IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

EMERGENCY MOTION OF DEBTORS FOR ENTRY OF AN ORDER (A) APPROVING DISCLOSURE STATEMENT; (B) SCHEDULING CONFIRMATION HEARING; (C) ESTABLISHING RELATED OBJECTION AND VOTING DEADLINES; (D) APPROVING RELATED SOLICITATION PROCEDURES, BALLOTS, AND RELEASE OPT-OUT FORMS AND FORM AND MANNER OF NOTICE; (E) APPROVING PROCEDURES FOR ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (F) APPROVING EQUITY RIGHTS OFFERING PROCEDURES AND RELATED MATERIALS; AND (G) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 9:00 a.m. (prevailing Central Time) on October 6, 2025.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on October 6, 2025, at 9:00 a.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Perez's conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

Judge Perez's home page. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Perez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

The above-captioned debtors-in-possession (collectively, the "***Debtors***") respectfully state as follows in support of this motion (this "***Motion***"):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the "***Proposed Order***"):

a. approving the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***") and establishing September 29, 2025, at 4:00 p.m. (prevailing Central Time) as the deadline for filing all objections to the approval of the Disclosure Statement (the "***Disclosure Statement Objection Deadline***");

b. scheduling a confirmation hearing (the "***Confirmation Hearing***") for November 18, 2025 (or as soon thereafter as this Court (as defined below) has availability), at which the Court will consider confirmation of the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "***Plan***");[2]

c. establishing November 7, 2025, at 4:00 p.m. (prevailing Central Time) as the deadline for (i) filing all objections to confirmation of the Plan (the "***Confirmation Objection Deadline***") and (ii) voting on the Plan (the "***Voting Deadline***");

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

d. approving the proposed forms of notice of (i) the Confirmation Hearing, the Voting Deadline, and the Confirmation Objection Deadline (the "***Confirmation Notice***"), substantially in the form attached to the Proposed Order as **Exhibit 1-A**; and (ii) the Disclosure Statement Hearing (as defined below) and the Disclosure Statement Objection Deadline (the "***Disclosure Statement Hearing Notice***"), substantially in the form attached to the Proposed Order as **Exhibit 1-B**;

e. approving (i) the proposed form of notice of non-voting status and release opt-out form for third-party Holders of Claims in Classes 1, 2, and 7 and certain third party Holders of Interests in Class 9 (the "***General Non-Voting Notice and Release Opt-Out Form***"), substantially in the form attached to the Proposed Order as **Exhibit 2-A**, and (ii) the proposed form of notice of non-voting status and release opt-out form for beneficial Holders of Interests in Class 9 (the "***Non-Voting Beneficial Interest Holder Notice and Release Opt-Out Form***" and together with the General Non-Voting Notice and Release Opt-Out Form, the "***Notices of Non-Voting Status and Release Opt-Out Forms***"), substantially in the form attached to the Proposed Order as **Exhibit 2-B**;

f. approving the Solicitation Procedures (as defined below) with respect to the Plan, including the proposed forms of Ballots and Voting Instructions (each as defined below), substantially in the forms attached as **Exhibits 3**, **4-A**, **4-B**, **5-A**, **5-B**, and **5-C** to the Proposed Order;

g. approving the Assumption Procedures (as defined below) and the proposed form of the Assumption Notice (as defined below), substantially in the form attached to the Proposed Order as **Exhibit 6**;

h. approving (i) the Equity Rights Offering (as defined below) and (ii) the proposed Equity Rights Offering Materials (as defined below), substantially in the forms attached to the Proposed Order as **Exhibits 7-A** and **7-B**;

i. approving the timing and manner of service and publication (as applicable) of the Confirmation Notice, the Disclosure Statement Hearing Notice, the Notices of Non-Voting Status and Release Opt-Out Forms, the Assumption Notice, and the Equity Rights Offering Materials; and

j. granting related relief.

2. In connection with the foregoing, the Debtors request that the Court approve (subject to the Court's availability) the following proposed schedule related to the relief requested in this Motion (the "***Confirmation Schedule***"), the dates of which comply with the milestones contained in the RSA (as defined below):

Event	Date/Deadline	Notes
Disclosure Statement Objection Deadline	September 29, 2025, at 4:00 p.m. (prevailing Central Time)	24 days after service of the Disclosure Statement Hearing Notice
Hearing on approval of the Disclosure Statement ("***Disclosure Statement Hearing***")	October 6, 2025	31 days after service of the Motion and Disclosure Statement Hearing Notice
Voting Record Date (as defined below)	October 6, 2025	N/A
Solicitation Deadline (as defined below)	October 10, 2025 (or as soon as reasonably practicable thereafter)	39 days before Confirmation Hearing
Publication Deadline (as defined below)	As soon as reasonably practicable and no later than October 14, 2025	No later five business days after entry of the Proposed Order
Deadline to file initial Assumption Notice	October 23, 2025, at 4:00 p.m. (prevailing Central Time)	N/A
Assumption Objection Deadline (as defined below)	4:00 p.m. prevailing central time on the date that is 14 days after the filing of any initial, supplemental, or revised Assumption Notice	N/A
Deadline to file Plan Supplement	October 31, 2025, at 4:00 p.m. (prevailing Central Time)	7 days before Confirmation Objection Deadline
Voting Deadline and deadline to return Release Opt-Out Form (as defined below)	November 7, 2025, at 4:00 p.m. (prevailing Central Time)	Solicitation Deadline *plus* 28 days
Confirmation Objection Deadline	November 7, 2025, at 4:00 p.m. (prevailing Central Time)	Solicitation Deadline *plus* 28 days
Deadline to file Confirmation Materials	November 14, 2025, at 12:00 p.m. (prevailing Central Time)	Two business days before Confirmation Hearing
Confirmation Hearing	November 18, 2025, at a time to be announced	39 days after Solicitation Deadline

3. The documents that this Motion seeks approval of are:

Document	Attached to Proposed Order as:
Confirmation Notice	**Exhibit 1-A**
Disclosure Statement Hearing Notice	**Exhibit 1-B**
General Non-Voting Notice and Release Opt-Out Form	**Exhibit 2-A**
Non-Voting Beneficial Interest Holder Notice and Release Opt-Out Form	**Exhibit 2-B**
Form of Ballot for Class 3 (First Lien Claims)	**Exhibit 3**
Form of Beneficial Holder Ballot for Class 4 (Second Lien Claims)	**Exhibit 4-A**
Form of Master Ballot for Class 4 (Second Lien Claims)	**Exhibit 4-B**
Form of Beneficial Ballot for Class 5 (General Unsecured Claims)	**Exhibit 5-A**
Form of Master Ballot for Class 5 (General Unsecured Claims)	**Exhibit 5-B**
Form of GUC Ballot for Class 5 (General Unsecured Claims)	**Exhibit 5-C**
Assumption Notice	**Exhibit 6**
Equity Rights Offering Procedures (as defined below)	**Exhibit 7-A**
Subscription Form (as defined below)	**Exhibit 7-B**

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution.

5. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

6. The statutory and legal predicates for the relief requested herein are sections 105(a), 341, 365, 1125, 1126, and 1128 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***"), Rules 1007(b), 2002, 3017, 3018, 3020, 6003, 6004, and 9006 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), Rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "***Bankruptcy Local Rules***"), and the Procedures for Complex Cases in the Southern District of Texas.

7. On August 20, 2025 (the "***Petition Date***"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Bankruptcy Rules and Rule 1015-1 of the Bankruptcy Local Rules. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

8. The factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of Chad J. Shandler in Support of Chapter 11 Petitions and First Day Relief* [Docket No. 14] (the "***First Day Declaration***").

9. ModivCare (as defined in the First Day Declaration) is a technology-based healthcare services company that helps people (especially those in vulnerable situations) get the care and support they need. ModivCare works with government and private health insurance plans, as well as individuals, to provide: (a) transportation to and from medical appointments

(non-emergency medical transportation totaling over 36 million rides per year); (b) in-home personal care (*e.g.*, helping with daily activities); (c) remote monitoring of patients' health from home; and (d) community health kiosks and wellness programs. ModivCare employs approximately 23,675 people and operates across 48 states and the District of Columbia, including Texas, with corporate offices in Denver, Colorado. ModivCare's goal is to make it easier for patients to get care, remove barriers that keep people from staying healthy, and improve overall health outcomes.

10. As described in the First Day Declaration, the Debtors are party to that certain Restructuring Support Agreement (the "***RSA***") with certain creditors who collectively hold approximately 90% of the First Lien Claims and approximately 70% of the Second Lien Claims. Pursuant to the RSA, the consenting creditors have agreed to provide $100 million in debtor-in-possession financing to fund the Chapter 11 Cases and support the comprehensive restructuring transactions set forth in the term sheet attached to the RSA (the "***RSA Term Sheet***"). The RSA Term Sheet contemplates, among other things: (a) the equitization of approximately $871 million in First Lien Claims and approximately $316 million in Second Lien Claims; (b) the commitment of the consenting creditors to provide exit financing through the Exit Term Loan Facility; (c) the reorganized Debtors' entry into an exit revolving credit facility to support ongoing operations; and (d) the discharge of the Unsecured Notes Claims and General Unsecured Claims; with Holders of such claims entitled to participate in an equity rights offering of up to $200 million, subject to the terms of the RSA. In total, the transactions contemplated by the RSA Term Sheet are expected to reduce the Debtors' funded debt obligations by approximately $1.1 billion.

THE PROPOSED CHAPTER 11 PLAN

11. The Plan contemplates the following key Restructuring Transactions:

a. Treatment of Claims against, and Interests in, the Debtors.

i. Payment in full of all Allowed Administrative Claims, DIP Claims, Priority Tax Claims, Other Secured Claims, and Other Priority Claims, (or such other treatment rendering such claims unimpaired);

ii. With respect to each Holder of First Lien Claims, its Pro Rata Share (subject to application of the Equity Option) of the following:

A. with respect to any First Lien RCF Claims on account of unfunded First Lien Revolving LC Exposure as of the Effective Date, participation in the Exit LC Facility in an amount equal to each such Holder's participation in any such unfunded First Lien Revolving LC Exposure as of the Effective Date; and

B. with respect to any First Lien Claim other than unfunded First Lien Revolving LC Exposure:

- the Exit Term Loans;
- 98% of the New Common Interests, subject to dilution on account of the DIP Backstop Premium, the Equity Rights Offering (if applicable), the New Warrants, and the MIP; and
- Cash from the proceeds of the Equity Rights Offering, if applicable.

iii. With respect to each Holder of Second Lien Claims, its Pro Rata Share of:

A. 2% of the New Common Interests, subject to dilution by the DIP Backstop Premium, the Equity Rights Offering (if applicable), the New Warrants, and the MIP; and

B. the New Warrants.

iv. With respect to each Eligible Holder of General Unsecured Claims, if the conditions to the Equity Rights Offering are met, its Pro Rata Share of the transferable right to purchase up to $200 million, in aggregate, of New Common Interests pursuant to the Equity Rights Offering; and

v. The Existing Parent Equity Interests will be canceled, and each Holder of an Existing Parent Equity Interest will not receive any distribution

or retain any property on account of such Existing Parent Equity Interest.

b. DIP Financing. The Chapter 11 Cases are being financed by a superpriority secured multi-draw $100 million term loan facility funded by certain of the First Lien Lenders (the "***DIP Facility***"), which, as of the filing of this Motion, has been approved on an interim basis pursuant to the Interim DIP Order.

c. Exit Financing. To ensure the Reorganized Debtors are sufficiently capitalized going forward, the Reorganized Debtors will, on the Effective Date, enter into (i) a new senior secured revolving loan facility with an aggregate principal commitment amount of up to $250 million, inclusive of a $150 million letter of credit sub-limit, and (ii) a new senior secured term loan agreement with an aggregate principal commitment of up to $300 million, which will refinance and replace the DIP Facility and the First Lien Loans (collectively, the "***Exit Facility Loans***").

12. The following chart summarizes the Plan's classification and treatment of Claims against, and Interests in, the Debtors:

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	No (Presumed to Accept)
2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
3	First Lien Claims	***Impaired***	Yes
4	Second Lien Claims	***Impaired***	Yes
5	General Unsecured Claims	***Impaired***	Yes
6	Intercompany Claims	Unimpaired	No (Presumed to Accept)
7	Subordinated Claims	Impaired	No (Deemed to Reject)
8	Intercompany Interests	Unimpaired	No (Presumed to Accept)
9	Existing Parent Equity Interests	Impaired	No (Deemed to Reject)

BASIS FOR RELIEF

I. THE DISCLOSURE STATEMENT SHOULD BE APPROVED AT THE DISCLOSURE STATEMENT HEARING

A. The Disclosure Statement Notice is Fair and Appropriate and Should be Approved

13. Bankruptcy Rule 3017(1)(A) provides, in relevant part: "the court must hold a hearing on a disclosure statement filed under Rule 3016(b) and any objection or modification to it. The hearing must be held on at least 28 days' notice under Rule 2002(b) to: the debtor; creditors; equity security holders; and other parties in interest." FED. R. BANKR. P. 3017(1)(a). In accordance with Bankruptcy Rule 3017(a), the Debtors have obtained from the Court a date and time for Disclosure Statement Hearing, which will be held on October 6, 2025, at 9:00 a.m. (prevailing Central Time).

