.S.C. § 507).

■ No. Go to Part 2.

☐ Yes. Go to line 2.

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. **List in alphabetical order all of the creditors with nonpriority unsecured claims**. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

			Amount of claim
3.1	**Nonpriority creditor's name and mailing address** **Able Building Maintenance** **Dept. 34651** **P.O. Box 39000** **San Francisco, CA 94139** **Date(s) debt was incurred** _ **Last 4 digits of account number** **9512**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$3,492.60**
3.2	**Nonpriority creditor's name and mailing address** **AgilQuest Corporation** **9407 Hull Street Road** **North Chesterfield, CA 23236** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$3,326.40**
3.3	**Nonpriority creditor's name and mailing address** **Airspace Technologies, Inc.** **5909 Sea Otter PlaceSuite 200** **Carlsbad, CA 92010** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Courier/Shipping** Is the claim subject to offset? ■ No ☐ Yes	**$156,611.94**
3.4	**Nonpriority creditor's name and mailing address** **Alfred Lui, MD, Inc.** **7 Horseshoe Lane** **Palos Verdes Peninsula, CA 90274** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Board member and advisor** Is the claim subject to offset? ■ No ☐ Yes	**$67,461.20**

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3.5	**Nonpriority creditor's name and mailing address** **Anthem Blue Cross** **P.O. Box 51011** **Los Angeles, CA 90051-5311** **Date(s) debt was incurred** _ **Last 4 digits of account number** **3470**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Health Insurance provider** Is the claim subject to offset? ■ No ☐ Yes	**$27,469.21**
3.6	**Nonpriority creditor's name and mailing address** **Anthem Blue Cross Life** **Department L-8111** **Columbus, OH 43268-8111** **Date(s) debt was incurred** _ **Last 4 digits of account number** **0000**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$534.45**
3.7	**Nonpriority creditor's name and mailing address** **Antimicrobial Therapy, Inc.** **PO BOX 276** **Sperryville, VA 22740** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$12,500.00**
3.8	**Nonpriority creditor's name and mailing address** **Apollo Couriers Inc.** **1039 W Hillcrest Blvd.** **Inglewood, CA 90301** **Date(s) debt was incurred** _ **Last 4 digits of account number** **1733**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Courier/Shipping** Is the claim subject to offset? ■ No ☐ Yes	**$38,356.26**
3.9	**Nonpriority creditor's name and mailing address** **Aramark Services, Inc.** **PO BOX 734677** **Dallas, TX 75373-4677** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$10,005.11**
3.10	**Nonpriority creditor's name and mailing address** **ASAP Courier Company, LLC** **P.O. Box 515** **Tyrone, GA 30290** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$371.11**
3.11	**Nonpriority creditor's name and mailing address** **ATCC** **10801 University Blvd** **Manassas, VA 20110** **Date(s) debt was incurred** _ **Last 4 digits of account number** **1733**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$26,957.28**

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3.12	**Nonpriority creditor's name and mailing address** **Athenahealth, Inc** **P.O. Box 415615** **Boston, MA 02241-5615** **Date(s) debt was incurred** _ **Last 4 digits of account number** **2125**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,109.80**
3.13	**Nonpriority creditor's name and mailing address** **Barragan's Professional Cleaning Service** **3140 South Main Street 15F** **Santa Ana, CA 92707** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$750.00**
3.14	**Nonpriority creditor's name and mailing address** **BD Diagnostics U.S. Technical Support** **39 Loveton Circle MC602** **Sparks, MD 21152** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$16,589.88**
3.15	**Nonpriority creditor's name and mailing address** **Bienert Katzman Littrell Williams, LLP** **903 Calle Amanecer Suite 350** **San Clemente, CA 92673** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$19,895.36**
3.16	**Nonpriority creditor's name and mailing address** **Brent Gibbs Consulting** **227 Acadia Terrance** **Celebration, FL 34747** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$10,000.00**
3.17	**Nonpriority creditor's name and mailing address** **Change Healthcare** **P.O. Box 98347** **Chicago, IL 60693-8347** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$5,737.75**
3.18	**Nonpriority creditor's name and mailing address** **College of American Pathologists (CAP)** **PO Box 71698** **Chicago, IL 60694-1698** **Date(s) debt was incurred** _ **Last 4 digits of account number** **3602**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$10,602.50**

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3.19	**Nonpriority creditor's name and mailing address** **ComplianceLine, LLC** **8615 Cliff Cameron Drive, STE 290** **Charlotte, NC 28269** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$8,555.00**
3.20	**Nonpriority creditor's name and mailing address** **Concord Technologies - 0639** **PO Box 84125** **Seattle, WA 98124-5425** **Date(s) debt was incurred** _ **Last 4 digits of account number** **0639**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,282.96**
3.21	**Nonpriority creditor's name and mailing address** **Consensus Cloud Solutions, LLC / j2 Clou** **PO Box 51873** **Los Angeles, CA 90051-6173** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$1,668.00**
3.22	**Nonpriority creditor's name and mailing address** **CT Corporation** **PO Box 4349** **Carol Stream, IL 60197-4349** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$1,009.00**
3.23	**Nonpriority creditor's name and mailing address** **David Wright Tremaine, LLP** **920 Fifth Ave., Suite 3300** **Seattle, WA 98104-1610** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Law Firm** Is the claim subject to offset? ■ No ☐ Yes	**$91,940.50**
3.24	**Nonpriority creditor's name and mailing address** **Digi-Trax Corp.** **650 Heathrow Dr** **Lincolnshire, IL 60069** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$27,173.00**
3.25	**Nonpriority creditor's name and mailing address** **DocuSign, Inc** **221 Mian St Suite 1550** **San Francisco, CA 94105** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,978.50**

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3.26	**Nonpriority creditor's name and mailing address** **eClinicalWorks, LLC** **PO Box 847950** **Boston, MA 02284-7950** **Date(s) debt was incurred** _ **Last 4 digits of account number** **8234**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$1,742.84**
3.27	**Nonpriority creditor's name and mailing address** **Elaine Luckey** **8735 Oertel Drive** **Blaine, WA 98230** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$792.00**
3.28	**Nonpriority creditor's name and mailing address** **Ellkay, LLC** **200 Riverfront Blvd., 3rd Floor** **Elmwood Park, NJ 07407** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Software** Is the claim subject to offset? ■ No ☐ Yes	**$61,680.00**
3.29	**Nonpriority creditor's name and mailing address** **Experity, Inc.** **8777 Velocity Drive** **Machesney Park, IL 61115** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$20,800.02**
3.30	**Nonpriority creditor's name and mailing address** **FedEx - 0773-4** **PO Box 7221** **Pasadena, CA 91109-7321** **Date(s) debt was incurred** _ **Last 4 digits of account number** **7734**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$87.05**
3.31	**Nonpriority creditor's name and mailing address** **FedEx - 2451-0** **PO Box 7221** **Pasadena, CA 91109-7321** **Date(s) debt was incurred** _ **Last 4 digits of account number** **4510**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Courier/Shipping** Is the claim subject to offset? ■ No ☐ Yes	**$68,330.18**
3.32	**Nonpriority creditor's name and mailing address** **Filtrous, Inc.** **12150 Flint Place** **Poway, CA 92064** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$6,582.76**

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3.33	**Nonpriority creditor's name and mailing address** **First Insurance Funding** **PO Box 7000** **Carol Stream, IL 60197-7000** **Date(s) debt was incurred** _ **Last 4 digits of account number** **4604**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$41,265.03**
3.34	**Nonpriority creditor's name and mailing address** **Fisher & Phillips LLP** **1075 Peachtree St NE, Suite 3500** **Atlanta, GA 30309** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$9,430.00**
3.35	**Nonpriority creditor's name and mailing address** **Focus MD** **400 Southpointe Blvd, Suite 105** **Canonsburg, PA 15317** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,950.75**
3.36	**Nonpriority creditor's name and mailing address** **GenXys Health Care System Inc** **PO Box 98837 RPO the W Vancouver BC V6B** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$18,750.00**
3.37	**Nonpriority creditor's name and mailing address** **GoTo Technologies USA, Inc.** **333 Summer Street** **Boston, MA 02210-1702** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$660.00**
3.38	**Nonpriority creditor's name and mailing address** **Great American Delivery Services** **1910 S Carboy Rd** **Mount Prospect, IL 60056** **Date(s) debt was incurred** _ **Last 4 digits of account number** **1041**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$18,326.00**
3.39	**Nonpriority creditor's name and mailing address** **Greenway Health** **4301 W Boy Scout Blvd #800** **Tampa, FL 33607** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$1,719.82**

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3.40	**Nonpriority creditor's name and mailing address** **Guardian Life** **PO BOX 14319** **Lexington, KY 40512-4319** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$1,034.04**
3.41	**Nonpriority creditor's name and mailing address** **Hamilton Company** **P.O. Box 10030** **Reno, NV 89520-0012** **Date(s) debt was incurred** _ **Last 4 digits of account number** **1420**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Equipment** Is the claim subject to offset? ■ No ☐ Yes	**$60,432.89**
3.42	**Nonpriority creditor's name and mailing address** **Hardy Diagnostics** **P.O. BOX 645264** **Cincinnati, OH 45264** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$7,313.85**
3.43	**Nonpriority creditor's name and mailing address** **HelmCo Electric, Inc.** **17985 Sky Park Circle Suite J** **Irvine, CA 92614** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$21,605.00**
3.44	**Nonpriority creditor's name and mailing address** **Henry Tsai** **18322 Manitoba Ln** **Huntington Beach, CA 92648** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$4,000.00**
3.45	**Nonpriority creditor's name and mailing address** **HigherEchelon, Inc.** **101 Lowe Ave SE, Suite 3B** **Huntsville, AL 35801** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$21,136.07**
3.46	**Nonpriority creditor's name and mailing address** **Hologic Sales and Services, LLC** **250 Campus Dr.** **Marlborough, MA 01752** **Date(s) debt was incurred** _ **Last 4 digits of account number** **8882**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Lab consumables and equipment** Is the claim subject to offset? ■ No ☐ Yes	**$226,528.33**

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3.47	**Nonpriority creditor's name and mailing address** **HUB International Insurance Services Inc** **1525 Faraday Avenue, #200** **Carlsbad, CA 92008** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$970.00**
3.48	**Nonpriority creditor's name and mailing address** **Indigo BioAutomation, Inc** **385 City Center Dr., Suite #200** **Carmel, IN 46032** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$20,400.00**
3.49	**Nonpriority creditor's name and mailing address** **inGENEious RX Incorporated / Becky Winsl** **6080 Via Serena Dr** **El Paso, TX 79912** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$3,200.00**
3.50	**Nonpriority creditor's name and mailing address** **Innovative Medical Management LLC** **4175 E. La Palma Avenue, Suite 215** **Anaheim, CA 92807** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Billing Support** Is the claim subject to offset? ■ No ☐ Yes	**$36,864.00**
3.51	**Nonpriority creditor's name and mailing address** **iSalus Healthcare** **Dept Ch 18220** **Palatine, IL 60055** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$403.50**
3.52	**Nonpriority creditor's name and mailing address** **Jack Henry & Associates Inc.** **PO Box 609** **Monett, MO 65708** **Date(s) debt was incurred** _ **Last 4 digits of account number** **7068**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$462.60**
3.53	**Nonpriority creditor's name and mailing address** **Katrina Marie Gillespie** **28432 Via Cynthia** **Laguna Niguel, CA 92677** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$21,393.75**

