Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2025

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A This return/report is for:
- [ ] a multiemployer plan
- [ ] a multiple-employer plan (Filers checking this box must provide participating employer information in accordance with the form instructions.)
- [X] a single-employer plan
- [ ] a DFE (specify) _____

B This return/report is:
- [ ] the first return/report
- [ ] the final return/report
- [ ] an amended return/report
- [ ] a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [ ]

D Check box if filing under:
- [X] Form 5558
- [ ] automatic extension
- [ ] the DFVC program
- [ ] special extension (enter description)

E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here. . . . . ▶ [ ]

Part II Basic Plan Information—enter all requested information

1a Name of plan
GASTRO CARE PARTNERS 401(K) PLAN

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 01/01/1997

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
GASTRO CARE PARTNERS MANAGEMENT COMPANY, LLC

8400 EAST PRENTICE AVENUE, SUITE 15
GREENWOOD VILLAGE, CO 80111

2b Employer Identification Number (EIN) 84-3742261

2c Plan Sponsor's telephone number 720-891-7525

2d Business code (see instructions) 621111

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/15/2026	SCOTT SHEEHAN
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a	Plan administrator's name and address [X] Same as Plan Sponsor	**3b**	Administrator's EIN
		3c	Administrator's telephone number
4	If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report:	**4b**	EIN
a	Sponsor's name	**4d**	PN
c	Plan Name		

5	Total number of participants at the beginning of the plan year	**5**	310
6	Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines **6a(1), 6a(2), 6b, 6c,** and **6d**).		
a(1)	Total number of active participants at the beginning of the plan year	**6a(1)**	215
a(2)	Total number of active participants at the end of the plan year	**6a(2)**	259
b	Retired or separated participants receiving benefits	**6b**	4
c	Other retired or separated participants entitled to future benefits	**6c**	80
d	Subtotal. Add lines **6a(2)**, **6b**, and **6c**.	**6d**	343
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	0
f	Total. Add lines **6d** and **6e**.	**6f**	343
g(1)	Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item)	**6g(1)**	200
g(2)	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g(2)**	214
h	Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested.	**6h**	0
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:

2A 2E 2F 2G 2J 2K 3B 3D 3H

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

9a Plan funding arrangement (check all that apply)		**9b** Plan benefit arrangement (check all that apply)	
(1)	[X] Insurance	**(1)**	[X] Insurance
(2)	[ ] Code section 412(e)(3) insurance contracts	**(2)**	[ ] Code section 412(e)(3) insurance contracts
(3)	[ ] Trust	**(3)**	[ ] Trust
(4)	[ ] General assets of the sponsor	**(4)**	[ ] General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- **(1)** [X] **R** (Retirement Plan Information)
- **(2)** [ ] **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- **(3)** [ ] **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary
- **(4)** [ ] **DCG** (Individual Plan Information) – Number Attached _____
- **(5)** [ ] **MEP** (Multiple-Employer Retirement Plan Information)

b General Schedules

- **(1)** [X] **H** (Financial Information)
- **(2)** [ ] **I** (Financial Information – Small Plan)
- **(3)** [X] **A** (Insurance Information) – Number Attached 1
- **(4)** [X] **C** (Service Provider Information)
- **(5)** [ ] **D** (DFE/Participating Plan Information)
- **(6)** [ ] **G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2025 Form M-1 annual report. If the plan was not required to file the 2025 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code_____

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2025

This Form is Open to Public Inspection

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
GASTRO CARE PARTNERS 401(K) PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
GASTRO CARE PARTNERS MANAGEMENT COMPANY, LLC

D Employer Identification Number (EIN)
84-3742261

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions

Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier
VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

(b) EIN	(c) NAIC code	(d) Contract or identification number	(e) Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	(g) To
71-0294708	86509	372586-01	343	01/01/2025	12/31/2025

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in line 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	(b) Total amount of fees paid

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	64111
5	Current value of plan's interest under this contract in separate accounts at year end	5	

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶

b	Premiums paid to carrier	6b	
c	Premiums due but unpaid at the end of the year	6c	
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount.	6d	

Specify nature of costs ▶

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity

(3) ☐ other (specify) ▶

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan, check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☐ immediate participation guarantee

(3) ☐ guaranteed investment (4) ☒ other ▶ GROUP PENSION FUNDING

b	Balance at the end of the previous year			7b	121412
c	Additions: (1) Contributions deposited during the year	7c(1)	8248		
	(2) Dividends and credits	7c(2)			
	(3) Interest credited during the year	7c(3)	1706		
	(4) Transferred from separate account	7c(4)			
	(5) Other (specify below)	7c(5)	65449		
	▶ *				
	(6)Total additions			7c(6)	75403
d	Total of balance and additions (add lines **7b** and **7c(6)**).			7d	196815
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)	132295		
	(2) Administration charge made by carrier	7e(2)	410		
	(3) Transferred to separate account	7e(3)			
	(4) Other (specify below)	7e(4)			
	▶				
	(5) Total deductions			7e(5)	132705
f	Balance at the end of the current year (subtract line **7e(5)** from line **7d**)			7f	64110

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

- **a** ☐ Health (other than dental or vision)
- **b** ☐ Dental
- **c** ☐ Vision
- **d** ☐ Life insurance
- **e** ☐ Temporary disability (accident and sickness)
- **f** ☐ Long-term disability
- **g** ☐ Supplemental unemployment
- **h** ☐ Prescription drug
- **i** ☐ Stop loss (large deductible)
- **j** ☐ HMO contract
- **k** ☐ PPO contract
- **l** ☐ Indemnity contract
- **m** ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in line **9c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, line 2 above, report amount.			**10b**	

Specify nature of costs.

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ **File as an attachment to Form 5500.**	**2025** **This Form is Open to Public Inspection.**

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
GASTRO CARE PARTNERS 401(K) PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
GASTRO CARE PARTNERS MANAGEMENT COMPANY, LLC

D Employer Identification Number (EIN)
84-3742261

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . [X] Yes [ ] No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

VOYA RETIREMENT INSURANCE & ANNUITY

71-0294708

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

MORGAN STANLEY

8400 E PRENTICE AVE, STE 1500
GREENWOOD VILLAGE, CO 80111

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
99	SERVICE PROVIDER	32139	Yes [X] No [ ]	Yes [X] No [ ]	0	Yes [ ] No [X]

(a) Enter name and EIN or address (see instructions)

VOYA RETIREMENT INSURANCE & ANNUITY

71-0294708

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
64	SERVICE PROVIDER	11272	Yes [X] No [ ]	Yes [X] No [ ]	1	Yes [ ] No [X]

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes [ ] No [ ]	Yes [ ] No [ ]		Yes [ ] No [ ]

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

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(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

a Name:

b EIN:

c Position:

d Address:

e Telephone:

Explanation:

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
GASTRO CARE PARTNERS 401(K) PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
GASTRO CARE PARTNERS MANAGEMENT COMPANY, LLC

D Employer Identification Number (EIN)
84-3742261

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	12852171	12875935
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)	121412	64111
(15) Other	1c(15)		

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
1e Buildings and other property used in plan operation	1e		
1f Total assets (add all amounts in lines 1a through 1e)	1f	12973583	12940046
Liabilities			
1g Benefit claims payable	1g		
1h Operating payables	1h		
1i Acquisition indebtedness	1i		
1j Other liabilities	1j		
1k Total liabilities (add all amounts in lines 1g through1j)	1k	0	0
Net Assets			
1l Net assets (subtract line 1k from line 1f)	1l	12973583	12940046

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)	896075	
(B) Participants	2a(1)(B)	865123	
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		1761198
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)	1706	
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		1706
(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	677328	
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		677328
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		0
(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		0