14. Bankruptcy Rules 2002(b), 2002(d), and 3017(a) require 28 days' notice be given by mail to all creditors of the time fixed for filing objections to approval of a disclosure statement, subject to the Court's discretion to shorten such period under Bankruptcy Rule 9006(c)(1). Bankruptcy Rule 9006(c) authorizes the Court to reduce the time required by the Bankruptcy Rules to take an action "for cause shown" in its discretion. FED. R. BANKR. P. 9006(c). Accordingly, the Debtors will serve (via email, where available, or alternatively by first class mail) a copy of the Disclosure Statement Hearing Notice, substantially in the form attached to the Proposed Order as **Exhibit 1-B**, to (i) all known Holders of Claims against the Debtors, (ii) all known Holders of Interests of the Debtors, and (iii) the Notice Parties (as defined below). In addition, the Debtors have served, or will serve a copy of this Motion, the Disclosure Statement, and the Plan on the Notice Parties. Moreover, copies of such documents are available on the website maintained by the Debtors' balloting and solicitation agent, Kurtzman Carson Consultants, LLC (d/b/a Verita

Global) (the "***Solicitation Agent***"), at https://www.veritaglobal.net/ModivCare (the "***Case Website***").

15. The Disclosure Statement Hearing Notice provides that objections or responses to approval of the Disclosure Statement, if any, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest held by such Entity; (d) state with particularity the basis and nature of any objection; and (e) be filed, contemporaneously with a proof of service, with the Court so that it is actually received by the Disclosure Statement Objection Deadline, which will occur on September 29, 2025, at 4:00 p.m. (Prevailing Central Time) and served on the following parties (the "***Notice Parties***"):

a. ModivCare Inc., 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, CO 80237, Attn: Faisal Khan (faisal.khan@modivcare.com) and Chad Shandler (chad.shandler@fticonsulting.com);

b. proposed co-counsel to the Debtors, (i) Latham & Watkins LLP, 1271 Avenue of the Americas New York, NY 10020, Attn: Ray C. Schrock (ray.schrock@lw.com); Keith A. Simon (keith.simon@lw.com); George Klidonas (george.klidonas@lw.com); and Jonathan Weichselbaum (jon.weichselbaum@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: Tad Davidson (taddavidson@hunton.com), Catherine Rankin (crankin@hunton.com), and Brandon Bell (bbell@hunton.com);

c. counsel for the Prepetition First Lien Agent, Consenting Creditors, and DIP Lenders, (i) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Kris Hansen (krishansen@paulhastings.com; and (ii) Paul Hastings LLP 71 South Wacker Drive, Chicago, IL 60606, Attn: Matt Warren (mattwarren@paulhastings.com) and Lindsey Henrickson (lindseyhenrikson@paulhastings.com);

d. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jana Whitworth (jana.whitworth@usdoj.gov); and

e. counsel to any statutory creditors' committee appointed in the Chapter 11 Cases (any such committee, the "***Committee***").

16. The proposed Disclosure Statement Objection Deadline is 24 days after the service of the Disclosure Statement Hearing Notice, which is only slightly shorter than the 28 days' notice contemplated by Bankruptcy Rule 3017(a). While the Debtors' proposed notice period provides slightly less than 28 days' notice of the Disclosure Statement Hearing, as otherwise required under the Bankruptcy Rules, the Debtors respectfully submit that shortened notice is in the best interests of all parties in interest in the Chapter 11 Cases. The shortened notice period strikes the appropriate balance by enabling the Debtors to comply with the milestones set forth in the RSA and the DIP Documents and affording sufficient time for the Debtors and other parties in interest who support the Plan and Disclosure Statement to respond to objections (if any), while still providing adequate time for Holders of Claims and Interests to both assert objections (if any) to approval of the Disclosure Statement and to vote on the Plan and/or opt out of the Third Party Release under the Solicitation Procedures the Debtors seek approval of herein. Accordingly, the Debtors submit that: (i) "cause" exists to approve the slightly shorter objection period contemplated by the proposed Disclosure Statement Objection Deadline pursuant to Bankruptcy Rule 9006(c), and (ii) the foregoing notice and objection procedures provide adequate notice of the Disclosure Statement Hearing and, accordingly, request that the Court deem such notice as having been adequate pursuant to Bankruptcy Rule 3017.

B. The Disclosure Statement Should be Approved as Containing Adequate Information

17. The Debtors request that the Court should find that the Disclosure Statement contains "adequate information" as defined in Bankruptcy Code section 1125(a). *See* 11 U.S.C. §§ 1125(a)(1), 1126(b)(2). The primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need to make an informed decision on whether to vote for the plan. *See, e.g.*, *Barron & Newburger, P.C. v. Tex.*

Skyline, Ltd. (In re Woerner), 783 F.3d 266, 271 (5th Cir. 2015) ("The proponent of a reorganization plan … must provide a court-approved disclosure statement that contains 'adequate information' about the assets, liabilities, and financial affairs of the debtor sufficient to enable creditors to make an 'informed judgment' about the plan.") (internal citations omitted).

18. The determination as to what constitutes "adequate information" is based on the facts and circumstances of each case, but the focus is on whether sufficient information is provided to enable holders of claims and interests entitled to vote on a chapter 11 plan to make an informed decision on whether to accept or reject a plan. *See* 11 U.S.C. § 1125(a)(1); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) ("From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case."); *Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (opining that what constitutes adequate information is "subjective," "made on a case-by-case basis," and "largely in the discretion of the bankruptcy court"); S. Rep. No. 95-989, at 121 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5907 ("[T]he information required will necessarily be governed by the circumstances of the case."). Moreover, Congress intended the inquiry to be a flexible, fact-specific inquiry left within the discretion of the bankruptcy court. *See, e.g.*, H.R. Rep. 95-595, at 409 (1977), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6365; *Mabey v. SW Elec. Power Co. (In re Cajun Elec. Power Coop., Inc.)*, 150 F.3d 503, 518 (5th Cir. 1998) ("The legislative history of § 1125 indicates that, in determining what constitutes 'adequate information' with respect to a particular disclosure statement, 'both the kind and form of information are left essentially to the judicial discretion of the court' and that 'the information required will necessarily be governed by the circumstances of the case.'" (internal citations omitted)), *cert denied*, 526 U.S. 1144 (1999).

19. In making the case-by-case determination of whether a disclosure statement contains adequate information, courts typically look for disclosures related to a variety of topics. Such topics may include, among others, (a) the events that led to the filing of a bankruptcy petition, (b) the relationship of the debtor with its affiliates, (c) a description of the available assets and their value, (d) the debtor's anticipated post-emergence operations, (e) claims asserted against the debtor, (f) the estimated return to creditors under a chapter 7 liquidation, (g) the chapter 11 plan or a summary thereof, (h) financial information relevant to a creditor's decision to accept or reject the chapter 11 plan, (i) information relevant to the risks posed to creditors under the plan, and (j) the actual or projected realizable value from recovery of preferential or otherwise avoidable transfers. *See In re Metrocraft Pub. Serv., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984).