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3.54	**Nonpriority creditor's name and mailing address** **Kelly Collins** **4740 W LARKSPUR DR** **Glendale, AZ 85304** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Previous employee** Is the claim subject to offset? ■ No ☐ Yes	**$600.00**
3.55	**Nonpriority creditor's name and mailing address** **Krystal Reed, individually and on behalf of others similarly situated** **c/o Ian M. Silvers/Bisnar Chase LLP** **1301 Dove Street, Suite 120** **Newport Beach, CA 92660** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Judgment entered on 7/27/23.** Is the claim subject to offset? ■ No ☐ Yes	**$309,632.82**
3.56	**Nonpriority creditor's name and mailing address** **Lab Insights LLC** **3451 Via Montebello, Ste 192-320** **Carlsbad, CA 92009-8942** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$8,000.00**
3.57	**Nonpriority creditor's name and mailing address** **Lab Logistics, LLC** **P.O. Box 84938** **Chicago, IL 60689** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$6,907.26**
3.58	**Nonpriority creditor's name and mailing address** **LabSoft, Inc.** **2202 N. West Shore, Suite 115** **Tampa, FL 33607** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$665.00**
3.59	**Nonpriority creditor's name and mailing address** **Learntown, Inc.** **PO Box 756** **Menlo Park, CA 94026-0756** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,000.00**
3.60	**Nonpriority creditor's name and mailing address** **Life Technologies Corporation** **12088 Collections Center Dr** **Chicago, IL 60693** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$17,054.49**

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3.61	**Nonpriority creditor's name and mailing address** **LinkedIn Corporation** **62228 Collections Center Dr** **Chicago, IL 60693-0622** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$14,190.00**
3.62	**Nonpriority creditor's name and mailing address** **Marshack Hay Wood LLP** **870 Roosevelt** **Irvine, CA 92620** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$0.00**
3.63	**Nonpriority creditor's name and mailing address** **Matijevich Assembly & Installation, LLC** **18662 Auburn Avenue** **Santa Ana, CA 92705** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$417.00**
3.64	**Nonpriority creditor's name and mailing address** **Matrix Imaging Products** **6341 Inducon Dr** **East Sanborn, NY 14132-9016** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$421.94**
3.65	**Nonpriority creditor's name and mailing address** **Medcare MSO, LLC** **1000 Cordova Place, Suite 206** **Santa Fe, NM 87505** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Billing support** Is the claim subject to offset? ■ No ☐ Yes	**$27,590.93**
3.66	**Nonpriority creditor's name and mailing address** **Medical BioWaste Solutions, INC** **25971 Pala Ste 101** **Mission Viejo, CA 92691** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,612.06**
3.67	**Nonpriority creditor's name and mailing address** **Melanie A. Botz** **5109 Hawley Blvd** **San Diego, CA 92116** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$3,000.00**

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3.68	**Nonpriority creditor's name and mailing address** **MJB Lab Consulting** **200 South Wilcox St. #443** **Castle Rock, CO 80104** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$12,871.00**
3.69	**Nonpriority creditor's name and mailing address** **Modern Embroidery, Inc.** **3300 S. Yale Street** **Santa Ana, CA 92704** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$216.50**
3.70	**Nonpriority creditor's name and mailing address** **NextGen Healthcare** **18111 Von Karman Ave., Suite 600** **Irvine, CA 92612** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$4,270.00**
3.71	**Nonpriority creditor's name and mailing address** **Nova 401(k)** **10777 Northwest Freeway, Ste 440** **Houston, TX 77092** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$739.00**
3.72	**Nonpriority creditor's name and mailing address** **OC Environmental Health Division** **1241 E Dyer Road, Suite 120** **Santa Ana, CA 92705** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$821.00**
3.73	**Nonpriority creditor's name and mailing address** **Occupational Services, Inc.** **6397 Nancy Ridge Drive** **San Diego, CA 92121** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$1,440.00**
3.74	**Nonpriority creditor's name and mailing address** **Opentrons Labworks, Inc.** **45-18 Court Square W., 2nd Floor** **Long Island City, NY 11101** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$6,428.42**

Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

3.75	**Nonpriority creditor's name and mailing address** **Optum Financial** **ATTN: Corporate Tax MN008-T390** **9900 Bren Rd E** **Minnetonka, MN 55343** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$357.02**
3.76	**Nonpriority creditor's name and mailing address** **PA Department of Health** **PO Box 500** **110 Pickering Way** **Exton, PA 19341** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$100.00**
3.77	**Nonpriority creditor's name and mailing address** **Power Digital Marketing, Inc** **2251 San Diego Ave, Suite A250** **San Diego, CA 92110** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$10,000.00**
3.78	**Nonpriority creditor's name and mailing address** **Ross Blackburn** **c/o J. Jackson Waste Fennemore** **8080 N. Palm Ave., 3rd Fl.** **Fresno, CA 93711** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **This loan was intended to be a secured loan, however, the loan was not perfected as no UCC-1 was filed with the California Secretary of State prior to the Petition Date.** Is the claim subject to offset? ■ No ☐ Yes	**$2,500,000.00**
3.79	**Nonpriority creditor's name and mailing address** **Sales Search America** **1612 Westgate Circle** **Brentwood, TN 37027** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Recruiting** Is the claim subject to offset? ■ No ☐ Yes	**$30,000.00**
3.80	**Nonpriority creditor's name and mailing address** **Sigma-Aldrich, Inc.** **PO BOX 734283** **Chicago, IL 60673-4283** **Date(s) debt was incurred** _ **Last 4 digits of account number** **9242**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$5,110.79**
3.81	**Nonpriority creditor's name and mailing address** **Sirius Computer Solutions, Inc.** **P.O. Box 202289** **Dallas, TX 75320-2289** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **IT Support** Is the claim subject to offset? ■ No ☐ Yes	**$85,206.93**

Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

3.82	**Nonpriority creditor's name and mailing address** **Six Behaviors** **1037 NE 65th St, Ste# 81896** **Seattle, WA 98115** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$290.00**
3.83	**Nonpriority creditor's name and mailing address** **SlideGenius, Inc.** **1660 Hotel Circle North, Ste 175** **San Diego, CA 92801** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$843.75**
3.84	**Nonpriority creditor's name and mailing address** **Smartlink Health Solutions** **1000 Centregreen Way, Ste 250** **Cary, NC 27513** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$3,350.00**
3.85	**Nonpriority creditor's name and mailing address** **Softchoice Corporation** **314 West Superior Street, Suite 400** **Chicago, IL 60654** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$3,449.36**
3.86	**Nonpriority creditor's name and mailing address** **South Coast Air Quality Management Distr** **PO Box 4943** **Diamond Bar, CA 91765-1943** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$160.89**
3.87	**Nonpriority creditor's name and mailing address** **Team Logic IT** **22511 Aspan St, STE F** **Lake Forest, CA 92630** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$14,278.21**
3.88	**Nonpriority creditor's name and mailing address** **Tecan US Inc** **P.O. Box 602740** **Charlotte, NC 28260-2740** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Lab Equipment** Is the claim subject to offset? ■ No ☐ Yes	**$159,347.01**

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3.89	**Nonpriority creditor's name and mailing address** **TForce Freight, Inc.** **PO BOX 7410804** **Chicago, IL 60674-0804** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$6,554.01**
3.90	**Nonpriority creditor's name and mailing address** **The Hartford - 2672 (WC)** **PO Box 660916** **Dallas, TX 75266-0916** **Date(s) debt was incurred** _ **Last 4 digits of account number** **2672**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$16,851.82**
3.91	**Nonpriority creditor's name and mailing address** **The Hartford - 9471(Commercial Pkg)** **PO Box 660916** **Dallas, TX 75266-0916** **Date(s) debt was incurred** _ **Last 4 digits of account number** **9471**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,469.00**
3.92	**Nonpriority creditor's name and mailing address** **The Irvine Company** **662322 - S23399** **PO Box 846462** **Los Angeles, CA 90084-6462** **Date(s) debt was incurred** _ **Last 4 digits of account number** **3399**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Previous landlord with multi-year lease . Needs reconciliation.** Is the claim subject to offset? ■ No ☐ Yes	**$448,360.84**
3.93	**Nonpriority creditor's name and mailing address** **The Irvine Company - 2207** **(110 Theory #1** **662312-150-S22207** **PO Box 846407** **Los Angeles, CA 90084-6407** **Date(s) debt was incurred** _ **Last 4 digits of account number** **2207**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$65,434.80**
3.94	**Nonpriority creditor's name and mailing address** **The Privateer Company, LLC** **27 Via Palacio** **San Clemente, CA 92673** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,475.00**
3.95	**Nonpriority creditor's name and mailing address** **Thomas Scientific** **1654 High Hill Rd** **PO Box 99** **Swedesboro, NJ 08085** **Date(s) debt was incurred** _ **Last 4 digits of account number** **0016**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$24,088.22**

Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

3.96	**Nonpriority creditor's name and mailing address** **TIG / Technology Integration Group** **PO Box 85244** **San Diego, CA 92186-5244** **Date(s) debt was incurred** _ **Last 4 digits of account number** **8958**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$439.83**
3.97	**Nonpriority creditor's name and mailing address** **Transcat** **35 Vantage Point Dr** **Rochester, NY 14624** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$890.00**
3.98	**Nonpriority creditor's name and mailing address** **Translational Software, Inc.** **7683 SE 27th Street, #352** **Mercer Island, WA 98040** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$11,352.16**
3.99	**Nonpriority creditor's name and mailing address** **TSS** **Dept 33265** **PO Box 39000** **San Francisco, CA 94139-3265** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$4,480.45**
3.100	**Nonpriority creditor's name and mailing address** **Twilio, Inc.** **375 Beale Street, Suite 300** **San Francisco, CA 94105** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$16.20**
3.101	**Nonpriority creditor's name and mailing address** **TXPSI, LLC** **298 Industrial Blvd** **Bastrop, TX 78602** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Security services for Covid collection sites** Is the claim subject to offset? ■ No ☐ Yes	**$81,765.85**
3.102	**Nonpriority creditor's name and mailing address** **U.S. HealthTek, Inc.** **5501 Merchants View Square, #744** **Haymarket, VA 20169** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Consultant** Is the claim subject to offset? ■ No ☐ Yes	**$262,755.00**

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3.103	**Nonpriority creditor's name and mailing address** **Unitech Services Group** **P.O. BOX 650481** **Dallas, TX 75265** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$3,323.56**
3.104	**Nonpriority creditor's name and mailing address** **UPS** **PO Box 894820** **Los Angeles, CA 90189-4820** **Date(s) debt was incurred** _ **Last 4 digits of account number** **51RW**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$17,745.90**
3.105	**Nonpriority creditor's name and mailing address** **Veolia Environmental Services** **P.O. Box 73709** **Chicago, IL 60673-7709** **Date(s) debt was incurred** _ **Last 4 digits of account number** **9694**	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Lab service** Is the claim subject to offset? ■ No ☐ Yes	**$33,287.78**
3.106	**Nonpriority creditor's name and mailing address** **VetaTek, LLC** **1533 Martingale Ct** **Carlsbad, CA 92011** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$2,815.14**
3.107	**Nonpriority creditor's name and mailing address** **VWR International** **PO Box 640169** **Pittsburgh, PA 15264-0169** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$18,467.37**
3.108	**Nonpriority creditor's name and mailing address** **Waveland RCM, LLC** **1150 First Avenue, Suite 511** **King of Prussia, PA 19406** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Billing support** Is the claim subject to offset? ■ No ☐ Yes	**$49,745.55**
3.109	**Nonpriority creditor's name and mailing address** **We Konnect, Inc.** **9151 Atlanta Ave, Unit 7706** **Huntington Beach, CA 92615** **Date(s) debt was incurred** _ **Last 4 digits of account number** _	**As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** _ Is the claim subject to offset? ■ No ☐ Yes	**$1,104.16**