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		1199517
c Other income	2c		294
d Total income. Add all **income** amounts in column (b) and enter total	2d		3640043
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	3630169	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		3630169
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
i Administrative expenses:			
(1) Salaries and allowances	2i(1)		
(2) Contract administrator fees	2i(2)	11022	
(3) Recordkeeping fees	2i(3)		
(4) IQPA audit fees	2i(4)		
(5) Investment advisory and investment management fees	2i(5)	32139	
(6) Bank or trust company trustee/custodial fees	2i(6)		
(7) Actuarial fees	2i(7)		
(8) Legal fees	2i(8)		
(9) Valuation/appraisal fees	2i(9)		
(10) Other trustee fees and expenses	2i(10)		
(11) Other expenses	2i(11)	250	
(12) Total administrative expenses. Add lines **2i(1)** through **(11)**	2i(12)		43411
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		3673580
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-33537
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [X] Unmodified **(2)** [ ] Qualified **(3)** [ ] Disclaimer **(4)** [ ] Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1) [X] DOL Regulation 2520.103-8 **(2)** [ ] DOL Regulation 2520.103-12(d) **(3)** [ ] neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: BAKER TILLY US, LLP **(2)** EIN: 30-1413443

d The opinion of an independent qualified public accountant is **not attached** as part of Schedule H because:

(1) [ ] This form is filed for a CCT, PSA, DCG or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l. DCGs do not complete lines 4e, 4f, 4k, 4l, and 5, and DCGs generally complete the rest of Part IV collectively for all plans in the DCG, except as otherwise provided (see instructions).

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	**4a**		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	**4b**		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	**4c**		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	**4d**		X	
e Was this plan covered by a fidelity bond?	**4e**	X		500000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	**4f**		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4g**		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4h**		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	**4i**	X		
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)	**4j**		X	
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	**4k**		X	
l Has the plan failed to provide any benefit when due under the plan?	**4l**		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	**4m**		X	
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	**4n**			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? [ ] Yes [X] No

If "Yes," enter the amount of any plan assets that reverted to the employer this year _____.

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

5c Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.) ..... ☐ Yes ☐ No ☐ Not determined

If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year _____.

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection.

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
GASTRO CARE PARTNERS 401(K) PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
GASTRO CARE PARTNERS MANAGEMENT COMPANY, LLC

D Employer Identification Number (EIN)
84-3742261

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions ..... | **1** |

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 71-0294708

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year ..... | **3** |

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 **a** Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived) ..... | **6a** |

b Enter the amount contributed by the employer to the plan for this plan year ..... | **6b** |

c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount) ..... | **6c** |

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☐ **Decrease** ☐ **Both** ☐ **No**

Part IV ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ **Yes** ☐ **No**

11 **a** Does the ESOP hold any preferred stock? ..... ☐ **Yes** ☐ **No**

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ **Yes** ☐ **No**

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ **Yes** ☐ **No**

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that (1) contributed more than 5% of total contributions to the plan during the plan year or (2) was one of the top-ten highest contributors (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:

a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants: ☐ last contributing employer ☐ alternative ☐ reasonable approximation (see instructions for required attachment)	**14a**	
b The plan year immediately preceding the current plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14b**	
c The second preceding plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete lines (a) and (b):

a Enter the percentage of plan assets held as:
Public Equity: _____% Private Equity: _____% Investment-Grade Debt and Interest Rate Hedging Assets: _____%
High-Yield Debt: _____% Real Assets: _____% Cash or Cash Equivalents: _____% Other: _____%

b Provide the average duration of the Investment-Grade Debt and Interest Rate Hedging Assets:
☐ 0-5 years ☐ 5-10 years ☐ 10-15 years ☐ 15 years or more

20 **PBGC missed contribution reporting requirements.** If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.

a Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? ☐ Yes ☐ No

b If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

☐ Yes.

☐ No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.

☐ No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.

☐ No. Other. Provide explanation._____

Part VII IRS Compliance Questions

21a Does the plan satisfy the coverage and nondiscrimination tests of Code sections 410(b) and 401(a)(4) by combining this plan with any other plans under the permissive aggregation rules? ☐ Yes ☒ No

21b If this is a Code section 401(k) plan, check all boxes that apply to indicate how the plan is intended to satisfy the nondiscrimination requirements for employee deferrals and employer matching contributions (as applicable) under Code sections 401(k)(3) and 401(m)(2).

☒ Design-based safe harbor method

☐ "Prior year" ADP test

☒ "Current year" ADP test

☐ N/A

22 If the plan sponsor is an adopter of a pre-approved plan that received a favorable IRS Opinion Letter, enter the date of the Opinion Letter 06 / 30 / 2020 (MM/DD/YYYY) and the Opinion Letter serial number Q702844A .

Gastro Care Partners Investment Holdings, LLC and Subsidiaries

Consolidated Financial Statements

December 31, 2025 and 2024

Gastro Care Partners Investment Holdings, LLC and Subsidiaries

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December 31, 2025 and 2024

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Independent Auditors' Report

To the Board of Directors of
Gastro Care Partners Investment Holdings, LLC

Opinion

We have audited the consolidated financial statements of Gastro Care Partners Investment Holdings, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of operations, changes in members' deficit and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Substantial Doubt About the Company's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 15 to the consolidated financial statements, the Company has suffered recurring losses from operations, declining cash flows from operations, and is in violation of certain debt covenants under its credit agreement that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 15. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Emphasis of Matter

As discussed in Note 5 to the consolidated financial statements, the Company acquired a trade name in a 2021 business combination that it did not recognize separately from goodwill in the consolidated financial statements, and has stated that the effects of this departure from accounting principles generally accepted in the United States of America on the consolidated financial statements is immaterial. Our opinion is not modified with respect to this matter.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Baker Tilly US, LLP

Iselin, New Jersey
May 8, 2026

Gastro Care Partners Investment Holdings, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2025 and 2024
(In Thousands)

	2025	2024
Assets		
Current Assets		
Cash and cash equivalents	$ 908	$ 399
Accounts receivable	5,806	9,765
Related-party receivable for physician retention bonus	238	238
Prepaid expenses and other current assets	334	601
Total current assets	7,286	11,003
Property and Equipment, Net	2,365	2,342
Intangible Assets, Net	2,176	2,906
Goodwill, Net	39,944	48,692
Operating Lease Right-of-Use Assets	10,066	10,488
Security Deposits	92	91
Total assets	$ 61,929	$ 75,522
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 2,567	$ 2,199
Due to related party	4,565	3,241
Accrued expenses and other liabilities	778	995
Accrued salaries, wages and benefits	3,616	4,303
Operating lease liabilities, current	1,439	1,301
Current portion of long-term debt	44,518	38,019
Contingent liabilities	-	600
Other liabilities	1,981	993
Total current liabilities	59,464	51,651
Promissory Notes	1,755	-
Other Long-Term Liabilities (See Note 11)	37,704	35,604
Operating Lease Liabilities, Long-Term	9,452	9,586
Total liabilities	108,375	96,841
Members' Deficit		
Class A members' equity; authorized, issued and outstading 76,901.837 and 76,883.331 units in 2025 and 2024	69,707	69,479
Accumulated deficit	(116,238)	(90,798)
Noncontrolling interest	85	-
Total members' deficit	(46,446)	(21,319)
Total liabilities and members' deficit	$ 61,929	$ 75,522

See notes to consolidated financial statements

Gastro Care Partners Investment Holdings, LLC and Subsidiaries

Consolidated Statements of Operations
Years Ended December 31, 2025 and 2024
(In Thousands)

	2025	2024
Operating Revenues		
Net patient revenue	$ 47,623	$ 51,295
Other revenue	3,924	12
Total operating revenues	51,547	51,307
Operating Expenses		
Provider costs	29,263	27,174
Other direct expenses	4,878	3,892
Indirect operating expenses	20,309	18,194
General and administrative	2,836	2,577
Management fee	867	1,287
Share-based compensation	2,100	4,988
Depreciation	1,450	1,283
Amortization	9,478	9,369
Total operating expenses	71,181	68,764
Loss from operations	(19,634)	(17,457)
Other (Income) Expense	(125)	790
Interest Expense	5,921	5,580
Net loss	(25,430)	(23,827)
Less net income attributable to the noncontrolling interest	10	-
Net loss attributable to Gastro Care Partners Investment Holdings, LLC	$ (25,440)	$ (23,827)