20. Here, the Disclosure Statement contains adequate information to permit the Holders of Claims in the Voting Classes to make an informed judgment about the Plan. In addition to a description of the Plan itself, including the release, exculpation, and injunctions set forth therein, the Disclosure Statement includes disclosures regarding: (a) the operation of the Debtors' businesses, (b) the Debtors' prepetition restructuring efforts, (c) key events leading to the commencement of the Chapter 11 Cases, (d) the Debtors' significant prepetition indebtedness, (e) the terms of the RSA and the proposed post-emergence capital structure of the Reorganized Debtors, (f) information regarding the confirmation of the Plan, (g) financial information relevant to creditors' determinations of whether to accept or reject the Plan, (h) a liquidation analysis setting forth the estimated return that Holders of Claims and Interests would receive in a hypothetical chapter 7 liquidation of the Debtors, (i) the solicitation and voting procedures, (j) certain securities law matters, including the applicability of section 1145 of the Bankruptcy Code

and the issuances of Plan Securities under the Plan, (k) risk factors affecting the Plan, (l) the means for the implementation of the Plan, and (m) U.S. federal tax law consequences of the Plan.

21. The Disclosure Statement is the product of the Debtors' extensive review and analysis of their businesses, assets and liabilities, the circumstances leading to the Chapter 11 Cases, and significant events affecting their businesses and financial condition prior to the Petition Date, as well as the Debtors' post-emergence capital structure. In addition, the Disclosure Statement reflects the Debtors' thorough analysis of the Plan, including the distributions to Holders of Claims contemplated thereunder, the effect of the Plan on Holders of Claims and Interests and the resultant restructuring of the Debtors' estates if the Plan is confirmed and consummated. In drafting the Disclosure Statement, the Debtors sought and received the input of their financial and legal advisors, executives and key management personnel, and the Consenting Creditors and their advisors. Once approved at the Disclosure Statement Hearing, the Debtors do not expect that any material updates to the Disclosure Statement that would adversely affect the Holders of Claims or Interests will be required prior to the Voting Deadline.

22. The Debtors respectfully submit that the Disclosure Statement contains more than sufficient information for a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code. Accordingly, the Court should approve the Disclosure Statement as containing "adequate information" for voting creditors to make an informed decision on whether or not to vote to accept the Plan.

II. THE PROPOSED CONFIRMATION SCHEDULE AND THE NOTICE THEREOF ARE REASONABLE AND APPROPRIATE

A. The Form and Manner of the Confirmation Notice is Appropriate

23. Bankruptcy Rule 2002 requires a debtor to provide notice to all creditors and equity holders of a hearing to consider, and the deadline to object to, confirmation of a plan. FED. R.

BANKR. P. 2002. The Confirmation Notice gives notice to parties that a hearing will be held on a date to be determined by the Court (November 18, 2025 is requested) to consider confirmation of the Plan. The Confirmation Notice also sets forth (a) the deadline and procedures for filing objections to the confirmation of the Plan (described in further detail herein), and (b) the manner in which the Solicitation Package (as defined below) and other pleadings filed in the Chapter 11 Cases can be obtained or viewed electronically.

24. The Debtors submit that the form of Confirmation Notice and manner of service is appropriate and consistent with similar forms and procedures approved in other chapter 11 cases in this district. Accordingly, the Debtors request approval of the form of the Confirmation Notice substantially in the form attached as **Exhibit 1-A** to the Proposed Order and the proposed manner of service thereof.

B. Scheduling a Date for the Confirmation Hearing

25. Pursuant to Bankruptcy Rule 3020(b)(2), a court shall rule on confirmation of a plan after notice and a hearing. In accordance with Bankruptcy Rule 3020(b)(2), therefore, the Debtors request that this Court enter an order setting November 18, 2025 as the hearing date for the Confirmation Hearing.

26. The level of consensus reached under and in connection with the RSA (and correspondingly reflected in the Plan) reflects the considerable prepetition efforts undertaken by the Debtors and the Consenting Creditors (as defined in the First Day Declaration). The Plan is supported by the Holders of approximately (a) 90% of the aggregate outstanding principal amount under the First Lien Facility (as defined in the First Day Declaration) and (b) 70% of the aggregate outstanding principal amount under the Second Lien Notes. In this regard, it is anticipated that the number and dollar amount of votes tabulated and received from Holders of Claims in Class 3 (First

Lien Claims) and Class 4 (Second Lien Claims) will be well-above the thresholds needed to confirm the Plan.

27. Given the level of consensus regarding the Plan, the timeline proposed herein will enable all parties in interest to proceed with the confirmation process as expeditiously as possible and enable the Debtors to satisfy the milestones set forth in the RSA and the DIP Documents. Additionally, the adverse effects of the Chapter 11 filings upon the Debtors' businesses and going-concern value will be minimized, and the benefit to all stakeholders maximized.

28. Accordingly, the relief sought herein is in the best interests of all parties in interests and will protect the rights of all of the Debtors' creditors and interest holders. Therefore, the Debtors request entry of the Proposed Order, setting November 18, 2025, as the date for the Confirmation Hearing at which the Court will consider confirmation of the Plan.

29. Notably, the proposed timing of the foregoing request complies with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. In this regard, Bankruptcy Rules 2002 and 3017(a) require 28 days' notice be given by mail to all creditors and parties in interest of the time fixed for filing objections to and the hearing to consider confirmation of a plan of reorganization. Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." In addition, Bankruptcy Rule 3017(c) provides that "[a]t the time or before the disclosure statement is approved, the court: (1) must set a deadline for the holders of claims and interests to accept or reject the plan; and (2) may set a date for a confirmation hearing." FED. R. BANKR. P. 3017(c). In addition, under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within the time set by the court." FED. R. BANKR. P. 3020(b)(1).

30. The Confirmation Schedule set forth in this Motion affords creditors and all other parties in interest ample notice of the Confirmation Hearing and the relevant dates and deadlines for voting on the Plan and/or objecting to the Plan or Disclosure Statement. Specifically, the proposed schedule provides a period of 39 days between service of the Confirmation Notice and the Confirmation Hearing, during which time parties may evaluate the Plan before the Confirmation Hearing thereon is held. Consequently, no party in interest will be prejudiced by the requested relief.

31. To ensure the broadest possible notice, the Debtors will also publish a version of the Confirmation Notice once in the national edition of the *New York Times* or a similar publication a minimum of 35 days before the Confirmation Hearing. The Debtors are providing multiple layers of notice in addition to publication. The Debtors will make the Confirmation Notice available on the Case Website and on DTC's legal notice system. Thus, there will be multiple avenues by which the Debtors provide notice to those parties who do not receive the Confirmation Notice by email or mail.

32. The Debtors further request that the Proposed Order provide that the Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Confirmation Hearing, and that notice of such adjourned date(s) will be available on the electronic case filing docket.

C. Deadline and Procedures for Objections to Confirmation of the Plan

33. Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." 11 U.S.C. § 1128(a). Under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within the time set by the court." FED. R. BANKR. P. 3020(b)(1).