Debtor **Bridge Diagnostics, LLC** Name — Case number (if known) **8:24-bk-10803-TA**

3.110 **Nonpriority creditor's name and mailing address**
Wheels Assured Logistics LLC
PO Box 47364,
Indianaapolis, IN 46247
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.* **$19,674.20**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: _
Is the claim subject to offset? ■ No ☐ Yes

3.111 **Nonpriority creditor's name and mailing address**
Xifin, Inc.
12225 El Camino Real, Ste 100
San Diego, CA 92130-3081
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.* **$214,671.24**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: **Lab and billing software provider**
Is the claim subject to offset? ■ No ☐ Yes

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	$ **0.00**
5b. Total claims from Part 2	5b. +	$ **5,748,377.75**
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	$ **5,748,377.75**

Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) **8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

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Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. **Does the debtor have any executory contracts or unexpired leases?**

☐ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

■ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases		**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
2.1. State what the contract or lease is for and the nature of the debtor's interest	**Premier Workspace License Agreement**	
State the term remaining	**01/31/2025**	**120 Vantis Property, LLC 120 Vantis Drive, Suite 300 Aliso Viejo, CA 92656**
List the contract number of any government contract		
2.2. State what the contract or lease is for and the nature of the debtor's interest	**Hamilton Extraction STAR - Medical Equipment**	
State the term remaining	**6/1/27**	**DLL 1111 Old Eagle School Road Wayne, PA 19087**
List the contract number of any government contract		
2.3. State what the contract or lease is for and the nature of the debtor's interest	**Tecan Robots (2) - Medical Equipment**	
State the term remaining	**8/13/2025**	**Tecan USA, Inc. 9401 Globe Center Drive, Suite 140 Morrisville, NC 27560**
List the contract number of any government contract		
2.4. State what the contract or lease is for and the nature of the debtor's interest	**Kingfisher Flex (4) - Medical Equipment**	
State the term remaining	**11/13/2025**	**Thermo Fisher 168 Third Avenue Waltham, MA 02451**
List the contract number of any government contract		

Exhibit "10"
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Debtor 1 **Bridge Diagnostics, LLC** (First Name Middle Name Last Name) Case number (*if known*) **8:24-bk-10803-TA**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases		State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.5. State what the contract or lease is for and the nature of the debtor's interest	**Fisher QCPR Tower - Medical Equipment**	
State the term remaining	**12/2/25**	**Thermo Fisher** **168 Third Avenue** **Waltham, MA 02451**
List the contract number of any government contract		
2.6. State what the contract or lease is for and the nature of the debtor's interest	**GTS QS12K Block - Lease ID 2000-0006482 - Medical Equipment**	
State the term remaining	**2/4/26**	**Thermo Fisher** **168 Third Avenue** **Waltham, MA 02451**
List the contract number of any government contract		
2.7. State what the contract or lease is for and the nature of the debtor's interest	**Kingfisher Flex (3) + QS12 - Lease ID 2000-0006808 - Medical Equipment**	
State the term remaining	**12/7/24**	**Thermo Fisher** **168 Third Avenue** **Waltham, MA 02451**
List the contract number of any government contract		

Exhibit "10"
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Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) **8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 206H
Schedule H: Your Codebtors

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Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Do you have any codebtors?

■ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
☐ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

	Column 1: **Codebtor**			*Column 2:* **Creditor**	
	Name	**Mailing Address**		**Name**	*Check all schedules that apply:*
2.1		Street City State Zip Code			☐ D ☐ E/F ☐ G
2.2		Street City State Zip Code			☐ D ☐ E/F ☐ G
2.3		Street City State Zip Code			☐ D ☐ E/F ☐ G
2.4		Street City State Zip Code			☐ D ☐ E/F ☐ G

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Fill in this information to identify the case:

Debtor name **Bridge Diagnostics, LLC**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) **8:24-bk-10803-TA**

☐ Check if this is an amended filing

Official Form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy 04/22

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income

1. **Gross revenue from business**

☐ None.

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year	Sources of revenue Check all that apply	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date: From **1/01/2024** to **Filing Date**	■ Operating a business ☐ Other	**$12,492.00**
For prior year: From **1/01/2023** to **12/31/2023**	■ Operating a business ☐ Other	**$3,244,892.00**
For year before that: From **1/01/2022** to **12/31/2022**	■ Operating a business ☐ Other	**$58,764,973.00**

2. **Non-business revenue**
Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

■ None.

Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)

Part 2: List Certain Transfers Made Before Filing for Bankruptcy

3. **Certain payments or transfers to creditors within 90 days before filing this case**
List payments or transfers--including expense reimbursements--to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than $7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☐ None.

Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer *Check all that apply*

Exhibit "10"
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Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

	Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer *Check all that apply*
3.1.	**American Express Business Gold P.O. Box 0001 Account No.: 21008 Los Angeles, CA 90096-8000**	**1/16/2024**	**$11,992.81**	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ■ Other **Credit Card Payment**
3.2.	**American Express Business Platinum P.O. Box 0001 Account No.: 11001 Los Angeles, CA 90096-8000**	**1/16/2024**	**$25,000.00**	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ■ Other **Credit Card Payment**
3.3.	**American Express Business Platinum P.O. Box 0001 Los Angeles, CA 90096-8000**	**2/12/2024**	**$45,645.44**	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ■ Other **Credit Card Payment**
3.4.	**American Express Gold P.O. Box 0001 212/2024 Los Angeles, CA 90096-8000**	**2/12/2024**	**$6,880.21**	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ■ Other **Credit card payment**
3.5.	**American Express Gold P.O. Box 0001 Account No.: 21008 Los Angeles, CA 90096-8000**	**3/14/2024**	**$4,948.09**	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ■ Other **Credit card payment**
3.6.	**American Express Platinum P.O. Box 0001 Accont No. 11001 Los Angeles, CA 90096-8000**	**3/14/2024**	**$10,819.93**	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ■ Other **Credit card payment**

4. **Payments or other transfers of property made within 1 year before filing this case that benefited any insider**
List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than $7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None.

Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer

Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

	Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer
4.1.	**Jason Hansen** **120 Vantis Drive, Suite 570** **Aliso Viejo, CA 92656** **Managing Member**	**1. 3/29/2023 to 3/29/2024** **2. 12/2023** **3. 6/2023** **4. 2/26/24** **5. 3/29/24**	**$471,453.29**	**1 - Gross pay over 26 paychecks is $24,390.** **1 - Total benefits sponsored $43,646.** **2 - Reimbursement for payroll advances $209,247.99 in December 2023.** **3 - Repayment of short term loan in June 2023 of $40,000. Balance was $1,390,060 prior to that repayment.** **4. Payment on 2/26/24 of 4 months of interest (Oct '23-Jan '24) of $102,712.20.** **5. Payment on 3/29/24 of 2 months of interest (Feb-Mar '24) of $51,356.10.**
4.2.	**Jason Hansen** **120 Vantis Drive, Suite 570** **Aliso Viejo, CA 92656** **Managing Member**		**$2,500,000.00**	**Guarantor for loan from Ross Blackburn to Debtor**

5. **Repossessions, foreclosures, and returns**
List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

■ None

Creditor's name and address	Describe of the Property	Date	Value of property

6. **Setoffs**
List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

■ None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount

Part 3: Legal Actions or Assignments

7. **Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**
List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None.

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.1.	**Krystal Reed, individually, and on behalf of all others similarly situation v Bridge Diagnostics, LLC** **8:21-cv-01409-CJC-KES**	**Class and Collective Action Under rule 23 of the Federal Rules of Civil Procedure and Under the Fair Labor Standards Act, 29 U.S.C. Section 216(b)**	**United States District Court** **411 West Fourth Street** **Santa Ana, CA 92701**	☐ Pending ☐ On appeal ☐ Concluded

Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

8. Assignments and receivership
List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

■ None

Part 4: Certain Gifts and Charitable Contributions

9. **List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than $1,000**

■ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value

Part 5: Certain Losses

10. **All losses from fire, theft, or other casualty within 1 year before filing this case.**

■ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B *(Schedule A/B: Assets – Real and Personal Property)*.	Dates of loss	Value of property lost

Part 6: Certain Payments or Transfers

11. **Payments related to bankruptcy**
List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☐ None.

	Who was paid or who received the transfer? Address	If not money, describe any property transferred	Dates	Total amount or value
11.1.	**Marshack Hays Wood LLP** **870 Roosevelt** **Irvine, CA 92602**	**Retainers below were applied for pre-petition services rendered. Currently, Marshack Hays Wood LLP is holding $38,316 in trust until the Court approves any fee applications.** **8/3/23 - $10,000** **12/15/23 - $21,561** **3/28/24 - $40,000**	**8/4/23** **12/15/23** **3/29/24**	**$71,561.00**

Email or website address

Who made the payment, if not debtor?
Debtor

12. **Self-settled trusts of which the debtor is a beneficiary**
List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.
Do not include transfers already listed on this statement.

■ None.

Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value

13. **Transfers not already listed on this statement**
List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

■ None.

Who received transfer? Address	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value

Part 7: Previous Locations

14. **Previous addresses**
List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☐ Does not apply

	Address	Dates of occupancy From-To
14.1.	**111 Theory, Suite 150 Irvine, CA 92617**	**May 2020 to Mid 2023**
14.2.	**110 Theory, Suite 200 Irvine, CA 92617**	**2021 Short term before 111 Theory**
14.3.	**111 Theory, Suite 100 Irvine, CA 92617**	**April 2022 to December 2023**

Part 8: Health Care Bankruptcies

15. **Health Care bankruptcies**
Is the debtor primarily engaged in offering services and facilities for:
- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

☐ No. Go to Part 9.
■ Yes. Fill in the information below.

	Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
15.1.	**Bridge Diagnostics, LLC 120 Vantis, Suite 570 Aliso Viejo, CA 92656**	**Clinical diagnostics laboratory**	

Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.
120 Vantis, Suite 570, Aliso Viejo, CA 92656

How are records kept?
Check all that apply:
■ Electronically
☐ Paper

Part 9: Personally Identifiable Information

16. **Does the debtor collect and retain personally identifiable information of customers?**

■ No.
☐ Yes. State the nature of the information collected and retained.

Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

17. **Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**

☐ No. Go to Part 10.
■ Yes. Does the debtor serve as plan administrator?

☐ No Go to Part 10.
■ Yes. Fill in below:

Name of plan	Employer identification number of the plan
John Hancock 401K	EIN: **Contract #146484**

Has the plan been terminated?
■ No
☐ Yes

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units

18. **Closed financial accounts**
Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?
Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☐ None

	Financial Institution name and Address	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1.	**Chase for Business**	**XXXX-1033**	■ Checking ☐ Savings ☐ Money Market ☐ Brokerage ☐ Other__	**4/9/2024**	**$81,828.37**
18.2.	**Metropolitan Capital**	**XXXX-6601**	■ Checking ☐ Savings ☐ Money Market ☐ Brokerage ☐ Other__	**4/10/2024**	**$0.00**

19. **Safe deposit boxes**
List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

☐ None

Depository institution name and address	Names of anyone with access to it Address	Description of the contents	Does debtor still have it?
PNC	**Jason Hansen**	**lockbox for outstanding AR to be collected**	☐ No ■ Yes

20. **Off-premises storage**
List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☐ None

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
1-5 Self Storage 2631 Michelle Drive Tustin, CA 92780	**Jason Hansen 120 Vantis Drive, Suite 570, Aliso Viejo, CA 92656**	**Two storage units for overflow hardware and furniture**	☐ No ■ Yes

Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own

21. **Property held for another**
List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

■ None

Part 12: Details About Environment Information

For the purpose of Part 12, the following definitions apply:
Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).

Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.

Hazardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. **Has the debtor been a party in any judicial or administrative proceeding under any environmental law?** Include settlements and orders.

■ No.
☐ Yes. Provide details below.

Case title Case number	Court or agency name and address	Nature of the case	Status of case

23. **Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?**

■ No.
☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice

24. **Has the debtor notified any governmental unit of any release of hazardous material?**

■ No.
☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice

Part 13: Details About the Debtor's Business or Connections to Any Business

25. **Other businesses in which the debtor has or has had an interest**
List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

■ None

Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

Business name address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN. Dates business existed

26. **Books, records, and financial statements**

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

	Name and address	Date of service From-To
26a.1.	**Matthew Cohen Cohen Cohen and Associates 20341 SW Birch Street, Suite 340 Newport Beach, CA 92660**	**May 2020 to present**

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None

	Name and address	Date of service From-To
26b.1.	**Bridge Diagnostics, LLC 120 Vantis, Suite 570 Aliso Viejo, CA 92656**	**May 2020 to Present**

	Name and address	Date of service From-To
26b.2.	**Cohen Cohen and Associates 20341 SW Birch Street, Suite 340 Newport Beach, CA 92660**	**May 2020 to present**

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None

	Name and address	If any books of account and records are unavailable, explain why
26c.1.	**Matthew Cohen Cohen Cohen and Associates 20341 SW Birch Street, Suite 340 Newport Beach, CA 92660**	

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

■ None

Name and address

27. **Inventories**

Have any inventories of the debtor's property been taken within 2 years before filing this case?

■ No

☐ Yes. Give the details about the two most recent inventories.

Name of the person who supervised the taking of the inventory	Date of inventory	The dollar amount and basis (cost, market, or other basis) of each inventory

28. **List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.**

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Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

Name	Address	Position and nature of any interest	% of interest, if any
Jason Hansen	**120 Vantis Drive, Suite 570 Aliso Viejo, CA 92656**	**CEO and managing member**	

29. **Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?**

■ No
☐ Yes. Identify below.

30. **Payments, distributions, or withdrawals credited or given to insiders**
Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☐ No
■ Yes. Identify below.

	Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1.	**Jason Hansen 120 Vantis Drive, Suite 570 Aliso Viejo, CA 92656** **Relationship to debtor Managing Member**	**1 - Gross pay over 26 paychecks is $24,390. 1 - Total benefits sponsored $43,646. 2 - Reimbursement for payroll advance $209,247.99 in December 2023. 3 - Repayment of short term loan in June 2023 of $40,000. Balance was $1,390,060 prior to that repayment. 4. Payment on 2/26/24 of 4 months of interest (Oct '23-Jan '24) of $102,712.20. 5. Payment on 3/29/24 of 2 months of interest (Feb-Mar '24) of $51,356.10.**	**1. 3/29/2023 to 3/29/2024 2. 12/2023 3. 6/2023**	**1 - Gross pay over 26 paychecks. 1 - Total benefits sponsored. 2 - Reimbursement for payroll advance in December 2023. 3 - Repayment of short term loan in June 2023. 4. Payment on 2/26/24 of 4 months of interest (Oct '23-Jan '24). 5. Payment on 3/29/24 of 2 months of interest (Feb-Mar '24).**

31. **Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?**

■ No
☐ Yes. Identify below.

Name of the parent corporation	Employer Identification number of the parent corporation

32. **Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?**

☐ No
■ Yes. Identify below.

Name of the pension fund	Employer Identification number of the pension fund

Debtor **Bridge Diagnostics, LLC** Case number *(if known)* **8:24-bk-10803-TA**

Name of the pension fund	Employer Identification number of the pension fund
John Hancock 401(k) Plan	**EIN:** **Contract #146484**

Part 14: Signature and Declaration

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both.
18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

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

Executed on **April 19, 2024**

Signature of individual signing on behalf of the debtor

Jason Hansen
Printed name

Position or relationship to debtor **Founder and member manager**

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

■ No
☐ Yes

B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Central District of California

In re **Bridge Diagnostics, LLC** Debtor(s) Case No. **8:24-bk-10803-TA** Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U .S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	**61,571.00**
Prior to the filing of this statement I have received	$	**33,245**
Balance Due	$	**0.00**

2. The source of the compensation paid to me was:

☑ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☑ Debtor ☐ Other (specify):

4. ☑ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 19, 2024
Date

/s/ David A. Wood
David A. Wood
Signature of Attorney
MARSHACK HAYS WOOD LLP
870 Roosevelt
Irvine, CA 92620-3663
(949) 333-7777 Fax: (949) 333-7778
dwood@marshackhays.com
Name of law firm

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address
David A. Wood
Marshack Hays Wood LLP
870 Roosevelt
Irvine, CA 92620-3663
(949) 333-7777 Fax: (949) 333-7778
California State Bar Number: **272406 CA**
dwood@marshackhays.com

FOR COURT USE ONLY

☐ *Debtor(s) appearing without an attorney*

■ *Attorney for Debtor*

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re:

Bridge Diagnostics, LLC

Debtor(s).

CASE NO.: **8:24-bk-10803-TA**

CHAPTER: **11**

VERIFICATION OF MASTER MAILING LIST OF CREDITORS

[LBR 1007-1(a)]

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of **17** sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: **April 19, 2024**

Signature of Debtor 1 Jason Hansen, Managing Member

Date:

Signature of Debtor 2 (joint debtor)) (if applicable)

Date: **April 19, 2024**

/s/ David A. Wood
Signature of Attorney for Debtor (if applicable)

Bridge Diagnostics, LLC
120 Vantis Drive, Suite 570
Aliso Viejo, CA 92656-2618

David A. Wood
MARSHACK HAYS WOOD LLP
870 Roosevelt
Irvine, CA 92620-3663

Office of the United States Trustee
411 W. Fourth Street
Suite 7160
Santa Ana, CA 92701

120 Vantis Property, LLC
120 Vantis Drive, Suite 300
Aliso Viejo, CA 92656

Able Building Maintenance
Dept. 34651
P.O. Box 39000
San Francisco, CA 94139

AgilQuest Corporation
9407 Hull Street Road
North Chesterfield, CA 23236

Airspace Technologies, Inc.
5909 Sea Otter PlaceSuite 200
Carlsbad, CA 92010

Alfred Lui, MD, Inc.
7 Horseshoe Lane
Palos Verdes Peninsula, CA 90274

Anthem Blue Cross
P.O. Box 51011
Los Angeles, CA 90051-5311

Anthem Blue Cross Life
Department L-8111
Columbus, OH 43268-8111

Antimicrobial Therapy, Inc.
PO BOX 276
Sperryville, VA 22740

Apollo Couriers Inc.
1039 W Hillcrest Blvd.
Inglewood, CA 90301

Aramark Services, Inc.
PO BOX 734677
Dallas, TX 75373-4677

ASAP Courier Company, LLC
P.O. Box 515
Tyrone, GA 30290

ATCC
10801 University Blvd
Manassas, VA 20110

Athenahealth, Inc
P.O. Box 415615
Boston, MA 02241-5615

Barragan's Professional Cleaning Service
3140 South Main Street 15F
Santa Ana, CA 92707

BayCap LLC
250 N, Harbor Blvd., Syite 313
Redondo Beach, CA 90277

BD Diagnostics U.S. Technical Support
39 Loveton Circle MC602
Sparks, MD 21152

Bienert Katzman Littrell Williams, LLP
903 Calle Amanecer Suite 350
San Clemente, CA 92673

Brent Gibbs Consulting
227 Acadia Terrance
Celebration, FL 34747

Change Healthcare
P.O. Box 98347
Chicago, IL 60693-8347

College of American Pathologists
(CAP)
PO Box 71698
Chicago, IL 60694-1698

ComplianceLine, LLC
8615 Cliff Cameron Drive, STE 290
Charlotte, NC 28269

Concord Technologies - 0639
PO Box 84125
Seattle, WA 98124-5425

Consensus Cloud Solutions, LLC / j2 Clou
PO Box 51873
Los Angeles, CA 90051-6173

CT Corporation
PO Box 4349
Carol Stream, IL 60197-4349

David Wright Tremaine, LLP
920 Fifth Ave., Suite 3300
Seattle, WA 98104-1610

Digi-Trax Corp.
650 Heathrow Dr
Lincolnshire, IL 60069

DLL
1111 Old Eagle School Road
Wayne, PA 19087

DocuSign, Inc
221 Mian St Suite 1550
San Francisco, CA 94105

eClinicalWorks, LLC
PO Box 847950
Boston, MA 02284-7950

Elaine Luckey
8735 Oertel Drive
Blaine, WA 98230

Ellkay, LLC
200 Riverfront Blvd., 3rd Floor
Elmwood Park, NJ 07407

Experity, Inc.
8777 Velocity Drive
Machesney Park, IL 61115

FedEx - 0773-4
PO Box 7221
Pasadena, CA 91109-7321

FedEx - 2451-0
PO Box 7221
Pasadena, CA 91109-7321

Filtrous, Inc.
12150 Flint Place
Poway, CA 92064

Financial Agent Services
P.O. Box 2576
Springfield, IL 62708

First Insurance Funding
PO Box 7000
Carol Stream, IL 60197-7000

Fisher & Phillips LLP
1075 Peachtree St NE, Suite 3500
Atlanta, GA 30309

Focus MD
400 Southpointe Blvd, Suite 105
Canonsburg, PA 15317

Genprobe Instruments
10210 Genetic Center Drive
San Diego, CA 92121

GenXys Health Care System Inc
PO Box 98837 RPO the W Vancouver BC V6B

GoTo Technologies USA, Inc.
333 Summer Street
Boston, MA 02210-1702

Great American Delivery Services
1910 S Carboy Rd
Mount Prospect, IL 60056

Greenway Health
4301 W Boy Scout Blvd #800
Tampa, FL 33607

Guardian Life
PO BOX 14319
Lexington, KY 40512-4319

Hamilton Company
P.O. Box 10030
Reno, NV 89520-0012

Hardy Diagnostics
P.O. BOX 645264
Cincinnati, OH 45264

HelmCo Electric, Inc.
17985 Sky Park Circle Suite J
Irvine, CA 92614

Henry Tsai
18322 Manitoba Ln
Huntington Beach, CA 92648

HigherEchelon, Inc.
101 Lowe Ave SE, Suite 3B
Huntsville, AL 35801

Hologic Sales and Service, LLC
250 Campus Drive
Marlborough, MA 01752

Hologic Sales and Services, LLC
250 Campus Dr.
Marlborough, MA 01752

HUB International Insurance Services Inc
1525 Faraday Avenue, #200
Carlsbad, CA 92008

Indigo BioAutomation, Inc
385 City Center Dr., Suite #200
Carmel, IN 46032

inGENEious RX Incorporated / Becky Winsl
6080 Via Serena Dr
El Paso, TX 79912

Innovative Medical Management LLC
4175 E. La Palma Avenue, Suite 215
Anaheim, CA 92807

iSalus Healthcare
Dept Ch 18220
Palatine, IL 60055

Jack Henry & Associates Inc.
PO Box 609
Monett, MO 65708

Jason Hansen
1409 Emerald Bay
Irvine, CA 92617

Katrina Marie Gillespie
28432 Via Cynthia
Laguna Niguel, CA 92677

Kelly Collins
4740 W LARKSPUR DR
Glendale, AZ 85304

Krystal Reed, individually and on behalf of others similarly situated
c/o Ian M. Silvers/Bisnar Chase LLP
1301 Dove Street, Suite 120
Newport Beach, CA 92660