See notes to consolidated financial statements

Gastro Care Partners Investment Holdings, LLC, Subsidiaries

Consolidated Statements of Changes in Members' Deficit
Years Ended December 31, 2025 and 2024
(In Thousands)

	Class A Members' Equity	Accumulated Deficit	Noncontrolling Interest	Total Members' (Deficit) Equity
Balance, December 31, 2023	$ 63,451	$ (66,973)	$ -	$ (3,522)
Capital contributions	6,028	-	-	6,028
Net loss	-	(23,825)	-	(23,825)
Balance, December 31, 2024	69,479	(90,798)	-	(21,319)
Capital contributions	228	-	75	303
Net (loss) income	-	(25,440)	10	(25,430)
Balance, December 31, 2025	$ 69,707	$ (116,238)	$ 85	$ (46,446)

See notes to consolidated financial statements

Gastro Care Partners Investment Holdings, LLC and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2025 and 2024
(In Thousands)

	2025	2024
Cash Flows From Operating Activities		
Net loss	$ (25,430)	$ (23,825)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	1,450	1,283
Amortization of goodwill and intangible assets	9,478	9,369
Amortization of deferred financing costs	608	559
Loss on investments in joint ventures	-	668
Share-based compensation	2,100	4,988
Capitalized payment-in-kind interest on debt	5,248	-
Effects of changes in operating assets and liabilities:		
Accounts receivable	3,959	(4,099)
Prepaid expenses and other current assets	267	(207)
Security deposits	(1)	(61)
Accounts payable and accrued expenses and other liabilities	875	386
Accrued salaries, wages and benefits	(687)	1,093
Change in operating lease assets and liabilities	426	156
Other liabilities	988	593
Net cash used in operating activities	(719)	(9,097)
Cash Flows From Investing Activities		
Acquisition of business (net of cash acquired of $277,789)	-	(175)
Acquisition of contracts	-	(200)
Capital expenditures	(1,473)	(204)
Net cash used in investing activities	(1,473)	(579)
Cash Flows From Financing Activities		
Proceeds from issuance of term loan	-	2,000
Proceeds from revolver	1,500	-
Proceeds from issuance of promissory notes	1,500	-
Principal payments on term loan	(407)	(407)
Cash paid for financing costs	(195)	-
Issuance of member A units	228	6,028
Capital contributions from noncontrolling interest	75	-
Net cash provided by financing activities	2,701	7,621
Net increase (decrease) in cash and cash equivalents	509	(2,055)
Cash and Cash Equivalents, Beginning	399	2,454
Cash and Cash Equivalents, Ending	$ 908	$ 399
Supplemental Disclosures for Cash Flow Information		
Deferred purchase price obligation incurred	$ -	$ 600
Equity issued for contract acquisition	$ -	$ 100
Cash paid for interest	$ 65	$ 5,022

See notes to consolidated financial statements

1. Organization and Nature of Operations

Gastro Care Partners Investment Holdings, LLC (the Company) is a Delaware limited liability company which was formed on November 14, 2019 for the purpose of acquiring and managing physician practices that provide gastroenterology services to patients. The Company shall continue in perpetuity, unless terminated earlier. Revenues of the physician practices constitute approximately 100% of total revenues in 2025 and 2024.

Through its wholly owned subsidiary Gastro Care Partners Management Company, LLC (GCP Management), the Company acquires substantially all of the assets and nonprovider employees of certain physician practices. The structure of each acquisition is dependent on each state's laws pertaining to corporate practice of medicine. GCP Management will purchase the physician groups directly as subsidiaries, if permitted by state law, or acquires the nonclinical piece of the business directly in states with strict prohibition against corporate practice of medicine, while the professional entities are wholly owned by partner physician(s) licensed in the state where the professional entity is organized. Simultaneously, GCP Management enters into management services agreements (MSA) with these physician practices, by which GCP Management performs all day-to-day nonclinical managerial and administrative functions necessary to support the provision of clinical services in return for a management fee.

December 6, 2019 Transaction

On December 6, 2019, an affiliate of a private equity sponsor obtained a controlling interest in the Company. The acquisition was funded through $37,887 of sponsor equity contributions, proceeds from $12,500 of debt issuance and a $250 equity contribution from the lender. In connection with the acquisition, GCP Management has an MSA with Peak Gastroenterology Associates, Inc. (a Colorado Professional Corporation).

April 15, 2021 Transaction

On April 15, 2021, the Company completed the acquisition of Gastroenterology Associates, LLC (a Wyoming limited liability company). The acquisition was funded through $17,121 of sponsor equity contributions, proceeds from $22,500 debt issuance, draw down of $9,500 on existing credit facilities and a $143 equity contribution from the lender. In connection with the acquisition, GCP Management has an MSA with Gastroenterology Associates, LLC.

March 11, 2024 Transaction

On March 11, 2024, the Company completed the acquisition of Reddy GI Associates, LLC, (an Arizona limited liability company) and related entities including Arizona Health Research, LLC, CAGLI Holdings, Inc, and Central Arizona GI & Liver Institute LLC, for $952. On the date of closing, the Company paid the seller $452. In 2024, the Company recorded contingent consideration of $500 in connection with the acquisition, which was included in contingent liabilities on the consolidated balance sheets. The deferred payment was due 18 months after the closing date. In 2025, the contingent consideration conditions are not met and the arrangement expired. The contingent consideration was written off and the gain on fair value change of contingent consideration was recognized in other income. GCP Management has an MSA with Reddy GI Associates, LLC. In May 2025, the Company sold 15% of the equity in Central Arizona GI & Liver Institute LLC for $293 to two minority members.

March 11, 2024 Asset Purchase

On March 11, 2024, the Company purchased certain provider contracts from Arizona Gastro Care, PLLC for $300 cash and $100 of Class B Units. At the time of the closing, the Company paid $200 cash and issued 181.82 Class B Units to the seller. The Companies funded the purchase through cash on hand as of the closing date. An additional cash payment of $100 following the one-year anniversary of the closing date. The deferred payment was included in contingent liabilities on the consolidated balance sheets as of December 31, 2024. The liability was paid in 2025.

Variable Interest Entities

A Variable Interest Entity (VIE) is an entity that either (i) has insufficient equity to permit the entity to finance its activities without additional subordinated financial support; or (ii) has equity investors who lack the characteristics of a controlling financial interest. A VIE is consolidated by its primary beneficiary. The primary beneficiary has both the power to direct certain management activities that most significantly impact the entity's economic performance and the obligation to provide funding that effectively absorb losses or the right to receive benefits from the entity that could potentially be significant to the VIE. If the Company determines that it has effective management power and the obligation to provide funding that effectively absorb losses or receive benefits, then the Company consolidates the VIE as the primary beneficiary, and if not, does not consolidate.

Effective May 1, 2025, the Company holds an 85% controlling interest in Central Arizona GI & Liver Institute LLC, while physician investors collectively hold 15% as minority equity interests, with limited voting rights and no management authority. Profits and distributions are allocated on a pro rata basis according to ownership percentages, and accordingly, the physician investors' interests are presented as noncontrolling interests in the consolidated financial statements.

The Company analyzed the physician practices it manages to determine if the Company is effectively the primary beneficiary. Due to the MSA in place with each physician practice, it was determined that the physician practices are considered VIEs and have been consolidated into these financial statements on the effective date of each MSA. The management fees under the MSAs are eliminated in consolidation.

Assets recognized as a result of the consolidated VIEs, generally represent additional assets that could be used to satisfy claims against the Company's general assets. Conversely, liabilities recognized as a result of the consolidated VIEs do not represent additional claims on the Company's general assets; rather, they represent claims against the specific assets of the consolidated VIE. Management determined, the assets of the VIEs represent assets available to settle obligations of the consolidated VIEs and of the Company.