34. Upon entry of the Proposed Order, the Debtors shall cause the Solicitation Agent to commence service of the Solicitation Packages on the Voting Classes, which service the Debtors propose to complete on or around October 10, 2025 (or as soon as reasonably practicable thereafter), 28 days before the Confirmation Objection Deadline. In addition, the Debtors will serve the Confirmation Notice via email (where available) and first class mail on all creditors and interested parties. The Confirmation Notice will set forth the date of the Confirmation Hearing and Confirmation Objection Deadline, and will also provide instructions on how an interested party may object to the Plan. The Confirmation Notice will further provide that any objections to the confirmation of the Plan, if any, must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Court (contemporaneously with a proof of service) and served so as to be actually received on or before the Confirmation Objection Deadline by the Notice Parties.

35. The Confirmation Schedule is reasonable and appropriate because it complies with the applicable sections of the Bankruptcy Code and the Bankruptcy Rules. ***First***, the proposed Confirmation Objection Deadline of November 7, 2025, is 28 days following the Solicitation Deadline and the proposed date of service of the Confirmation Notice, which period is in compliance with the time periods required by the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. ***Second***, the Confirmation Schedule is intended to preserve value for the Debtors' creditors by reducing the administrative costs of a drawn-out Chapter 11 proceeding. Given that the overwhelming majority of the Holders of the First Lien Claims and Second Lien

Claims support the Chapter 11 Cases and the restructuring transactions proposed under the Plan, permitting the Confirmation Hearing to take place, as proposed, on November 18, 2025, benefits all parties in interest without prejudicing their need for adequate time to consider the Plan and is essential to the success of the Debtors' reorganization. ***Third***, the Debtors will have distributed Solicitation Packages to all Holders of Claims in the Voting Classes by no later than October 10, 2025 (39 days before the requested date for the Confirmation Hearing), in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code. The Disclosure Statement and other solicitation materials will be distributed to each Holder of a Claim entitled to vote on the Plan. As soon as practicable following the filing of this Motion, the Debtors shall make the Plan and the Disclosure Statement available on the Case Website, at no cost, to all parties who received notice of the Plan.

36. The Debtors submit that the noticing and solicitation procedures proposed herein are consistent with precedent in this district, will provide more than sufficient notice of the Confirmation Hearing and the deadline to file objections to the approval of the Plan and will provide Holders in the Voting Classes more than sufficient time to vote on the Plan. Accordingly, the Debtors request that the Court approve November 7, 2025, at 4:00 p.m. (prevailing Central Time), as the Confirmation Objection Deadline. The Debtors further request that the Court approve the requirements set forth above for objections to the confirmation of the Plan.

III. THE SOLICITATION PROCEDURES SHOULD BE APPROVED

37. The Debtors additionally request that the Court approve the solicitation, balloting, tabulation, and related activities undertaken in connection with the Plan (collectively, the "***Solicitation Procedures***").

38. The Debtors plan to distribute the Solicitation Packages to members of the Voting Classes and to solicit votes to accept or reject the Plan from such Holders in accordance with

sections 1125 and 1126 of the Bankruptcy Code. The Debtors will count such votes when evaluating whether the Plan satisfies the requirements of the Bankruptcy Code.

A. The Solicitation Procedures

39. As reflected in the chart at paragraph 12, three Classes of Claims are impaired and entitled to vote to accept or reject the Plan: Class 3 (First Lien Claims), Class 4 (Second Lien Claims), and Class 5 (General Unsecured Claims) (together with Class 3 and Class 4, the "***Voting Classes***" and each individually a "***Voting Class***"). The Debtors propose to commence the solicitation of votes from those Holders of Claims in the Voting Classes by transmitting copies of the solicitation package containing the Disclosure Statement, including the Plan and other exhibits thereto, the Confirmation Notice, the Proposed Order, and the applicable Ballots (the "***Solicitation Package***") directly to such Holders or their Nominees (as defined below), as applicable.

40. Beneficial Holders of the Second Lien Claims and the Unsecured Notes Claims shall receive their Solicitation Package from the brokers, dealers, commercial banks, trust companies, custodians or other agents or nominees (collectively, the "***Nominees***") through which they hold the Second Lien Claims and the Unsecured Notes Claims (which are classified in Class 5 as General Unsecured Claims). The Nominees will be served via electronic mail and/or via next business day or first class USPS service. The Nominees, or their agents, will be provided with a sufficient number of Solicitation Packages (including the Beneficial Holder Ballots (as defined below)) for each beneficial Holder represented by the applicable Nominee as of the Voting Record Date, as well as Master Ballots (as defined below) for use by the Nominees to tabulate the votes submitted to them by such beneficial Holders. The Nominees, or their agents, will also be provided with instructions to distribute (or to make available through customary means) the Solicitation Package to the beneficial Holders of the Second Lien Claims and the Unsecured Notes Claims.

41. A Holder of a Claim who falls into either of the following two categories shall receive its Solicitation Package directly and will be served via electronic mail and/or via first class USPS or next business day: (i) a Class 3 (First Lien Claim) or (ii) a Class 5 (General Unsecured Claim) that is not based on the holding of the Unsecured Notes Claims.

42. The Solicitation Packages shall advise Holders in each of the Voting Classes, among other things, that the deadline for submitting a Ballot containing a vote to accept or reject the Plan is November 7, 2025, at 4:00 p.m. (prevailing Central Time).

1. Forms of Ballots

43. Bankruptcy Rule 3017(d) requires that the Debtors use a form of ballot substantially conforming to Form 314. The Ballots are based on Form 314 but were modified as the Debtors deemed necessary and appropriate to address the particular aspects of the Chapter 11 Cases, to conform to the Plan, and to otherwise tailor them to the respective Voting Classes. The Debtors propose to distribute six forms of Ballot: (i) a form of Ballot for Holders of First Lien Claims, substantially in the form attached as **Exhibit 3** to the Proposed Order (the "***First Lien Ballot***"); (ii) a form of Ballot for any beneficial owner holding Second Lien Claims through a Nominee or as record holder in its own name, substantially in the form attached as **Exhibit 4-A** to the Proposed Order (the "***Second Lien Beneficial Holder Ballot***"); (iii) a form of Ballot for any beneficial owner holding Unsecured Notes Claims through a Nominee or as record holder in its own name, substantially in the form attached as **Exhibit 5-A** to the Proposed Order (the "***Unsecured Notes Beneficial Holder Ballot***" and together with the Second Lien Beneficial Holder Ballot, the "***Beneficial Holder Ballots***"); (iv) a form of Ballot for a Nominee of Second Lien Claims (or agent thereof) to transmit to the Solicitation Agent the votes of one or more beneficial Holders, substantially in the form attached as **Exhibit 4-B** to the Proposed Order (the "***Second Lien Master Ballot***"); (v) a form of Ballot for a Nominee of any of Unsecured Notes Claims (or agent thereof)

to transmit to the Solicitation Agent the votes of one or more beneficial Holders, substantially in the form attached as **Exhibit 5-B** to the Proposed Order (the "***Unsecured Notes Master Ballot***" and together with the Second Lien Master Ballot, the "***Master Ballots***"); and (vi) a form of Ballot for Holders of General Unsecured Claims (not based on holdings of Unsecured Notes Claims) to transmit to the Solicitation Agent the votes of Holders of General Unsecured Claims, substantially in the form attached as **Exhibit 5-C** to the Proposed Order (the "***GUC Ballot***" and together with the First Lien Ballot, the Beneficial Holder Ballots, and the Master Ballots, the "***Ballots***").