Lab Insights LLC
3451 Via Montebello, Ste 192-320
Carlsbad, CA 92009-8942

Lab Logistics, LLC
P.O. Box 84938
Chicago, IL 60689

LabSoft, Inc.
2202 N. West Shore, Suite 115
Tampa, FL 33607

Learntown, Inc.
PO Box 756
Menlo Park, CA 94026-0756

Life Technologies Corporation
12088 Collections Center Dr
Chicago, IL 60693

LinkedIn Corporation
62228 Collections Center Dr
Chicago, IL 60693-0622

Marshack Hay Wood LLP
870 Roosevelt
Irvine, CA 92620

Matijevich Assembly & Installation, LLC
18662 Auburn Avenue
Santa Ana, CA 92705

Matrix Imaging Products
6341 Inducon Dr
East Sanborn, NY 14132-9016

Medcare MSO, LLC
1000 Cordova Place, Suite 206
Santa Fe, NM 87505

Medical BioWaste Solutions, INC
25971 Pala Ste 101
Mission Viejo, CA 92691

Melanie A. Botz
5109 Hawley Blvd
San Diego, CA 92116

Metropolitan Capital Bank & Trust
9 East Ontario Street
Chicago, IL 60611

MJB Lab Consulting
200 South Wilcox St. #443
Castle Rock, CO 80104

Modern Embroidery, Inc.
3300 S. Yale Street
Santa Ana, CA 92704

NextGen Healthcare
18111 Von Karman Ave., Suite 600
Irvine, CA 92612

Nova 401(k)
10777 Northwest Freeway, Ste 440
Houston, TX 77092

OC Environmental Health Division
1241 E Dyer Road, Suite 120
Santa Ana, CA 92705

Occupational Services, Inc.
6397 Nancy Ridge Drive
San Diego, CA 92121

Opentrons Labworks, Inc.
45-18 Court Square W., 2nd Floor
Long Island City, NY 11101

Optum Financial
ATTN: Corporate Tax MN008-T390
9900 Bren Rd E
Minnetonka, MN 55343

PA Department of Health
PO Box 500
110 Pickering Way
Exton, PA 19341

Power Digital Marketing, Inc
2251 San Diego Ave, Suite A250
San Diego, CA 92110

Ross Blackburn
c/o J. Jackson Waste
Fennemore
8080 N. Palm Ave., 3rd Fl.
Fresno, CA 93711

Sales Search America
1612 Westgate Circle
Brentwood, TN 37027

Sigma-Aldrich, Inc.
PO BOX 734283
Chicago, IL 60673-4283

Sirius Computer Solutions, Inc.
P.O. Box 202289
Dallas, TX 75320-2289

Six Behaviors
1037 NE 65th St, Ste# 81896
Seattle, WA 98115

SlideGenius, Inc.
1660 Hotel Circle North, Ste 175
San Diego, CA 92801

Smartlink Health Solutions
1000 Centregreen Way, Ste 250
Cary, NC 27513

Softchoice Corporation
314 West Superior Street, Suite 400
Chicago, IL 60654

South Coast Air Quality Management Distr
PO Box 4943
Diamond Bar, CA 91765-1943

Team Logic IT
22511 Aspan St, STE F
Lake Forest, CA 92630

Tecan U.S., Inc.
9401 Globe Center Drive, Suite 140
Morrisville, NC 27560

Tecan US Inc
P.O. Box 602740
Charlotte, NC 28260-2740

Tecan USA, Inc.
9401 Globe Center Drive, Suite 140
Morrisville, NC 27560

TForce Freight, Inc.
PO BOX 7410804
Chicago, IL 60674-0804

The Hartford - 2672 (WC)
PO Box 660916
Dallas, TX 75266-0916

The Hartford - 9471(Commercial Pkg)
PO Box 660916
Dallas, TX 75266-0916

The Irvine Company
662322 - S23399
PO Box 846462
Los Angeles, CA 90084-6462

The Irvine Company - 2207
(110 Theory #1
662312-150-S22207
PO Box 846407
Los Angeles, CA 90084-6407

The Privateer Company, LLC
27 Via Palacio
San Clemente, CA 92673

Thermo Fisher
168 Third Avenue
Waltham, MA 02451

Thermo Fisher Financial Services
168 Third Avenue
Waltham, MA 02451

Thomas Scientific
1654 High Hill Rd
PO Box 99
Swedesboro, NJ 08085

TIG / Technology Integration Group
PO Box 85244
San Diego, CA 92186-5244

Transcat
35 Vantage Point Dr
Rochester, NY 14624

Translational Software, Inc.
7683 SE 27th Street, #352
Mercer Island, WA 98040

TSS
Dept 33265
PO Box 39000
San Francisco, CA 94139-3265

Twilio, Inc.
375 Beale Street, Suite 300
San Francisco, CA 94105

TXPSI, LLC
298 Industrial Blvd
Bastrop, TX 78602

U.S. HealthTek, Inc.
5501 Merchants View Square, #744
Haymarket, VA 20169

Unitech Services Group
P.O. BOX 650481
Dallas, TX 75265

UPS
PO Box 894820
Los Angeles, CA 90189-4820

Veolia Environmental Services
P.O. Box 73709
Chicago, IL 60673-7709

VetaTek, LLC
1533 Martingale Ct
Carlsbad, CA 92011

VWR International
PO Box 640169
Pittsburgh, PA 15264-0169

Waveland RCM, LLC
1150 First Avenue, Suite 511
King of Prussia, PA 19406

We Konnect, Inc.
9151 Atlanta Ave, Unit 7706
Huntington Beach, CA 92615

Wheels Assured Logistics LLC
PO Box 47364,
Indianaapolis, IN 46247

Xifin, Inc.
12225 El Camino Real, Ste 100
San Diego, CA 92130-3081

Attorney or Party Name, Address, Telephone & FAX Nos., and State Bar No. & Email Address	FOR COURT USE ONLY
David A. Wood **Marshack Hays Wood LLP** **870 Roosevelt** **Irvine, CA 92620-3663** **(949) 333-7777 Fax: (949) 333-7778** California State Bar Number: **272406 CA** **dwood@marshackhays.com** ■ *Attorney for:* Debtor, Bridge Diagnostics LLP	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re: **Bridge Diagnostics, LLC** Debtor(s),	CASE NO.: **8:24-bk-10803-TA** ADVERSARY NO.: CHAPTER: **11**
Plaintiff(s),	**CORPORATE OWNERSHIP STATEMENT PURSUANT TO FRBP 1007(a)(1) and 7007.1, and LBR 1007-4**
Defendant(s).	[No hearing]

Pursuant to FRBP 1007(a)(1) and 7007.1, and LBR 1007-4, any corporation, other than a governmental unit, that is a debtor in a voluntary case or a party to an adversary proceeding or a contested matter shall file this Statement identifying all its parent corporations and listing any publicly held company, other than a governmental unit, that directly or indirectly own 10% or more of any class of the corporation's equity interest, or state that there are no entities to report. This Corporate Ownership Statement must be filed with the initial pleading filed by a corporate entity in a case or adversary proceeding. A supplemental statement must promptly be filed upon any change in circumstances that renders this Corporate Ownership Statement inaccurate.

I, **David A. Wood** , the undersigned in the above-captioned case, hereby declare
(Print Name of Attorney or Declarant)
under penalty of perjury under the laws of the United States of America that the following is true and correct:

[Check the appropriate boxes and, if applicable, provide the required information.]

1. I have personal knowledge of the matters set forth in this Statement because:
   - ☐ I am the president or other officer or an authorized agent of the Debtor corporation
   - ☐ I am a party to an adversary proceeding
   - ☐ I am a party to a contested matter
   - ■ I am the attorney for the Debtor corporation

2.a. ☐ The following entities, other than the debtor or a governmental unit, directly or indirectly own 10% or more of any class of the corporation's(s') equity interests:
[For additional names, attach an addendum to this form.]

b. ■ There are no entities that directly or indirectly own 10% or more of any class of the corporation's equity interest.

April 19, 2024
Date

By: */s/ David A. Wood*
Signature of Debtor, or attorney for Debtor

Name: **David A. Wood**
Printed name of Debtor, or attorney for Debtor

Exhibit “11”

U230073276224

B2182-4252 10/17/2023 2:43 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
UCC FINANCING STATEMENT (UCC 1)
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: U230073276224

Date Filed: 10/17/2023

Submitter Information:

Contact Name	Anthony Bisconti
Organization Name	Bienert Katzman Littrell Williams LLP
Phone Number	(213) 528-3400
Email Address	tbisconti@bklwlaw.com
Address	360 E. 2ND STREET STE. 625 LOS ANGELES, CA 90012

Debtor Information:

Debtor Name	Mailing Address
Bridge Diagnostics, LLC	111 Theory Ste. 100 Irvine, CA 92617

Secured Party Information:

Secured Party Name	Mailing Address
Jason Hansen	1409 Emerald Bay Laguna Beach, CA 92617

Indicate how documentation of Collateral is provided:

Entered as Text

Description:

All of Debtor's:

(1) Accounts; (2) Goods for sale, lease or other disposition by Borrower which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Borrower; (3) contract rights and documents, instruments, contracts or other writings executed in connection therewith, including, but not limited to, all real and personal property lease rights; (4) Chattel Paper, Electronic Chattel Paper, Tangible Chattel Paper, Documents of Title, Instruments, Documents, General Intangibles, Payment Intangibles, Letter of Credit Rights, letters of credit and Supporting Obligations; (5) patents, trademarks, trade names, trademark registrations and copyrights, all applications therefor, service marks, trade secrets, goodwill, inventions, processes, designs, formulas, and other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever, and all registrations, licenses, franchises, customer lists, tax refund claims, claims against carrier and shippers, insurance claims, guaranty claims, all other claims, proof of claims filed in any bankruptcy, insolvency or other proceeding, contract rights, choses in action, security interests, security deposits and rights to indemnification; (6) Goods, including, without limitation, Inventory, Equipment, Fixtures, trade fixtures and vehicles; (7) Investment Property; (8) deposits, cash and cash equivalents and any other property of Borrower now or hereafter in the possession, custody or control of Lender, whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise; (9) Commercial Tort Claims; (10) all other personal property of Borrower of any kind or nature; and (11) additions and accessions to, substitutions for and replacements, products and cash and non-cash Proceeds of all of the foregoing property, including, but not limited to, Proceeds of all insurance policies insuring the foregoing and all of Borrower's books and records relating to any of the foregoing and to Borrower's business.

All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions.

Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative:

Not Applicable

Select an alternate Financing Statement type:

Not Applicable

Select an additional alternate Financing Statement type:

Not Applicable

B2182-4253 10/17/2023 2:43 PM Received by California Secretary of State

Select an alternative Debtor/Secured Party designation for this Financing Statement: Not Applicable
Optional Filer Reference Information:
Miscellaneous Information:
Search to Reflect: ☒ Order a Search to Reflect Debtor Name Bridge Diagnostics, LLC

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Page 198

U230073294029

STATE OF CALIFORNIA
Office of the Secretary of State
UCC FINANCING STATEMENT AMENDMENT (UCC 3)

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: U230073294029
Date Filed: 10/17/2023

Submitter Information:

Contact Name	Anthony R. Bisconti
Organization Name	Bienert Katzman Littrell Williams LLP
Phone Number	(213) 528-3400
Email Address	tbisconti@bklwlaw.com
Address	360 E. 2nd Street Ste. 360 Los Angeles, CA 90012

Amendment Action Information:

Initial Financing Statement File Number	U230073276224
Date Filed	10/17/2023
Amendment Action	Collateral Amendment
Collateral Change	Restate Collateral
Indicate how documentation of Collateral is provided:	Entered as Text

Description:

As collateral security for the payment, performance, and observance of all obligations of Borrower under the LSA and Note, Borrower pledges, assigns, and grants a security interest in all of the following personal property of Borrower, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including, without limitation (all being collectively referred to herein as the "Collateral"):

All of Borrower's: (1) Accounts; (2) Goods for sale, lease or other disposition by Borrower which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Borrower; (3) contract rights and documents, instruments, contracts or other writings executed in connection therewith, including, but not limited to, all real and personal property lease rights; (4) Chattel Paper, Electronic Chattel Paper, Tangible Chattel Paper, Documents of Title, Instruments, Documents, General Intangibles, Payment Intangibles, Letter of Credit Rights, letters of credit and Supporting Obligations; (5) patents, trademarks, trade names, trademark registrations and copyrights, all applications therefor, service marks, trade secrets, goodwill, inventions, processes, designs, formulas, and other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever, and all registrations, licenses, franchises, customer lists, tax refund claims, claims against carrier and shippers, insurance claims, guaranty claims, all other claims, proof of claims filed in any bankruptcy, insolvency or other proceeding, contract rights, choses in action, security interests, security deposits and rights to indemnification; (6) Goods, including, without limitation, Inventory, Equipment, Fixtures, trade fixtures and vehicles; (7) Investment Property; (8) deposits, cash and cash equivalents and any other property of Borrower now or hereafter in the possession, custody or control of Lender, whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise; (9) Commercial Tort Claims; (10) all other personal property of Borrower of any kind or nature; and (11) additions and accessions to, substitutions for and replacements, products and cash and non-cash Proceeds of all of the foregoing property, including, but not limited to, Proceeds of all insurance policies insuring the foregoing and all of Borrower's books and records relating to any of the foregoing and to Borrower's business.

All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions.

☐ Check this box to see additional UCC Collateral options.

Name of Secured Party of Record Authorizing This Amendment:

☒ If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Debtor Name: BRIDGE DIAGNOSTICS, LLC

Optional Filer Reference Information:

Miscellaneous Information:

B2182-4843 10/17/2023 2:52 PM Received by California Secretary of State

B2182-4844 10/17/2023 2:52 PM Received by California Secretary of State

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Exhibit “12”

DEBTOR-IN-POSSESSION FINANCING AGREEMENT

This Debtor-In-Possession Financing Agreement (the "**Agreement**") is entered into as of April __, 2024, by and between (i) Bridge Diagnostics LLC, a California limited liability company (the "**Borrower**" or "**Debtor**") and Jason Hansen ("**Lender**" or "**Hansen**"). Debtor and Hansen are referred to collectively as the "**Parties**" and each individually a "**Party**".

RECITALS

PREPETITION LOAN FROM HANSEN TO DEBTOR

A. Hansen is a Member and Managing Member of Debtor pursuant to Debtor's operative Operating Agreement.

B. Pursuant to a loan and security agreement dated as of November 23, 2020, and as amended thereafter, Debtor entered a secured debt facility with Metropolitan Capital Bank & Trust ("MCBT"), pursuant to which (among other things) MCBT acquired a security interest in all or substantially all of Debtor's assets (the "MCBT Loan"). The MCBT Loan is evidenced by, among other things, the following agreements: (i) Loan And Security Agreement Dated As Of November 23, 2020, By And Among Metropolitan Capital Bank & Trust, Bridge Diagnostics, LLC, And The Other Related Obligors (ii) the First Amendment To Loan And Security Agreement Dated As Of August 11, 2021, But Effective As Of June 30, 2021; (iii) the Second Amendment To Loan And Security Agreement Dates As Of December 22, 2021 But Effective As Of November 23, 2021; and (iii) the Third Amendment To Loan And Security Agreement Dated As Of December 22, 2022 But Effective As Of November 23, 2022.

C. Commencing on or about November 25, 2022, Hansen made several loans to Debtor to enable Debtor to cover certain of its operating costs. Specifically, on the below dates, Hansen loaned the below amounts to Debtor, either by transferring the specified amounts directly to Debtor, or by directly paying to a third party an amount owed by Debtor to that third party:

Date	Amount
November 25, 2022	$400,000
December 8, 2022	$100,000
January 4, 2023	$150,000
January 9, 2023	$150,000
January 19, 2023	$100,000
February 1, 2023	$50,000
February 21, 2023	$250,000
March 2, 2023	$50,000
March 29, 2023	$100,000
July 20, 2023	$6,611.20
July 20, 2023	$75,000
July 21, 2023	$103,398.72
July 21, 2023	$27,722.65
July 26, 2023	$50,000
August 2, 2023	$75,000

Ea

August 16, 2023	$100,000
September 5, 2023	$106,992.36
September 14, 2023	$25,000

D. As of September 1, 2023, the outstanding amount owed by Debtor to MCBT under the MCBT Loan was $4,093,007.64. Additionally, as of September 1, 2023, Debtor was in default under the MCBT Loan.

E. Considering the foregoing, in September 2023, Hansen agreed to provide further financial support to Debtor. In particular, Hansen agreed to loan Debtor (the "**Prepetition Loan**") the amount necessary to pay off the MCBT Loan in full, subject to that amount and prior amounts lent by Hansen to Debtor set forth above—as well as an additional bridge loan of $150,000 made by Hansen on or about September 28, 2023—for an amount totaling $6,162,732.57 (the "**Prepetition Loan Amount**"), being subject to a secured promissory note collateralized by Debtor's assets.

F. In furtherance of these mutual promises and understandings between Hansen and Debtor, (i) on September 8, 2023, Hansen transferred the sum of $4,093,007.64 to Debtor, which sum Debtor thereafter remitted to MCBT in satisfaction of the MCBT Loan; and (ii) on September 28, 2023, Hansen transferred the sum of $150,000 to Debtor to cover Debtor's operating costs, including payroll.

G. The foregoing transactions are documented and embodied in the following documents: (i) the Loan and Security Agreement dated as of September 28, 2023 by and among Debtor and Hansen (the "**LSA**"); (ii) a Secured Promissory Note Agreement dated September 28, 2023 in the amount of $6,162,732.57 by and between Debtor and Hansen (the "**Note**"); and (iii) a Security Agreement dated September 28, 2023 by and between Debtor and Hansen (the "**Security Agreement**" and, together with the LSA and Note, the "**Hansen Loan Documents**"). The Hansen Loan Documents were executed by Hansen on behalf of himself, and Ed Bidanset, Chief Restructuring Officer of Debtor, on behalf of Debtor. Hansen perfected the security interest he obtained for the Prepetition Loan Amount under the Hansen Loan Documents by filing a UCC-1 Financing Statement.

H. Following the execution of the Hansen Loan Documents and funding of the Prepetition Loan Amount, Hansen made additional advances to the Debtor totaling $59,187.99 (the "Advances"), while the Debtor continued to seek a further bridge loan.

I. As of the Petition Date, the total amount owed by Debtor to Hansen under the Hansen Loan Documents was $6,012,732.57.

DEBTOR'S BANKRUPTCY CASE

J. On March 29, 2024 (the "**Petition Date**"), Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Code**"), in the United States Bankruptcy Court for the Central District of California (the "**Court**"). Debtor's case number is 8:24-bk-10803-TA (the ("**Case**"). Pursuant to section 541(a) of the Code, the commencement of the Case created an "**Estate**" comprised of, among other things, all legal or equitable interests of

Debtor in property as of the Petition Date, any interest in property that the Estate acquires after the commencement of the Case, and all proceeds, product, offspring, rents or profits of or from property of the Estate.

K. On April 8, 2024, Debtor filed a motion for authority to use cash collateral (the "**Cash Collateral Motion**"). On April 12, 2024, the Court entered an order (the "**Cash Collateral Order**") which found, among other things: (i) "Hansen has a lien against Debtor's assets ('Hansen Lien'), including its accounts receivable ('Receivables'), which would thus, constitute Mr. Hansen's cash collateral ('Cash Collateral')"; (ii) "Debtor has the immediate need for use of the Cash Collateral to continue its business operations and in order to avoid immediate and irreparable harm"; and (iii) "Hansen has consented to the use of Cash Collateral by the Debtor." The Cash Collateral Order ordered: (i) "Debtor is authorized to use Cash Collateral to pay its normal and customary operating expenses, including those shown in the Budget attached to the Motion"; (ii) "The equity cushion protecting the Hansen Lien is sufficient to constitute adequate protection within the meaning of 11 U.S.C. §361. No further adequate protection is required" and (iii) "A final hearing on the [Cash Collateral Motion] is scheduled for May 8, 2024, at 10:00 a.m."

L. As described in the Cash Collateral Motion, as of the Petition Date Debtor believed that a senior secured lien existed in favor of Mr. Ross Blackburn ("**Blackburn**") in the amount of $2.5 million (the "**Alleged Blackburn Lien**"). However, it does not appear that Blackburn perfected the Alleged Blackburn Lien prior to the Petition Date.

M. Debtor is in the process of formulating a chapter 11 plan of reorganization (the "**Plan**"). Debtor and Hansen believe and agree that the long-term success of Debtor's Plan will be greatly enhanced if Debtor has access to additional financing during the Case, to allow Debtor to continue its operations and collection of anticipated substantial accounts receivables, which will allow the business to grow and generate sufficient revenues to provide stable operations post-bankruptcy.

GENERAL PURPOSE OF THIS AGREEMENT

N. The Debtor has an immediate need for additional cash to fund certain short-term obligations during the Case, including but not limited to Debtor's payroll obligations.

O. On the terms and conditions set forth below, Hansen has agreed to provide up to $800,000 of "debtor in possession financing" to allow Debtor to continue to meet its financial obligations during the pendency of the Case (the "**DIP Loan**"). All obligations of the Debtor to Hansen under this Agreement, including without limitation, all principal and accrued interest, premiums (if any), costs, fees, and expenses or any other amounts due shall be collectively referred to as the "**DIP Obligations**."

P. The Parties believe that time is of the essence.

AGREEMENT

1. Recitals Acknowledged. Each of the Parties acknowledges that, to the best of the Party's knowledge, each of the above recitals is true and correct in every material aspect.