At December 31, the VIEs' assets and liabilities were as follows:

	2025	2024
Cash and cash equivalents	$ 663	$ 84
Accounts receivable	6,444	9,945
Prepaid expenses and other assets	302	457
Property and equipment, net	22	-
Intercompany receivable, affiliates (eliminates in consolidation)	3,302	-
Total VIEs' assets	$ 10,733	$ 10,486
Accounts payable and accrued expenses	$ 3,369	$ 3,728
Management fees payable, affiliates (eliminates in consolidation)	-	3,562
Total VIEs' liabilities	$ 3,369	$ 7,290

2. Summary of Significant Accounting Policies

Principles of Consolidation and Basis of Presentation

The consolidated financial statements have been prepared in accordance with the accounting principles generally accepted in the United States of America (GAAP) and include the accounts of all controlled subsidiaries, which includes the accounts of the VIEs identified in Note 1. Noncontrolling interests in less-than-wholly-owned consolidated subsidiaries of the Company are presented as a component of total equity to distinguish between the interest of the Company and the interests of noncontrolling owners. The consolidation of the VIEs does not change any legal ownership of the VIEs. All significant intercompany balances and transactions have been eliminated in consolidation. Operating results for acquisitions are consolidated with the Company's financial statements from their acquisition dates. Amounts presented in the consolidated financial statements and notes are in thousands of U.S. dollars, unless otherwise indicated.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates. Significant items subject to such estimates and assumptions include the useful life of goodwill and intangible assets, the value of the trade name, the allowance for doubtful accounts and the implicit price concessions, as well as other contingencies. The Company bases its estimates on historical experiences, known or expected trends, independent valuations and other assumptions that are believed to be reasonable based on information available as of the date of the issuance of these consolidated financial statements. Accounts receivable, reported on the consolidated balance sheet as of December 31, 2025, is based on expected collections determined by an evaluation of expected net patient revenue. This estimate could change materially in the near term as patient accounts receivable are liquidated and more information about subsequent cash collections becomes available.

Accounts Receivable

Patient accounts receivable is reported at net realizable value at the transaction price based on standard charges for services provided, reduced by contractual adjustments provided to third-party payors and implicit price concessions provided to patients, and do not bear interest. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient revenue in the period of the change.

The Company assesses collectability on patient contracts prior to the recognition of net patient service revenues. Accounts are written off through the provision for credit loss when the Company has exhausted all collection efforts and determines accounts are impaired based on changes in patient credit worthiness.

Patient accounts receivable balances are reported on the consolidated balance sheets as of December 31, 2025 and 2024. Patient accounts receivable was $5,300 as of December 31, 2023.

Allowance for Credit Loss on Guarantees of Debt for Joint Venture Investments

The Company has unconditionally guaranteed the debt of its joint venture investments (see Note 6). The Company estimates expected credit losses over the contractual period in which the Company is exposed to credit risk via a contractual obligation to extend credit unless that obligation is unconditionally cancellable by the Company. The allowance for credit losses on guarantees of debt for its joint venture investments is adjusted through credit loss expense. The estimate includes consideration of the likelihood that funding will occur and an estimate of expected credit losses on commitments expected to be funded over its estimated life. The Company determined that no allowance for credit losses on guarantees of debt for its joint venture investments was needed as of December 31, 2025 based on the following factors: debt repayments began in October 2024 and payments have been made, the joint ventures have received equity contributions from their investors and have enough liquidity to fund operations. The Company includes the outstanding debt of the joint ventures in its debt covenant calculations.

Net Patient Revenue

The Company received payments through reimbursement from Medicaid and Medicare programs, directly from individual patients (private pay) and third-party insurers.

Net patient revenue includes three main areas of revenue, which is recognized at the transaction price in the period services are performed and performance obligations are satisfied. Fee for Service, Contracted Services and Research revenue. Fee for Service revenue is recorded based on standard charges applicable to all patients. Under Medicare and other reimbursement programs, the Company is reimbursed for services rendered to covered program patients as determined by predetermined reimbursements rates. The difference between established billing rates and the predetermined rates reimbursable by the programs and patient payments is recorded as a reduction to revenues. Contracted Services revenue is recorded based on contracted rates for physicians to provide services to various area hospitals and Research revenue is recorded based on participant visits performed as a part of a research study and anticipated reimbursement rates from pharmaceutical companies.

Generally, because all the Company's performance obligations relate to contracts with a duration of less than one year, the Company has elected to apply the optional exemption provided in Accounting Standards Codification (ASC) 606-10-50-14(a), and therefore, the Company is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. Any unsatisfied or partially unsatisfied performance obligations related to the Company's contracts at the end of the reporting period generally occurs within days or weeks of the end of the reporting period.

The Company determines the transaction price based on standard charges for services provided, reduced by contractual adjustments provided to third-party payors and implicit price concessions provided to patients. The Company determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies and historical experience. Agreements with third-party payors typically provide for payments at amounts less than established charges and are based upon prospective rates. The Company determines its estimate of implicit price concessions based on its historical collection experience. Subsequent changes to the estimate of the transaction price are generally recorded as adjustment to net patient service revenue in the period of the change.

Retroactive adjustments that are likely to result from future examinations by third-party payors are accrued on an estimated basis in the period the related services are rendered and adjusted as necessary in future periods based upon new information or final settlement.

The Company records revenue and the related receivables at the time of services are provided to the patient. Upon delivery of services, the Company has no additional performance obligation to the patient.

Indirect Operating Expenses

Indirect operating expenses includes salary and wages, professional fees and facility related expenses for corporate level activities and other activities not directly allocable to patient services.

Cash and Cash Equivalents

Cash and cash equivalents includes cash on hand and other highly liquid temporary investments with maturities of 90 days or less when purchased. All cash and cash equivalents are maintained with major financial institutions in North America. Deposits with these financial institutions may exceed the amount of insurance provided on such deposits; however, these deposits typically may be redeemed upon demand, and therefore, bear minimal risk.

Inventories

Inventories, consisting primarily of medical supplies and injectable drugs, are stated at the lower of cost or net realizable value using the average cost method.

Property and Equipment

Property and equipment are carried at cost. Depreciation is computed for furniture and fixtures, leasehold improvements, computer hardware and medical equipment using the straight-line method over estimated useful lives ranging from three to five years.

Long-Lived Assets and Amortizable Intangible Assets

The Company's long-lived assets, including property and equipment and purchased intangible assets subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to the future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized to the extent the carrying amount of the asset exceeds the fair value of the asset.

The Company's intangible assets subject to amortization are primarily trade names and provider contracts, which were obtained from acquisitions and are being amortized using the straight-line method over their estimated useful lives of 10 years and 3 years, respectively.

Goodwill

The Company has elected the accounting alternative to amortize goodwill. Goodwill represents the excess of the aggregate purchase price over the fair value of the net identifiable assets acquired in a business combination. Goodwill is amortized over 10 years. Goodwill is tested for impairment when a triggering event occurs that indicates the fair value of the Company may be below the carrying value. The Company has elected the accounting alternative to assess impairment at the entity level rather than the reporting unit level. Management determined there was a triggering event in 2025 due the Company's history of net losses and negative cash flows from operations in 2025. Management performed a quantitative analysis to test for goodwill impairment using the equity method and determined there is no impairment to goodwill in 2025. Under the equity method, the Company's carrying amount is negative as of December 31, 2025.

Lease Obligations and Right-of-Use Assets

The Company evaluates at contract inception whether a lease exists and recognizes a lease obligation and right-of-use asset for all leases with a term greater than 12 months. Leases are classified as either finance or operating. All lease liabilities are measured at the present value of the future lease payments using a discount rate. The future lease payments used to measure the lease liability include fixed payments, as well as the exercise price of any options to purchase the underlying asset that have been deemed reasonably certain of being exercised, if applicable. Future lease payments for optional renewal periods that are not reasonably certain of being exercised are excluded from the measurement of the lease liability. For all leases, the right-of-use asset is initially derived from the measurement of the lease liability and adjusted for certain items, such as initial direct costs and lease incentives received. Right-of-use assets are subject to long-lived impairment testing.