44. The Ballots advise recipients that Ballots must be returned to the Solicitation Agent by the Voting Deadline and specify the applicable methods by which Ballots may be transmitted to the Solicitation Agent. Each Ballot also contains detailed instructions on how (a) it must be completed and (b) to make any applicable elections contained therein (such instructions, collectively, the "***Voting Instructions***"). Nominees are authorized to collect votes to accept or to reject the Plan from beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from beneficial Holders through online voting, by phone, facsimile, or other electronic means. As an alternative to submitting a Master Ballot, the Debtors request that Nominees be authorized to "pre-validate" the applicable Beneficial Holder Ballot and forward it with the Solicitation Package to the beneficial Holders of Class 4 Second Lien Claims and Class 5 General Unsecured Claims that are Unsecured Notes Claims, with instructions to submit the applicable pre-validated Beneficial Holder Ballots directly to the Solicitation Agent.

45. Moreover, the materials in the Ballots and the Disclosure Statement establish and communicate how the Solicitation Agent will tabulate the votes and elections contained in the Ballots. Those tabulation rules, among other things, provide that the following Ballots will not be

counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant; (ii) any Ballot cast by a Person that does not hold a Claim in the Voting Class specified on the Ballot; (iii) any unsigned Ballot; (iv) any Ballot that does not contain an original signature; and (v) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.

46. As set forth above, to be counted as a vote to accept or reject the Plan, the Ballots are required to be properly executed, completed, and delivered to the Solicitation Agent so that they are actually received by the Solicitation Agent no later than the Voting Deadline. Beneficial Holders of Class 4 Second Lien Claims and Class 5 General Unsecured Claims that are Unsecured Notes Claims, respectively, who receive a Beneficial Holder Ballot from a Nominee are advised to return the Beneficial Holder Ballot to such Nominee with sufficient time for such Nominee to complete and return the Master Ballot to the Solicitation Agent prior to the Voting Deadline (in accordance with the Nominee's instructions).[3]

2. Voting Record Date and Voting Deadline

47. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan of reorganization, "'creditors' and 'equity security holders' include record holders of stock, bonds, debentures, notes, and other securities on the date the order approving the disclosure statement is entered—or another date the court sets for cause and after notice and a hearing." FED R. BANKR. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes. Accordingly, the Debtors request that the Court fix October 6, 2025, which date falls after the October 1, 2025,

[3] By submitting a Ballot and/or Release Opt-Out Form, the beneficial Holder is deemed to have consented to, and expressly authorizes, the Nominee to disclose the beneficial Holder's name and contract information to the Solicitation Agent upon request.

general bar date established by the Court pursuant to the Bar Date Order [Docket No. 66], as the record date with respect to all Holders of Claims entitled to vote on the Plan (the "***Voting Record Date***") and November 7, 2025, at 4:00 p.m. (prevailing Central Time) as the Voting Deadline, with Ballots not **actually received** by the Solicitation Agent by deadline not counted towards acceptance or rejection of the Plan. The Voting Record Date and the Voting Deadline will be clearly identified in the Disclosure Statement and the Ballots.

48. All Holders of Claims in the Voting Classes will have adequate time to consider the materials in the Solicitation Packages. Specifically, Holders of Claims in the Voting Classes will have at least 28 days after the commencement of solicitation to submit Ballots by the Voting Deadline.

B. Voting and Tabulation Procedures

49. To avoid uncertainty, provide guidance to the Debtors, the Solicitation Agent, and Holders of Claims in the Voting Classes, the Debtors request that the Court, pursuant to section 105(a) of the Bankruptcy Code, establish the guidelines set forth below for tabulating the votes to accept or reject the Plan:

1. **Votes Counted**. The Debtors propose that any timely received Ballot that contains sufficient information to permit the identification of the claimant and the amount of the Claim and is cast as an acceptance or rejection of the Plan will be counted. The foregoing general procedures will be subject to the following exceptions:

a. if a Claim is deemed Allowed in accordance with the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;

b. a Claim for which a Proof of Claim has been timely filed and that is not subject to a pending objection or motion for estimation by the Debtors as of the Voting Record Date, shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the amount set forth in its Proof of Claim; *provided* that if the amount set forth in such Proof of Claim is noted as contingent, unliquidated, or disputed the amount in which such

Claims is entitled to vote shall be the greater of $1.00 and the amount, if any, not denoted as contingent, unliquidated or disputed in such Proof of Claim;

c. a Claim for which the filing of a Proof of Claim was not required as a prerequisite for its allowance pursuant to the terms of Bar Date Order or for which the Bar Date has not passed, and for which no Proof of Claim has been filed, shall be entitled to vote in its scheduled amount;

d. if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;

e. subject to subsections (vi) and (vii) below, if a Claim is not listed on the Schedules,[4] or is scheduled at zero, in an unknown amount, or, as unliquidated, contingent, or disputed, (or otherwise does not, as of the Voting Record Date, have an outstanding amount due greater than zero) and a Proof of Claim was not (1) timely filed by the deadline for filing Proofs of Claim or (2) deemed timely filed by an order of the Court before the Voting Deadline, the Debtors propose that such Claim be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c); *provided*, *however*, that a Claim listed in the Schedules as contingent, unliquidated, or disputed for which the Bar Date has not yet passed, including the Governmental Bar Date, may vote in the amount of $1.00;

f. a Claim by a counterparty to an executory contract or unexpired lease that appears on the Debtors' Assumption Notices and is scheduled at an amount greater than zero and has an outstanding amount due greater than zero is entitled to vote in the amount listed in the Assumption Notices that remains outstanding; *provided* that if the Claim appears in a different amount in one or more of the Debtors' Assumption Notices, the amount for purposes of voting shall be the amount appearing in the most recent Assumption Notice filed with the Court;

g. if a counterparty to an executory contract or unexpired lease with a Claim listed on the Schedules or the Assumption Notice at zero, in an unknown amount, or, as unliquidated, contingent, or disputed (or otherwise does not, as of the Voting Record Date, have an outstanding amount due greater than zero) and whose executory

[4] As used herein "Schedules" means the schedules of assets and liabilities and statements of financial affairs that the Debtors are required to file under the Bankruptcy Code and the Bankruptcy Rules.

contract or unexpired lease has, as of the Voting Record Date, not yet expired or been rejected by the Debtors, and such counterparty follows the instructions on the Assumption Notice to request a Ballot prior to the Voting Deadline, such Claim may be voted in the amount of $1.00;

h. where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim may be treated as a single creditor for purposes of the numerosity requirements in section 1126 of the Bankruptcy Code;

i. notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class may be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims;

j. if a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amended Proof of Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier proof of claim shall be disallowed for voting purpose, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;

k. if an objection to a Claim or any portion thereof has been filed before the Voting Record Date, then the Debtors propose that such Claim be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the objection or an order granting such claimant's motion under Bankruptcy Rule 3018(a); and

l. any Ballot cast in an amount in excess of the Allowed amount of the relevant Claim will only be counted to the extent of such Allowed Claim.