2. Court Approval Required.

a. This Agreement is subject to approval of the Court. The Court's order approving this Agreement is referred to herein as the "**Order**." The "**Effective Date**" of this Agreement shall be the date on which the Order is entered by the Court.

b. In addition to any other relief sought by Debtor in its motion for approval of this Agreement, the motion shall request that the Order:

i. Approve this Agreement;

ii. Authorize Debtor to enter into any other documents prepared by the Parties to effectuate the transactions contemplated by this Agreement;

iii. Authorize Debtor to perform all of its obligations under this Agreement;

iv. Provide that Debtor is authorized to obtain the DIP Loan secured by a senior "priming" lien on any and all assets of Debtor and the Estate (collectively, the "**Assets**");

v. Provide that, pursuant to section 364(c)(1) of the Code, the obligations owed by Debtor to Hansen shall at all times constitute allowed claims in the Case having priority over any and all administrative expenses, diminution claims, and other claims against Debtor, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in section 503(b) or 507(b) of the Code;

vi. Provide that, pursuant to section 364(c)(2) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on any and all unencumbered tangible and intangible property of the Debtor and the Estate, including the Assets;

vii. Provide that, pursuant to section 364(c)(3) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on all tangible and intangible property of the Debtor and the Estate that is subject to valid, perfected and non-avoidable liens in existence on the Petition Date, subject to the provisions of this Agreement providing for a priming lien in favor of Hansen;

viii. Provide that, pursuant to section 364(d) of the Code, the obligations owed by Debtor to Hansen shall be secured by a valid, binding, enforceable, non-avoidable, perfected, first-priority senior "priming" security interest in and lien on all of the tangible and intangible property of the Debtor and the Estate, including the Assets, senior in priority to any and all other security interests and lien interests that exist or may exist in, on, or against the property of the Debtor and/or the Estate, including the Assets;

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ix. Provide that Hansen's security interests in and liens on the Assets securing Debtor's obligations under the Hansen Loan Documents constitute valid, binding, enforceable, non-avoidable, perfected security interests and liens on such Assets;

x. Provide that as to Hansen, the automatic stay provided under section 362(a) of the Code is terminated as to Debtor, the Estate and the Assets to the extent set forth herein;

xi. Provide that, to the extent the Order terminates the automatic stay, the Order is binding and effective in any future bankruptcy case commenced by or against Debtor, so that no further automatic stay shall arise in that case as to the Assets; and

xii. Provide that the Order is binding and effective despite any conversion of the Case to a case under any other chapter of the Code.

3. The DIP Loan.

a. Amount. Pursuant to the terms and conditions of this Agreement, Hansen shall loan Debtor up to $800,000 to use for its operations.

b. Funding. Provided that Debtor is not in default, Hansen shall advance (i) the sum of $400,000 to Debtor by April 26, 2024 and (ii) additional amounts promptly upon request by Debtor in the amounts requested.

c. Interest Rate. Interest shall accrue at a rate of five percent (5%) per annum, compounded annually.

d. Payments. Beginning on the first business day of the first month following the Effective Date, Debtor shall be required to make monthly payments equal to the accrued interest under the DIP Loan and Hansen Loan Documents only.

e. Term. Principal and all remaining accrued interest shall become due and payable on December 31, 2026.

f. Collateral. To secure payment of any and all indebtedness, liabilities, and obligations of Debtor to Hansen under the DIP Loan, Debtor unconditionally and irrevocably assigns, pledges, and grants to Hansen a first priority, continuing security interest and lien in and to all present and future right, title, and interest of Debtor and the Estate in the following property of Debtor and the Estate, wherever located, whether now owned or existing or hereafter acquired:

i. Accounts, including receivables;

ii. Chattel paper, whether tangible or electronic;

iii. Commercial tort claims;

iv. Deposit accounts;

v. Documents;

vi. Equipment;

vii. Fixtures;

viii. General intangibles, including payment intangibles, patents, patent applications, trademarks, trademark applications, tradenames, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill and all licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses or uses or has authority to possess or use property (whether tangible or intangible) of Debtor, and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications, and schematics;

ix. Goods;

x. Instruments, including promissory notes;

xi. Inventory;

xii. Investment property;

xiii. Letter-of-credit rights;

xiv. Negotiable documents;

xv. Payment intangibles;

xvi. Securities;

xvii. All rights of debtor embodied in or arising out of Debtor's status of any limited liability company, consisting of (i) all economic rights, including all rights to share in the profits and losses of the limited liability company and all rights to receive distributions of the assets of the limited liability company, and (ii) all governance rights, including all rights to vote, consent to action, and otherwise participate in the management of the limited liability company;

xviii. All substitutions, replacements, and accessions to any of the foregoing; and

xix. All proceeds and products of any of the foregoing.

g. Carve-Out for Avoidance Actions. The collateral securing Debtor's obligations under this Agreement and the DIP Loan excludes Debtor's and the Estate's claims and causes of action arising under sections 544, 545, 547, and 548 of the Code and the proceeds thereof.

h. Priority and Security Interests.

i. Pursuant to section 364(c)(1) of the Code, the obligations owed by Debtor to Hansen shall at all times constitute allowed claims in the Case having priority over any and all administrative expenses, diminution claims, and other claims against Debtor, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in section 503(b) or 507(b) of the Code;

ii. Pursuant to section 364(c)(2) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on any and all unencumbered tangible and intangible property of the Debtor and the Estate, including the Assets;

iii. Pursuant to section 364(c)(3) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on all tangible and intangible property of the Debtor and the Estate that is subject to valid, perfected and non-avoidable liens in existence on the Petition Date, subject to the provisions of this Agreement providing for a priming lien in favor of Hansen;

iv. Pursuant to section 364(d) of the Code, the obligations owed by Debtor to Hansen shall be secured by a valid, binding, enforceable, non-avoidable, perfected, first-priority senior "priming" security interest in and lien on all of the tangible and intangible property of the Debtor and the Estate, including the Assets, senior in priority to any and all other security interests and lien interests that exist or may exist in, on, or against the property of the Debtor and/or the Estate, including the Assets;

v. Hansen's security interests in and liens on the Assets securing Debtor's obligations under the Hansen Loan Documents constitute valid, binding, enforceable, non-avoidable, perfected security interests and liens on such Assets.

i. Pursuant to section 364(d)(1) of the Code, the liens and security interests granted to secure payment of any and all indebtedness, liabilities and obligations of Debtor and the Estate to Hansen under the DIP Loan shall constitute valid, binding, enforceable, non-avoidable, first-priority "priming" security interests and liens senior in priority to any and all other liens and security interests that exist or may exist on or against the Assets.

4. Use of DIP Loan. The DIP Loan shall be used solely in accordance with the Budget (as defined in the Cash Collateral Motion) and as otherwise necessary for the Debtor's continued

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operations, including to (i) provide working capital and for other general corporate purposes of the Debtor and (ii) fund interest, fees, and other payments contemplated with respect to the DIP Loan. Debtor understands and agrees that a permitted use shall be to pay Lender's reasonable costs, fees and expenses relating to the DIP Loan.

5. Restatement of the Hansen Loan Documents.

a. Restatement. On the Effective Date, the Hansen Loan Documents shall be deemed amended and restated consistent with the terms of this Agreement. The Parties shall enter into such terms addenda, schedules, and other documents as may be necessary to effectuate the intent of the Parties, and those documents when executed shall be deemed effective as of the Effective Date. Unless the contest requires otherwise, references hereinbelow to the "Hansen Loan Documents" are to the documents setting forth such restated terms and conditions.

b. Claim Based on Hansen Loan Documents.

i. Allowed Amount. Hansen shall have an allowed, fully secured claim in the amount of $6,012,792.57.

ii. Collateral. Hansen shall retain the security interests in and liens on property presently securing Debtor's obligations under the Hansen Loan Documents. Hansen's security interests in and liens on such collateral shall have the same priority as the security interests and liens that Hansen currently has in, on, and against such collateral, subject to the terms of this Agreement and the Order.

iii. Interest Rate. As provided in the Hansen Loan Documents, interest shall accrue at a rate of five percent (5%) per annum, compounded annually.

iv. Term. As provided in the Hansen Loan Documents, principal and all remaining accrued interest shall become due and payable on December 31, 2026.

6. Authority to File Financing Statement. Debtor irrevocably authorized Hansen at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that indicate the collateral (a) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised by the collateral falls within the scope of Article 9 of the Uniform Commercial Code of the state or such jurisdiction, or (b) as being of an equal or lesser scope or with greater detail.

7. Validity and Enforceability of Hansen Loan Documents. Debtor acknowledges and agrees that the Hansen Loan Documents, in their current form and as may be modified in accordance with this Agreement, are valid, binding, and enforceable in accordance with their respective terms, and that Debtor has no defenses, setoffs, claims, counterclaims or causes of action relating in any manner to the Hansen Loan Documents.

8. Conflicting Provisions. In the event of any conflict between the provisions of this Agreement, on the one hand, and the provisions of the documents comprising the Hansen Loan Documents, on the other hand, the terms of this Agreement shall control.

9. Defaults.

a. Debtor shall be in default under this Agreement if any one or more of the following events takes place:

i. Debtor fails to make a payment when due under the DIP Loan or the Hansen Loan Documents (a "**Payment Default**");

ii. Debtor engages in any business other than the type of business engaged in by Debtor on the Effective Date or that is reasonably similar, related, complimentary, ancillary, or incidental thereto;

iii. Debtor fails to perform any material non-payment obligation under this Agreement or the Hansen Loan Documents ("**Non-Payment Default**");

b. Through the effective date of the Plan:

i. In the event of a Payment Default, Hansen shall deliver a written notice of default to Debtor, and Debtor shall have five (5) business days to cure the Payment Default, before Hansen takes any further action to enforce his rights and/or exercise any remedy available to him under this Agreement, the Hansen Loan Documents, and/or applicable law.

ii. In the event of a Non-Payment Default, Hansen shall deliver a written notice of default to Debtor, and Debtor shall have fifteen (15) business days to cure the Non-Payment Default, before Hansen takes any further action to enforce his rights and/or exercise any remedy available to him under this Agreement, the Hansen Loan Documents, and/or applicable law.

c. Conversion of the Case to one under chapter 7 of the Code, or the appointment of a Chapter 11 Trustee, shall constitute a default under this Agreement and the Hansen Loan Documents. Notwithstanding anything to the contrary in paragraph 8(b), regardless of whether there has been a Payment Default or a Non-Payment Default, upon conversion or appointment of a trustee in the Case Hansen shall be authorized to take any and all actions to enforce his rights and/or exercise any remedy available to him under this Agreement, the Hansen Loan Documents, and/or applicable law.

d. After the effective date of the Plan, the rights and obligations of Hansen upon the occurrence of a Payment Default or Non-Payment Default shall be governed by the Hansen Loan Documents.

e. Notices given under this paragraph shall be given by electronic mail to all of the following:

i. Bridge Diagnostics, LLC
Ed Bidanset
ed.bidanset@bridgediagnostics.com

ii. David A. Wood
Marshack Hays Wood LLP
dwood@marshackhays.com

10. Debtor's Authority to Use of Cash Collateral. To the extent that Hansen has an interest in cash collateral, as that term is used in section 363(a) of the Code, provided that Debtor is not in default under this Agreement, Hansen agrees to Debtor's use of its cash collateral through the earlier of (a) the date on which a chapter 11 plan takes effect, and (b) the date on which the Case is converted to one under chapter 7 of the Code.

11. Validity, Priority, and Extent of Security Interests and Liens Granted by the Hansen Loan Documents. Debtor, on behalf of itself and the Estate, agrees and confirms that the security interests and liens granted to Hansen under the Hansen Loan Documents are valid, perfected, and fully enforceable security interests in and liens on the collateral described in the Hansen Loan Documents.

12. No Discharge; Survival of Claims. Except as provided in this Agreement, pursuant to section 1141(d)(4) of the Code, Debtor waives any discharge of the obligations set forth in this Agreement and the Hansen Loan Documents with respect to any chapter 11 plan that does not provide for the indefeasible payment in full in cash of the obligations set forth in this Agreement and the Hansen Loan Documents.

13. Relief from Stay. As of the Effective Date, the automatic stay arising in the Case under section 362 of the Code shall be deemed terminated as to Hansen and property of Debtor and the Estate in which Hansen has an interest.

14. Severability. If any portion of this Agreement is found to be void, voidable, or unenforceable at law, the remaining terms and conditions of this Agreement may be enforced.

15. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law principles of the State of California. The Court shall retain exclusive jurisdiction to resolve any and all disputes pertaining to this Agreement, including without limitation the enforcement and interpretation of any of its terms, and the Parties agree to submit to the jurisdiction of the court for the purpose of resolving such disputes.

16. Further Assurances. Each Party shall execute all instruments and documents and take all actions as may be reasonably required to effectuate the purpose of this Agreement.

17. Modification. This Agreement may be modified only by a writing executed by the Party to this Agreement against whom enforcement of such modification is sought.

18. Attorneys' Fees and Expenses. Each Party shall bear his, her, or its own attorneys' fees, court costs and related expenses incurred by or on behalf of said Party in connection with the preparation of this Agreement and seeking requisite approvals thereof.

19. Interpretation. This Agreement has been negotiated at arms' length, and between persons sophisticated and knowledgeable in matters dealt with in this Agreement. Accordingly, any rule of law, statute, legal decision or common law principle that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose and intent of this Agreement.

20. Authority to Sign. The person signing below on behalf of each Party, and each Party, represents that the signing person has the authority to execute this Agreement on behalf of said Party, and that it is not necessary for any other Party to inquire further into the validity of execution or authority to execute.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same documents. Counterparts may be delivered via facsimile, electronic mail (including PDF or nay electronic signature complying with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transaction Act (Cal. Civ. Code § 1633.1 *et seq.*) or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

BRIDGE DIAGNOSTICS, LLC,
a California limited liability company

By: _____
Name: Ed Bidanset
Title: Chief Restructuring Officer

JASON HANSEN, an individual

By: _____
Name: Jason Hansen

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: **DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION DATED JUNE 18, 2024** 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 **June 24, 2024** , 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:

- **ATTORNEY FOR CREDITOR JASON HANSEN:** Anthony Bisconti tbisconti@bklwlaw.com, 7657482420@filings.docketbird.com;docket@bklwlaw.com
- **ATTORNEY FOR CREDITOR DE LAGE LANDEN:** Christopher Crowell ccrowell@hrhlaw.com
- **TRUSTEE:** Robert Paul Goe (TR) bktrustee@goeforlaw.com, kwareh@goeforlaw.com;bkadmin@goeforlaw.com;C187@ecfcbis.com;kmurphy@goeforlaw.com;rgoe@goeforlaw.com
- **INTERESTED PARTY:** Aaron J Malo amalo@sheppardmullin.com, abilly@sheppardmullin.com;rgolder@sheppardmullin.com
- **ATTORNEY FOR U.S. TRUSTEE:** Queenie K Ng queenie.k.ng@usdoj.gov
- **INTERESTED PARTY:** Jennifer Oliver jennifermarieoliver@gmail.com
- **ATTORNEY FOR CREDITOR UNIVERSITY RESEARCH PARK LLC:** R Gibson Pagter gibson@ppilawyers.com, pagterandperryisaacson@jubileebk.net
- **U.S. TRUSTEE:** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR DEBTOR:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com;lbuchananmh@ecf.courtdrive.com;alinares@ecf.courtdrive.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **June 24, 2024**, 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.

☒ 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 **June 24, 2024**, 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.

THE REQUIREMENT OF LBR 5005-2(d) TO PROVIDE JUDGES COPIES IS SUSPENDED AT THIS TIME

☐ 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.

June 24, 2024	Cynthia Bastida	*/s/ Cynthia Bastida*
Date	*Printed Name*	*Signature*

2. SERVED BY UNITED STATES MAIL: (CONTINUED)

DEBTOR
BRIDGE DIAGNOSTIC, LLC
120 VANTIS DRIVE, SUITE 570
ALISO VIEJO, CA 92656-2618

TRUSTEE
ROBERT PAUL GOE (TR)
GOE FORSYTHE & HODGES LLP
17701 COWAN
BUILDING D, STE 210
IRVINE, CA 92614-6840

US TRUSTEE
UNITED STATES TRUSTEE (SA)
411 W FOURTH ST., SUITE 7160
SANTA ANA, CA 92701-4500

20 LARGEST CREDITOR
AIRSPACE TECHNOLOGIES, INC.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
5909 SEA OTTER PLACE, SUITE 200
CARLSBAD, CA 92010-6675

20 LARGEST CREDITOR
ALFRED LUI, MD, INC.
7 HORSESHOE LANE
PALOS VERDES PENINSULA, CA 90274-4823

20 LARGEST CREDITOR
APOLLO COURIERS INC.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
1039 W HILLCREST BLVD.
INGLEWOOD, CA 90301-2023

20 LARGEST CREDITOR
DAVID WRIGHT TREMAINE, LLP
920 FIFTH AVE., SUITE 3300
SEATTLE, WA 98104-1610

20 LARGEST CREDITOR
ELLKAY, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
200 RIVERFRONT BLVD., 3RD FLOOR
ELMWOOD PARK, NJ 07407-1038

20 LARGEST CREDITOR / POC ADDRESS
ELLKAY, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
10 FURLER STREET PO BOX 209
TOTOWA, NJ 07512-10

20 LARGEST CREDITOR
FEDEX - 2451-0
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
PO BOX 7221
PASADENA, CA 91109-7321

20 LARGEST CREDITOR
FIRST INSURANCE FUNDING
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
PO BOX 7000
CAROL STREAM, IL 60197-7000

20 LARGEST CREDITOR
HAMILTON COMPANY
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
P.O. BOX 10030
RENO, NV 89520-0012

20 LARGEST CREDITOR / SECURED CREDITOR
HOLOGIC SALES AND SERVICES, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
250 CAMPUS DR.
MARLBOROUGH, MA 01752-3020

20 LARGEST CREDITOR
INNOVATIVE MEDICAL MANAGEMENT LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
4175 E. LA PALMA AVENUE, SUITE 215
ANAHEIM, CA 92807-1864

20 LARGEST CREDITOR
KRYSTAL REED, INDIVIDUALLY AND ON BEHALF OF OTHERS SIMILARLY SITUATED
C/O IAN M. SILVERS
BISNAR CHASE LLP
1301 DOVE STREET, SUITE 120
NEWPORT BEACH, CA 92660-2491

20 LARGEST CREDITOR
MEDCARE MSO, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
1000 CORDOVA PLACE, SUITE 206
SANTA FE, NM 87505-1725

20 LARGEST CREDITOR
ROSS BLACKBUM
C/O J. JACKSON WASTE FENNMEMORE
8080 N. PALM AVE., 3RD FL
FRESNO, CA 93711-5797

20 LARGEST CREDITOR
SALES SEARCH AMERICA
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
1612 WESTGATE CIRCLE
BRENTWOOD, TN 37027-8089

RTD 05/30/24 UTF
20 LARGEST CREDITOR
SIRIUS COMPUTER SOLUTIONS, INC.
~~ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS~~
~~P.O. BOX 202289~~
~~DALLAS, TX 75320-2289~~

NEW ADDR TX SOS
20 LARGEST CREDITOR
SIRIUS COMPUTER SOLUTIONS, INC.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
888 ISOM RD
SAN ANTONIO, TX 78216-4034

20 LARGEST CREDITOR
TECAN US INC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
P.O. BOX 602740
CHARLOTTE, NC 28260-2740

20 LARGEST CREDITOR
THE IRVINE COMPANY
662322 - S23399
PO BOX 846462
LOS ANGELES, CA 90084-6462

20 LARGEST CREDITOR
THE IRVINE COMPANY - 2207
110 THEORY#1
PO BOX 846407
LOS ANGELES, CA 90084-6407

20 LARGEST CREDITOR
TXPSI, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
298 INDUSTRIAL BLVD
BASTROP, TX 78602-5020

20 LARGEST CREDITOR
U.S. HEALTHTEK, INC.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
5501 MERCHANTS VIEW SQUARE, #744
HAYMARKET, VA 20169-5439

20 LARGEST CREDITOR
VEOLIA ENVIRONMENTAL SERVICES
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
P.O. BOX 73709
CHICAGO, IL 60673-7709

RTD 05/16/24 UTF
20 LARGEST CREDITOR
WAVELAND RCM, LLC
~~ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS~~
~~1150 FIRST AVENUE, SUITE 511~~
~~KING OF PRUSSIA, PA 19406-1316~~

NEW ADDR PA SOS
20 LARGEST CREDITOR
WAVELAND RCM, LLC
C/O CORPORATE CREATIONS NETWORK, INC.
1001 STATE STREET #1400
ERIE, PA 16501

20 LARGEST CREDITOR
XIFIN, INC.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
12225 EL CAMINO REAL, SUITE 100
SAN DIEGO, CA 92130-3081

SECURED CREDITOR
BAYCAP LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
250 N HARBOR BLVD., SYITE'313
REDONDO BEACH, CA 90277-2585

SECURED CREDITOR
FINANCIAL AGENT SERVICES
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
P.O. BOX 2576
SPRINGFIELD, IL 62708-2576

SECURED CREDITOR
GENPROBE LNSTRUMENTS
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
10210 GENETIC CENTEY DRIVE
SAN DIEGO, CA 92121-4362

SECURED CREDITOR
JASON HANSEN
1409 EMERALD BAY
IRVINE, CA 92617

SECURED CREDITOR
METROPOLITAN CAPITAL BANK & TRUST
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
9 EAST ONTARIO STREET
CHICAGO, IL 60611-2709

SECURED CREDITOR
TECAN U.S., INC.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
9401 GLOBE CENTER DRIVE, SUITE 140
MONISVILLE, NC 27560-6211

SECURED CREDITOR
TECAN U.S., INC.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
P.O. BOX 602740
CHARLOTTE, NC 28260-2740

SECURED CREDITOR
THERMO FISHER FINANCIAL SERVICES
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
168 THIRD AVENUE
WALTHAM, MA 02451-7551

SECURED CREDITOR / POC ADDRESS
THERMO FISHER FINANCIAL SERVICES, INC.
C/O BEVERLY WEISS MANNE
1500 ONE PPG PLACE
PITTSBURGH, PA 15222

CREDITOR
120 VANTIS PROPERTY, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
120 VANTIS DRIVE, SUITE 300
ALISO VIEJO, CA 92656-2677

CREDITOR / AGENT FOR SERVICE
120 VANTIS PROPERTY, LLC
C/O GREGORY J KNAPP
151 KALMUS DR STE F-1
COSTA MESA, CA 92626

CREDITOR
ABLE BUILDING MAINTENANCE
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS
DEPT. 34651
P.O. BOX 39000
SAN FRANCISCO, CA 94139-0001

CREDITOR
AETNA, INC.
AARON MCCOLLOUGH C/O MCGUIREWOODS LLP
77 WEST WACKER DRIVE, SUITE 4100
CHICAGO, IL 60601−1818

CREDITOR
AGILOUST OPORATION
9407 HULL STREET ROAD
NORTH CHESTERTIELD, CA
23236-1660

CREDITOR / POC ADDRESS
AMERICAN TYPE CULTURE
COLLECTION
10801 UNIVERSITY BLVD
MANASSAS, VA 20110

CREDITOR
ANTHEM BLUE CROSS
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
P.O. BOX 51011
LOS ANGELES, CA 90051-5311

CREDITOR
ANTHEM BLUE CROSS LIFE
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
DEPARTMENT L-8 111 .
COLUMBUS, OH 43268-8111

CREDITOR
ANTIMICROBIAL THERAPY, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
PO BOX 276
SPENYVILLE, VA 22740-0276

CREDITOR
ARAMARK SERVICES, INC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
PO B0X 734677
DALLA, TX 75373-4677

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