Operating lease expense is recognized on a straight-line basis over the lease term and is included within indirect operating expenses in the consolidated statements of operations. The lease term is determined based on the date the Company acquires control of the leased premises through the end of the lease term.

Income Taxes

The Company makes no provision for federal income taxes because its members are responsible for the tax on their share of the taxable income, are allocated company losses and are entitled to any available tax credits on their income tax returns. The Company generally makes no provision for federal and state income taxes.

Commitments and Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties as well as other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated.

Deferred Financing Costs

Deferred financing costs represent bank commitment fees, legal and other costs incurred in relation to debt agreements, which are deferred and amortized over the term of the related debt using the straight-line method, which the Company has determined is not materially different from the effective-interest method. Amortization of deferred financing costs are included in interest expense in the consolidated statements of operations. For the years ended December 31, 2025 and 2024, respectively, the amortization of deferred financing costs was $608 and $559.

Insurance Reserves

The Company is insured by third-party insurers for insurance at coverage levels deemed adequate by management, including professional liability insurance and workers' compensation insurance. If the Company were to terminate this coverage, then the Company would be liable for claims that were reported following the termination date. GAAP requires that health care entities not net insurance recoveries against a related claim liability.

Allocation of Profit and Loss to Members' Capital Accounts

Under the terms of the Limited Liability Company Operating Agreement, as amended, the Company issued three classes of voting membership units, Class A, Class B and Class B-1 (Note 11). Unit and share amounts are presented on an actual basis; all dollar amounts are presented in thousands. The Company has authorized the issuance of up to 22,078.470 nonvoting Class C management incentive units. As of December 31, 2025 and 2024, 22,078.470 management incentive units have been granted, which include an in-substance performance condition.

Recipients of such Class C units will not receive distributions in the normal course of business due to the high threshold of distribution required, and the level of subordination. Recipients are more likely to receive residual value upon an exit or other liquidation event. Accordingly, no compensation expense has been recorded in the accompanying consolidated statements of operations for the Class C units.

The net profit or loss is allocated between the members' capital accounts to ensure the ending capital account balances equal the amounts which would be distributed to each class of members in the event of liquidation of the Company in accordance with the Limited Liability Company Operating Agreement, as amended.

Distributions will be allocated pro rata in proportion to the number of units held by each member treated as one class of units.

Business Combinations

The Company applies the guidance in ASC Topic 805, *Business Combinations*, which establishes principles and requirements for how an acquirer recognizes and measures in its consolidated financial statements the identifiable assets acquired, the liabilities assumed and any noncontrolling interest in the acquiree; recognizes and measures the goodwill acquired in the business combination or gain from a bargain purchase and determines what information to disclose to enable users of the consolidated financial statements to evaluate the nature and the financial effects of the business combination (Note 3).

Share-Based Compensation

The Company follows ASC Topic 718*, Stock Compensation*, for measuring share compensation. Under this method, compensation costs recognized include all share-based (unit) payments granted, based upon the fair value on the grant date estimated in accordance with the provisions of ASC 718. Compensation cost is recorded on a straight-line basis over the vesting period of service.

Employee Retention Credits

The Employee Retention Credit (ERC), which was included as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act and amended by the Consolidated Appropriations Act (CAA), the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA), incentivizes employers severely impacted by the COVID-19 pandemic to retain their employees when they might otherwise find it difficult to do so. The fully refundable tax credit is allowed against the employer's share of employment taxes for qualified wages paid after March 12, 2020 and before October 1, 2021. Credits in excess of the tax amounts paid by an employer are treated as overpayments and are also refunded to the employer. The ERC is calculated as a percentage of qualified wages (as defined in the CARES Act, as amended) paid by an eligible employer.

The Company has elected to account for the credit as a government grant. GAAP do not include grant accounting guidance for for-profit entities, therefore, the Company has elected to follow the grant accounting model in International Accounting Standard (IAS) 20, *Accounting for Government Grants and Disclosure of Government Assistance*. In accordance with IAS 20, the Company cannot recognize any income from the grant until there is reasonable assurance (similar to the "probable" threshold in GAAP) that any conditions attached to the grant will be met and that the grant will be received.

As of December 31, 2025, the Company had claimed ERC amounts totaling approximately $3,921 for the period from the 2nd quarter of 2020 through the 3rd quarter of 2021. The Company determined that all conditions related to the credit had been substantially met and, accordingly, recognized the full amount as income and is included within other revenue on the consolidated statement of operations for the year ended December 31, 2025.

3. Acquisition

On March 11, 2024, the Company acquired 100% of the outstanding common shares of Reddy GI Associates, LLC. The acquisition was completed in order to expand the footprint of the Company and increase revenue and cash flow streams. The acquisition was accounted for under the acquisition method of accounting under ASC Topic 805, *Business Combinations*. Goodwill recognized in the acquisition is attributable to the expected synergies of the combined operations.

The acquisition date fair value of the consideration transferred for Reddy GI, LLC, consisted of the following:

Cash paid to seller	$	452
Contingent consideration		500
Total	$	952

In 2025, the contingent consideration conditions are not met and the arrangement expired; as a result, the related liability is written off and $500 is reported in other income on the consolidated statements of operations for the year ended December 31, 2025.

The following table summarizes the estimated fair values of the recognized amounts of identifiable assets acquired, and liabilities assumed for Gastroenterology Associates, LLC:

Cash and cash equivalents	$	278
Accounts receivable, net *		366
Fixed assets, net		299
ROU asset		1,926
Other assets		40
Accounts payable and other accrued expenses		(372)
Accrued salary and benefits		(201)
ROU obligation		(1,926)
Total identifiable net assets		410
Goodwill		542
Total purchase price	$	952

* The contractual amount of accounts receivable approximates fair value due to their short-term nature.

The Company incurred transaction costs of $369 related to the 2024 acquisition, which is included in general and administrative, indirect operating and other expense in the accompanying consolidated statement of operations for the year ended December 31, 2024.

4. Property and Equipment

At December 31, 2025 and 2024, property and equipment are comprised of the following:

	2025	2024
Furniture and fixtures	$ 109	$ 70
Leasehold improvements	3,004	2,295
Computer hardware and software	831	765
Medical equipment	2,381	1,744
Total	6,325	4,874
Less accumulated depreciation	(3,982)	(2,532)
Construction in progress	22	-
Property and equipment, net	$ 2,365	$ 2,342

Depreciation expense for property and equipment for the years ended December 31, 2025 and 2024 was $1,450 and $1,283, respectively.

5. Goodwill and Intangible Assets

Intangible assets and goodwill consisted of the following at December 31:

	2025		
	Cost	Accumulated Amortization	Carrying Amount
Tradename	$ 5,300	$ (3,216)	$ 2,084
Provider contracts	400	(308)	92
Goodwill	87,486	(47,542)	39,944
Total	$ 93,186	$ (51,066)	$ 42,120

	2024		
	Cost	Accumulated Amortization	Carrying Amount
Tradename	$ 5,300	$ (2,686)	$ 2,614
Provider contracts	400	(108)	292
Goodwill	87,486	(38,794)	48,692
Total	$ 93,186	$ (41,588)	$ 51,598

Amortization expense for intangible assets for years ended December 31, 2025 and 2024 was $730 and $638, respectively. Amortization expense for goodwill for each of the years ended December 31, 2025 and 2024 was $8,748 and $8,731, respectively.