2. **Votes Not Counted**. The Debtors further propose that the following Ballots not be counted or considered for any purpose:

a. any Ballot received after the Voting Deadline unless the Debtors have granted an extension of the Voting Deadline in writing (emailing being sufficient) with respect to such Ballot;

b. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

c. any Ballot cast by a Person or Entity that does not hold a Claim in a Voting Class;

d. any Ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan;

e. any Ballot submitted by telecopy, facsimile, email, or other electronic means except for the Solicitation Agent's online balloting portal;

f. any unsigned Ballot;

g. in the event that (i) a Ballot, (ii) a group of Ballots within a Voting Class received from a single creditor, or (iii) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots may not be counted in the Debtors' discretion;

h. any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Solicitation Agent), or the Debtors' financial or legal advisors; and

i. any Ballot not cast in accordance with the procedures approved in the Proposed Order.

3. **Duplicate Votes**. Any duplicate Ballots will only be counted once.

4. **Changing Votes**. Whenever two or more Ballots are cast which attempt to vote the same Claim before the Voting Deadline, the last valid Ballot received before the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior Ballots. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes.

5. **Amendments**. If a Proof of Claim has been amended, the last filed Proof of Claim (as of the Voting Record Date) shall govern.

50. The Debtors, in their discretion, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice. Subject to contrary order of this Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form or timely submitted on or before the Voting Deadline, the acceptance of which would, in the opinion of

theDebtors, not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with this Court.

A. Voting Record Date

51. Bankruptcy Rule 3018(a) provides that the "an equity security holder or creditor whose claim is based on a security of record may accept or reject a plan only if the equity security holder or creditor is the holder of record: (A) on the date the order approving the disclosure statement is entered; or (B) on another date the court sets . . . after notice and a hearing and for cause" and is entitled to receive ballots and materials necessary for voting on the plan. FED. R. BANKR. P. 3018(a). The Debtors, following consultation with the Solicitation Agent and the Consenting Creditors, request that the Court fix October 6, 2025 as the Voting Record Date.

B. Ballots, Voting Instructions, Solicitation Package, Additional Materials, and Transmittal

52. Bankruptcy Rule 3017(d) requires the Debtors to transmit a form of ballot, substantially in conformity with Form 314, to "creditors and equity security holders who are entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(c) further provides that "[a]n acceptance or rejection of a plan must: (A) be in writing; (B) identify the plan or plans; (C) be signed by the creditor or equity security holder—or an authorized agent; and (D) conform to Form 314. " FED. R. BANKR. P. 3018(c).

53. The forms of the Ballots are based on Form 314, which the Debtors modified to address the particular circumstances of the Chapter 11 Cases and to include certain information that the Debtors believe to be relevant and appropriate for Holders of Claims in the Voting Classes to consider. Certain Holders of Claims in the Voting Classes are instructed to forward their Beneficial Holder Ballot to their Nominee with ample time for the Nominee to complete the Master Ballot and return it to the Solicitation Agent so as to be actually received on or before the Voting

Deadline. Nominees are instructed to complete the Master Ballot and return it to the Solicitation Agent. Alternatively, Nominees are also authorized to "pre-validate" the Beneficial Holder Ballot and forward it with the Solicitation Package to the beneficial Holders of Class 4 Second Lien Claims and Class 5 General Unsecured Claims that are Unsecured Notes Claims, as applicable, with instructions to submit the pre-validated Beneficial Holder Ballot directly to the Solicitation Agent.

54. For purposes of serving the solicitation materials, the Debtors seek authorization to rely on the address information (for voting and non-voting parties alike) maintained by the Debtors and provided by the Debtors to the Solicitation Agent as of the Voting Record Date. To that end, the Debtors seek the waiver of any obligation for the Debtors or the Solicitation Agent to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots, Notices of Non-Voting Status and Release Opt-Out Forms, and Confirmation Notices) and not be required to resend Solicitation Packages or other materials, including any Notice of Non-Voting Status and Release Opt-Out Form, and/or Confirmation Notice, that are returned as undeliverable unless the Debtors were provided with accurate addresses for such parties before the Voting Record Date.

55. To assist in the solicitation process, the Debtors request that the Court grant the Solicitation Agent the authority (in its discretion) to contact parties who submit a defective Ballot to make a reasonable effort to cure such deficiencies; *provided* that neither the Debtors nor the Solicitation Agent will be required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor will any of them incur any liability for failure to provide such notification. The Debtors request that the Court give authorization to the Debtors and the Solicitation Agent, as applicable, to determine, in the

reasonable and good faith exercise of their discretion, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Irregular Ballots (as defined below), which determination will be final and binding absent an objection filed before the Confirmation Hearing by any such party submitting an Irregular Ballot (as defined below).

56. The Debtors will file with the Court a certification of votes (the "***Voting Declaration***") as soon as practicable after the Voting Deadline and in advance of the Confirmation Hearing. The Voting Declaration will, among other things, set forth the voting results, certify to the Court in writing the voting amount and number of Claims of the Voting Classes accepting or rejecting the Plan, and delineate every Ballot that is excluded from the final voting results, including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or other necessary information, submitted in a manner not provided for herein, or damaged ("***Irregular Ballots***"). The Voting Declaration will also indicate the Debtors' intentions with regard to each such Irregular Ballot.

57. The Solicitation Agent will also serve, or cause to be delivered, the applicable Notices of Non-Voting Status and Release Opt-Out Forms to (a) third-party Holders of Claims and Interests in the Non-Voting Classes (as defined below) who are presumed to accept the Plan and (b) third-party Holders of Claims or Interests in the Non-Voting Classes who are deemed to reject the Plan. Notices of Non-Voting Status and Release Opt-Out Forms: (a) inform recipients of their status as Holders or potential Holders of Claims or Interests in the Non-Voting Classes; (b) provide the relevant text of the releases, exculpation, and injunction provisions set forth in the Plan that apply to such Holders, notwithstanding their non-voting status; and (c) contain an opt-out form to allow Holders of Claims or Interests in the Non-Voting Classes to opt out of the Third-Party

Release under the Plan. The Notices of Non-Voting Status and Release Opt-Out Forms state that, unless a party timely opts out of the Third-Party Release as provided in the Release Opt-Out Form, such party will be granted a release as a Released Party under the Plan.