The following table shows the changes in the carrying amount of goodwill for the years ended December 31:

	2025	2024
Beginning carrying value, goodwill	$ 48,692	$ 56,881
Acquired goodwill	-	542
Amortization of goodwill	(8,748)	(8,731)
Ending carrying amount, goodwill	$ 39,944	$ 48,692

Future amortization expense for goodwill and intangible assets at December 31, 2025, is as follows:

	Goodwill	Intangibles (Trade Name)
2026	$ 8,749	$ 630
2027	8,749	549
2028	8,749	530
2029	8,749	467
2030	4,007	-
Thereafter	941	-
Total	$ 39,944	$ 2,176

The Company acquired Gastroenterology Associates, LLC during 2021. There was a tradename acquired in connection with the acquisition, which the Company decided not to separately recognize from goodwill on the consolidated balance sheets. GAAP requires that intangible assets acquired in a business combination be recognized separately from goodwill at the date of acquisition, and that the aggregate amount of goodwill be presented as a separate line item in the consolidated statements of financial position. Management estimated the trade name fair value at the date of acquisition to be approximately $4.6 million (unaudited) with an estimated useful life of 10 years and believes the departure from GAAP, in recognition, presentation and subsequent measurement, is not material to the consolidated financial statements for these noncurrent assets (goodwill and trade name) that are being amortized over the same period, with matching accounting policies for impairment testing.

The Company purchased certain provider contracts during 2024 for $400 (Note 1).

6. Investment in Joint Ventures, Net

During 2021, the Company purchased 37.5 membership units at the initial amount of $702 of Peak Gastroenterology ASC, LLC, an ambulatory surgical center. In 2024, Peak Gastroenterology ASC, LLC changed its name to Flatirons Surgery Center, LLC. The Company is accounting for this investment under the equity method. During the years ended December 31, 2025 and 2024, the Company recorded contributions and net losses of $375 and $670, respectively, which is recorded in other expense on the consolidated statements of operations. The investment in this joint venture has been reduced to zero on the consolidated balance sheets as of December 31, 2025 and 2024.

During 2022, the Company purchased 49 membership units at the initial amount of $557 of Optum Peak Endoscopy Center, LLC, an ambulatory surgical center. The Company is accounting for this investment under the equity method. The investment in this joint venture has been reduced to zero on the consolidated balance sheets as of December 31, 2025 and 2024.

On September 1, 2022, the Company guaranteed 37.5% of Flatirons Surgery Center, LLC's debt effective in October 2024 with principal amount of approximately $4.9 million. The loan matures in September 2029. On March 28, 2023, the Company guaranteed 49.0% of Optum Peak Endoscopy Center, LLC's obligations which include loans in the aggregate principal amount of approximately $7.0 million to finance tenant improvements, equipment acquisitions, and working capital. The loans mature in March of 2030 and 2033. Examples of events that would require the Company to provide a cash payment pursuant to the guarantee include a loan default, which would result from Flatirons Surgery Center, LLC or Optum Peak Endoscopy Center, LLC's failure to service its debt when due or noncompliance with financial covenants, and inadequacy of asset collateral. Because the fair value of Flatirons Surgery Center, LLC and Optum Peak Endoscopy Center, LLC's asset collateral exceeds the amount of the debt obligation, significant losses are not anticipated. There is currently no recorded liability for potential losses under this guarantee, nor is there any liability for the Company's obligation to "stand ready" to fund such guarantee. Based on information gathered as part of its monitoring of risks, the Company believes there is only a remote possibility that Flatirons Surgery Center, LLC or Optum Peak Endoscopy Center, LLC will not remain current with its debt payments and that the Company will be required to perform under the guarantee.

7. Certain Significant Risks and Uncertainties

The Company receives revenues from Medicare, Medicaid, private insurance, self-pay patients and other third-party payors. The sources and amounts of the Company's revenues are determined by several factors, including the mix of patients and the rates of reimbursement among payors. Changes in the mix of patients as well as payor mix may significantly affect the Company's profitability. For the years ended December 31, 2025 and 2024, the following table summarizes the Company's revenues by primary payor source:

	2025	2024
Fee for service revenue:		
Commercial	48 %	45 %
Medicare	7	10
Medicaid	10	18
Military and other	5	9
Contracted services revenue	25	12
Research revenue	5	6
Total	100 %	100 %

It is not possible to quantify fully the effect of recent legislation, the interpretation or administration of such legislation, or any other government initiatives on the Company's business. Accordingly, there can be no assurance that any future healthcare legislation or regulation will not adversely affect the Company's business. There can be no assurance that payments under government and private third-party payor programs will be timely, will remain at levels similar to present levels, or will, in the future, be sufficient to cover the costs allocable to patients eligible for reimbursement pursuant to such programs. The Company's financial condition and results of operations may be affected by the reimbursement process, which in the Company's industry, is complex and can involve lengthy delays between the time that revenue is recognized and the time that reimbursement amounts are settled.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. While no such regulatory inquiries have been made, noncompliance with such laws and regulations can be subject to regulatory actions including fines, penalties and exclusion from the Medicare and Medicaid programs.

8. Long-Term Debt

The Company's total borrowing under the Credit Agreement as of December 31, 2025 and 2024 consist of:

	2025	2024
Term loan	$ 40,105	$ 36,008
Revolver	4,489	2,500
Less current portion	(44,518)	(38,019)
Long-term debt	76	489
Less unamortized deferred loan costs	(76)	(489)
	$ -	$ -

On November 25, 2019, the Company entered into a Credit Agreement which consisted of a $12,500 term loan, $7,500 delayed draw term and $5,000 revolving credit facility. The credit agreement was amended in 2021 increasing the term loan to $42,344 and delayed draw term to $22,500.

The Credit Agreement contains restrictive covenants that, among other things, impose operating and financial restrictions on the Company and its subsidiaries. The Credit Agreement also requires the Company to meet defined financial covenants, including Total Debt to EBITDA and Fixed Charge Coverage Ratios, Minimum Liquidity and Minimum EBITDA, all as defined in the agreement. The Credit Agreement contains other customary covenants and events of default. On May 4, 2023, the Company entered an amended Credit Agreement which changed the unfunded principal amount of the delay draw term loan to $15,000 with the outstanding balance of the delay draw term loan being transferred to the remaining balance on the term loan. The amended credit agreement required the Company's private equity sponsor to make a capital contribution to the Company in the amount $6,600, of which $2,500 was applied to repay the Term A loan.

As of December 31, 2024, the Company was not in compliance with the Minimum EBITDA or Total Debt to EBITDA financial covenants as well as other customary covenants. On April 17, 2025, the Company entered an amended Credit Agreement, which included a temporary waiver, that extended the maturity of the debt to December 31, 2026 and amended certain financial covenants. The delayed draw term loan commitment was terminated on May 4, 2025. From January 1, 2025 through December 31, 2025, all interest payable on the Company’s outstanding loans were added to the outstanding principal amount of the loans as capitalized payment-in-kind interest on debt. The debt is secured by a first priority lien on substantially all of the Company's real and personal property. The credit agreement revised the Total Debt to EBITDA and Fixed Charge Coverage Ratios defined in the financial covenants.

Beginning in July 2025, the Company failed to comply with certain financial covenants defined in the amended credit agreement, specifically the minimum EBITDA. The noncompliance constitutes events of default under the terms of the agreement. In October 2025, the Company received a reservation of rights letter from its lender. This letter acknowledges the covenant breach and states that the lender is reserving all rights and remedies available under the credit agreement. The letter did not constitute a waiver of default, and the lender may exercise its rights at any time. In April 2026, the Company entered into a forbearance agreement with its lender under its existing credit agreement. The agreement was executed in response to the above mentioned events of default, including failure to make scheduled interest payment and noncompliance with certain financial covenants. Under the terms of the agreement, the lenders agreed to temporarily forbear from exercising their rights and remedies with respect to specified defaults through the earlier of December 31, 2026 or the occurrence of certain termination events.

The forbearance agreement poses enhanced financial covenants, including minimum liquidity thresholds and cumulative EBITDA targets, as well as restrictions on acquisitions, distributions, and additional borrowings. Upon termination of the forbearance period, the lender may exercise all available remedies, including acceleration of debt and foreclosure on collateral.

The outstanding balance of $44,518, which includes $5,248 of capitalized payment-in-kind interest, under the credit facility has been classified as a current liability in the accompanying consolidated balance sheets, as the debt repayment is due December 31, 2026.

Loan interest varies monthly based on base rate of the adjusted term SOFR plus the applicable margins at the time of notice of conversion/continuation (aka base rate, which resets periodically). The base rate applies to both the unpaid and unfunded balance at the time of the conversion and during the interest period. As of December 31, 2025, the interest rate ranged from 3.87% to 11.37%. As of December 31, 2024, the interest rate ranged from 4.33% to 11.59%.

Additionally, the Company is required to repay principal based on a percentage of excess cash flow, as defined in the agreement. There was no mandatory prepayment as of December 31, 2025 and 2024.

9. Promissory Notes

The Company entered into two unsecured promissory note agreements with its private equity sponsor in 2025 to secure short-term working capital funding. As of December 31, 2025, the notes have an aggregate outstanding balance of $1,755. The notes bear interest at a rate of 20% per annum, with all accrued interest capitalized to the principal balance. Both principal and accrued interest are due and payable in full at maturity on February 10, 2028.

10. Defined Contribution Plan

The Company sponsors a 401(k) plan, whereby employees may contribute a portion of their compensation, up to federal annual limits. For the plan, the Company matches 100% of the first 3% of employee contributions, and 50% of the next 2% of employee contributions. Employer contributions, representing matching employee contributions, totaled $475 and $499 in 2025 and 2024, respectively.

11. Share-Based Compensation

As of December 31, 2025, the Company has issued 35,093.818 Class B member units. There was no new Class B member units issued in 2025 and 181.818 new Class B member units issued in 2024. The member units are liability classified awards and are recorded over the respective service period, which is the same as the vesting period. The Unit Capital Value (transaction price) is a proxy for fair value and changes in the transaction price is recorded as compensation expense.

The Company has a total outstanding of 3,216.650 of Class B-1 shares as of December 31, 2025 and 2024. The Company did not issue Class B-1 shares in 2025 or 2024.

As of December 31, 2025 and 2024, the total liability for these awards is $37,704 and $35,604, respectively, which is included in other long-term liabilities in the accompanying consolidated balance sheets. Share-based compensation for these awards was $2,100 and $4,988 for the years ended December 31, 2025 and 2024, respectively. The Company has unrecognized compensation expense of $613 and $2,811 as of December 31, 2025 and 2024, respectively.

Class B Grants

The Company retained a call option connected to these member units, by which the Company has the option to repurchase 100% of a members' units in the event (i) Class B Physician Owner is terminated without cause by the Company, (ii) Class B Physician Owner voluntarily resigns, (iii) upon death or disability of a Class B Physician Owner or (iv) upon the resignation of a Class B Physician Owner due to a family member major illness.

The repurchase price is equal to 25% (units forfeited) of the unit capital value assigned at the December 6, 2019 transaction date (Unit Capital Value) (Transaction Date) in the event of a Class B Physician Owner resigns prior to the fifth anniversary of the Transaction Date and is equal to 100% of the Unit Capital Value of the member units if a Class B Physician Owner resigns subsequent to the fifth anniversary of the Transaction Date.

The repurchase price is equal to 70% (units forfeited) of the Unit Capital Value of the member units if the Class B Physician Owner is terminated without cause (as defined in the agreement) prior to the fifth anniversary of the Transaction date.

The repurchase price is equal to 100% of the Unit Capital Value of the member units plus 20% of the unit appreciation value (Unit Appreciation Value as defined in the agreement) if the Class B Physician Owner is terminated without cause after the fifth anniversary of the Transaction Date. The repurchase price is equal to zero (units forfeited) if a Class B Physician Owner is terminated by the Company for cause (as defined in the agreement)

The repurchase price is equal to 100% of the Unit Capital Value of the member units plus 100% of the Unit Appreciation Value upon the death or disability of Class B Physician Owner or the resignation of a Class B Physician Owner due to a major illness (as defined) of a Class B Physician Owner's family member.

Class B-1 Grants

The Company retained a call option connected to these member units, by which the Company has the option to repurchase 100% of a members units in the event (i) Class B-1 Physician Owner is terminated without case by the Company, (ii) termination by the Class B-1 Physician Owner for good reason, (iii) Class B-1 Physician Owner voluntarily resigns, (iv) upon death or disability of a Class B-1 Physician Owner or (v) upon the resignation of a Class B-1 Physician Owner due to a family member major illness.

The repurchase price is equal to 100% (units forfeited) of the unit capital value assigned at the December 6, 2019 transaction date (Unit Capital Value) (Transaction Date) in the event of a Class B-1 Physician Owner resigns prior to the fifth anniversary of the Transaction Date and is equal to 100% of the Unit Capital Value of the member units plus 70% of the unit appreciation value (Unit Appreciation Value as defined in the agreement) if a Class-B-1 Physician Owner resigns subsequent to the fifth anniversary of the Transaction Date.

The repurchase price is equal to 100% (units forfeited) of the Unit Capital Value of the member units plus 35% of the Unit Appreciation Value if the Class B-1 Physician Owner is terminated without cause (as defined in the agreement) prior to the fifth anniversary of the Transaction Date. The repurchase price is equal to 100% of the Unit Capital Value of the member units plus 70% of the Unit Appreciation Value if the Class B-1 Physician Owner is terminated without case after the fifth anniversary of the Transaction Date. The repurchase price is equal to 100% (units forfeited) if a Class B-1 Physician Owner is terminated by the Company for cause (as defined in the agreement).

The repurchase price is equal to 100% of the Unit Capital Value of the member units plus 100% of the Unit Appreciation Value upon termination of a Class B-1 Physician Owner for good reason (as defined).

The repurchase price is equal to 100% of the Unit Capital Value of the member units plus 100% of the Unit Appreciation Value upon the death or disability of a Class B-1 Physician Owner or the resignation of a Class B Physician Owner due to a major illness (as defined) of a Class B-1 Physician Owner's family member.

12. Leases

The Company is obligated under the terms of several noncancelable leases for the use of various office spaces.

Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

Certain of the Company's leases include options to renew to terminate the lease. The exercise of lease renewal or early termination options is at the Company's sole discretion. The Company regularly evaluates the renewal and early termination options and when they are reasonably certain of exercise, the Company includes such options in the lease term. Additionally, upon adoption of the new standard, the Company made judgments regarding lease terms for certain of its real property leases that were in month-to-month status or that contained auto-renewal clauses. The Company estimated a lease end date based on the required length of usage of the property and calculated a right-of-use asset and lease liability with the resulting estimated lease term.

In determining the discount rate used to measure the right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease, or if not readily available, the Company uses a risk-free rate based on U.S. treasury note or bond rates for a similar term.

Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment in accordance with Topic 842.

The Company made significant assumptions and judgments in applying the requirements of Topic 842. In particular, the Company:

- Evaluated whether a contract contains a lease, by considering factors such as whether the Company obtained substantially all rights to control an identifiable underlying asset and whether the lessor has substantive substitution rights.
- Determined whether contracts contain embedded leases.
- Allocated consideration in the contract between lease and nonlease components.

The Company has a material office space lease with a related party that expires in April of 2031. For the years ended December 31, 2025 and 2024, the operating lease right-of-use asset for this lease was $1,036 and $1,220, respectively. For the years ended December 31, 2025 and 2024, the operating lease liability for this lease was $1,098 and $1,278, respectively. Operating lease expense for this lease was $203 for the years ended December 31, 2025 and 2024.

The following table summarizes the lease ROU assets and lease liabilities as of December 31, 2025 and 2024:

	2025	2024
Operating lease right-of-use assets	$ 10,066	$ 10,488
Operating lease liabilities:		
Current	$ 1,439	$ 1,301
Long-term	9,452	9,586
Total operating lease liabilities	$ 10,891	$ 10,887

Below is a summary of expenses, included in indirect operating expenses, incurred pertaining to leases during the years ended December 31, 2025 and 2024:

	2025	2024
Operating lease expense	$ 1,797	$ 1,607
Short-term lease expense	392	266
Variable lease expense	180	266
Total lease expense	$ 2,369	$ 2,139

The right-of-use assets and lease liabilities were calculated using a weighted-average discount rate of 3.43% and 3.26% in 2025 and 2024, respectively. As of December 31, 2025 and 2024, the weighted-average remaining lease term was 10.49 and 10.55 years, respectively.

The table below summarizes the Company's scheduled future minimum lease payments for years ending after December 31, 2025:

Years ending December 31:	
2026	$ 1,777
2027	1,739
2028	1,760
2029	1,464
2030	678
Thereafter	6,036
Total lease payments	13,454
Less present value discount	(2,563)
Total lease liabilities	10,891
Less current portion	(1,439)
Long-term lease liabilities	$ 9,452

The following table summarizes the cash flow information related to the operating leases for the years ended December 31, 2025 and 2024:

	2025	2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 1,658	$ 1,478
Operating lease right-of-use assets obtained in exchange for lease liabilities	1,014	2,294

13. Related-Party Transactions

In December 2019, the Company entered into a management fee agreement with its private equity sponsor, which commits to provide certain strategic and financial planning, consulting and related services on an ongoing basis in return for a management fee. Total expense was $1,162 and $1,367 for the years ended December 31, 2025 and 2024, respectively, which includes $250 in both years under the management fee agreement and $912 and $1,117 for board, operating partner fees and out of pocket expenses, for the years then ended, respectively. The Company has due to related party, its private equity sponsor, of $4,565 and $3,241 for the years ended December 31, 2025 and 2024, respectively. On February 10, 2025, the Company entered into two unsecured promissory note agreements with its private equity sponsor (see Note 9).

The related-party receivable for physician retention bonus reflects cash being held by the Company's private equity sponsor for the benefit of the physicians. There is an offsetting liability recorded as a payable for the same amount which is included in accrued salaries, wages and benefits on the consolidated balance sheets.

The Company has a material leasing transaction with a related party (see Note 12).

The Company's primary lender has an approximately 1% ownership interest in the Company.

14. Commitments and Contingencies

The Company is involved in various claims and legal actions in the ordinary course of business. In the opinion of management, the ultimate dispositions of these matters will not have a material adverse effect on the Company's consolidated financial statements.

The Company has employment agreements and arrangements with its medical providers and certain members of management. The agreements generally continue until terminated by the Company and provide for severance payments under certain circumstances.

15. Going Concern

The Company has applied the provisions of Accounting Standards Update (ASU) No. 2014-15, *Presentation of Financial Statements—Going Concern* (Subtopic 205-40), *Disclosures of Uncertainty about an Entity's Ability to Continue as a Going Concern*. In accordance with ASU No. 2014-15, the Company has evaluated whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the consolidated financial statements are available to be issued.

The Company has an operating loss of $19,634, and negative cash flows from operations for the year ended December 31, 2025. In addition, the Company has $44,518 of current debt which raises substantial doubt about the Company’s ability to continue as a going concern for the next twelve months. Management has developed a turnaround plan that includes cost reductions, strategic restructuring and revenue optimization. Management’s plan to mitigate the uncertainty also includes negotiating an amended credit agreement with its lender to extend the maturity of the debt. The success of the plan is contingent upon recruiting and ramping up new providers and forming strategic partnerships with third parties, which are still in the early stages of execution and subject to conditions beyond management’s control. As such, it is not probable that the conditions that gave rise to the substantial doubt will be alleviated within one year after the date the consolidated financial statements are issued. Accordingly, there is substantial doubt about the Company's ability to continue as a going concern within one year after the date the consolidated financial statements are issued. As such, the accompanying consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amount and classifications of liabilities that may result from the outcome of this uncertainty.

16. Subsequent Events

In preparing these consolidated financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through May 8, 2026, the date the consolidated financial statements were available to be issued.

On February 23, 2026, the Company entered into two unsecured promissory note agreements with its private equity sponsor totaling $500 to secure short-term working capital funding. The notes bear interest at a rate of 20% per annum, with all accrued interest capitalized to the principal balance. Both principal and accrued interest are due and payable in full at maturity on February 23, 2027.

Attachment to 2025 Form 5500

Schedule H, line 4i - Schedule of Assets
(Held at End of Year)
GASTRO CARE PARTNERS 401(K) PLAN
EIN#84-3742261
Plan# 001
As of December 31, 2025

(a)	(b) Identity of issue, borrower,lessor or similar party	(c) Description of investments including maturity date,rate of interest, collateral, par, or maturity date	(d)Cost	(e) Current Value
	AMF 2010 Tgt Date Ret Inc R-6	Registered Investment Company		$230.65
	AMF 2015 Tgt Date Ret Inc R-6	Registered Investment Company		$595.84
	AMF 2020 Tgt Date Ret Inc R-6	Registered Investment Company		$332,522.88
	AMF 2025 Tgt Date Ret Inc R-6	Registered Investment Company		$272,567.43
	Allspg Spec MdCp Vl Fd R6	Registered Investment Company		$69,307.53
	AmCen Ultra Fund R6	Registered Investment Company		$566,223.95
	Amer Fnds 2030 Target Date R6	Registered Investment Company		$146,463.89
	Amer Fnds 2035 Target Date R6	Registered Investment Company		$3,966,175.16
	Amer Fnds 2040 Target Date R6	Registered Investment Company		$266,203.13
	Amer Fnds 2045 Target Date R6	Registered Investment Company		$395,654.62
	Amer Fnds 2050 Target Date R6	Registered Investment Company		$568,941.58
	Amer Fnds 2055 Target Date R6	Registered Investment Company		$263,060.96
	Amer Fnds 2060 Target Date R6	Registered Investment Company		$203,133.71
	Amer Fnds 2065 Target Date R6	Registered Investment Company		$25,535.73
	Amer Fnds New World Fund R6	Registered Investment Company		$113,561.27
	Cohen&Steers Real Est S Fd Z	Registered Investment Company		$82,620.22
	Fid Inf Prt Bd Idx Fd	Registered Investment Company		$20,075.29
	Fid Slct Med Tech Dvcs	Registered Investment Company		$111,936.54
	Fidelity 500 Index Fund	Registered Investment Company		$2,009,789.63
	Fidelity Mid Cap Idx Fd	Registered Investment Company		$153,732.21
	Fidelity Sm Cp Ind Fd	Registered Investment Company		$229,876.22
	Fidelity Tot Intl Idx Fund	Registered Investment Company		$42,424.26

Attachment to 2025 Form 5500

Schedule H, line 4i - Schedule of Assets
(Held at End of Year)
GASTRO CARE PARTNERS 401(K) PLAN
EIN#84-3742261
Plan# 001

	First Eagle Global Fund R6	Registered Investment Company		$33,919.93
	Hartford Schrdrs Intl Stck SDR	Registered Investment Company		$375,607.40
	Hrtfrd Balanced Income Fund R6	Registered Investment Company		$102,960.93
	Janus Hndr Balanced Fund N	Registered Investment Company		$1,297,090.73
	John Hanck Bond Fund R6	Registered Investment Company		$333,629.94
	MFS Mid Cap Growth Fd R6	Registered Investment Company		$146,353.64
	PGIM High Yield Fund R6	Registered Investment Company		$4,428.60
	Putnam Global Technology Fd R6	Registered Investment Company		$67,746.74
	Putnam Lrg Cp Val Fd - Cl R6	Registered Investment Company		$327,947.33
	Putnam Small Cap Growth Fnd R6	Registered Investment Company		$122,486.46
	Thornburg Strat Inc Fnd R6	Registered Investment Company		$106,561.34
	Undiscoverd Mngrs Bhv Vl F R6	Registered Investment Company		$114,416.04
*	Voya Fixed Account (4450)	Insurance Company General Account		$64,110.98
*	Voya Gv Mny Mkt F A (Hld Acct)	Registered Investment Company		$2,153.24
	TOTAL			$12,940,046.00

*** denotes party-in-interest**
Column (d) is not required as the Plan investments are totally participant directed.