58. For purposes of accepting Ballots, excluding Beneficial Holder Ballots, the Solicitation Agent will establish a portal for the submission of electronic Ballots and Release Opt-Out Forms (as defined in the Non-Voting Status and Release Opt-Out Forms) on the Case Website (the "***E-Ballot Portal***"). The Solicitation Agent will also accept Ballots and Release Opt-Out Forms via regular mail at the address provided in the Release Opt-Out Form and the Voting Instructions. For the avoidance of doubt, Nominees will be allowed to submit Master Ballots via email to the Solicitation Agent.

C. Waiver of Requirement to Mail Solicitation Packages to or Otherwise Solicit Certain Claims and Interests is Appropriate

59. Given the particular facts and circumstances of the Chapter 11 Cases, the Debtors request that the Court waive the requirement that they mail, or cause to be delivered, a copy of the Solicitation Package to Holders of Claims and Interests in the Non-Voting Classes. *See* FED. R. BANKR. P. 3017(d) (authorizing the court to vary the requirements for sending plan-related materials to holders of claims and interests). Distributing the Solicitation Packages to Holders of Claims and Interests in the Non-Voting Classes would be costly and administratively burdensome with no corresponding benefit to the Court, the Debtors, or any other party in interest. The Debtors' resources should not be dissipated by having to satisfy this mailing requirement, especially given that the Debtors have made the Solicitation Package available at no cost on the Case Website.

D. Approval of the Equity Rights Offering, the Equity Rights Offering Materials, and the Commencement of the Equity Rights Offering

60. In connection with the Plan, the Debtors intend, upon approval by this Court of the proposed procedures to govern the Equity Rights Offering (the "***Equity Rights Offering Procedures***"), attached to the Proposed Order as **Exhibit 7-A**, and the proposed form to be submitted by Holders of Allowed General Unsecured Claims in order to subscribe to the Equity Rights Offering (the "***Subscription Form***" and together with the Equity Rights Offering Procedures, the "***Equity Rights Offering Materials***"), attached to the Proposed Order as **Exhibit 7-B**.

61. The Debtors request this Court's approval of the rights offering materials in order to commence a rights offering to all Eligible Holders of Allowed Class 5 General Unsecured Claims.[5] Pursuant to this rights offering (the "***Equity Rights Offering***") and subject to the terms and conditions set forth in the Plan and the Equity Rights Offering Procedures, each Eligible Holder of an Allowed Class 5 General Unsecured Claim (but excluding Holders of First Lien Deficiency Claims and Second Lien Deficiency Claims) (each such Holder, an "***Equity Rights Offering Participant***") is entitled to subscribe for *pro rata s*hare of the transferable right to purchase up to $200 million, in aggregate, of New Common Interests. Equity Rights Offering Participants who timely and validly elect to participate in the Equity Rights Offering by electing to exercise their rights to participate in the Equity Rights Offering shall purchase such shares at the price per share set forth in the Equity Rights Offering Materials (the "***Purchase Price***").

62. In order to validly exercise its right to participate in the Equity Rights Offering, each Equity Rights Offering Participant must: (a) return a duly completed and executed

[5] The Plan defines "Eligible Holder" as a Holder of an Allowed General Unsecured Claim that is an Accredited Investor (as defined in Rule 501 under the Securities Act) or Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act).

Subscription Form (with an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent (as defined in the Equity Rights Offering Procedures) by the deadline set forth in the Equity Rights Offering Procedures (the "***Equity Rights Offering Termination Time***"); and (b) no later than the Equity Rights Offering Termination Time, pay, or arrange for the payment of the applicable Purchase Price to the Subscription Agent by wire transfer only of immediately available funds in accordance with the instructions included in the Subscription Form.

63. As set forth more fully in the Equity Rights Offering Materials, the Equity Rights Offering and the New Common Interests sold pursuant thereto shall be exempt from the registration requirements of section 5 of the Securities Act pursuant, in reliance on Section 4(a)(2) of the Securities Act. The New Common Interests shall be subject to applicable transfer restrictions under the Securities Act.

64. With respect to Holders of Unsecured Notes Claims in Class 5, the Solicitation Agent will include the Equity Rights Offering Materials with the Solicitation Packages when delivered to such Holders (or their Nominees). Given the number of Holders of General Unsecured Claims that are not Unsecured Notes Claims, and the likelihood that the vast majority of such Holders are not Eligible Holders, the Debtors propose to require such Holders to indicate their interest in participating in the Equity Rights Offering on their Class 5 GUC Ballot and return such Ballot to the Solicitation Agent. The Solicitation Agent will then send such Holders the relevant Equity Rights Offering Materials. This process will ensure that all Eligible Holders who wish to participate in the Equity Rights Offering are given an opportunity to do so, while not requiring the Debtors to expend hundreds of thousands of dollars (if not more) on transmitting the Equity Rights

Offering Materials to Holders of General Unsecured Claims who are ineligible to participate in the Equity Rights Offering.

65. In many chapter 11 cases in which rights offerings are conducted, the rights offering is commenced after the bankruptcy court has approved the adequacy of the information contained in the debtor's disclosure statement. Such a process is consistent with the principles underlying section 1145 of the Bankruptcy Code, *i.e.*, that a filing with the Securities and Exchange Commission in connection with the offer and sale of a security, in compliance with applicable securities laws, should not be required in chapter 11 cases, where the bankruptcy court has ruled that the contents of the offering document (the disclosure statement) contains "adequate information" as defined in section 1125(a)(1) of the Bankruptcy Code. In this case, the Debtors will seek approval to consummate the Equity Rights Offering through the Confirmation Order, and thus the Equity Rights Offering will not be consummated—and the New Common Interests proposed to be issued under the Equity Rights Offering will not be issued—until after the Court approves the adequacy of the Disclosure Statement. This ensures that all creditors entitled to participate in the Equity Rights Offering will have received adequate information before they make their investment.

66. In light of the foregoing, the Debtors respectfully submit that the Court's approval of the Equity Rights Offering, the Equity Rights Offering Materials, and authorization to commence the Equity Rights Offering is in the best interests of the Debtors' estate, creditors, and other parties in interest.

IV. THE NOTICE PROCEDURES

A. The Confirmation Notice

67. Following entry of the Proposed Order, the Debtors will (a) serve the Confirmation Notice, substantially in the form attached **Exhibit 1-A** to the Proposed Order on the entire creditor

matrix, thus providing notice to all known third-party Holders of Claims and Interests in the Non-Voting Classes and (b) publish, by no later than five business days following entry of the Proposed Order (the "***Publication Deadline***"), a notice in a form substantially similar to the Confirmation Notice once in the national edition of the *New York Times* or a similar publication of national distribution so as to provide notice to any third-party Holders of Claims and/or Interests that are unknown to, or not reasonably ascertainable by, the Debtors.

68. To provide additional layers of notice to parties in interest in the Chapter 11 Cases, the Debtors will post to the Solicitation Agent's case information website various chapter 11 documents, including the following: (a) the Plan, (b) the Disclosure Statement, (c) this Motion and any orders entered in connection with this Motion, and (d) the Confirmation Notice. Moreover, the Voting Classes will receive the Solicitation Package.

69. The Confirmation Notice will (a) identify the date of the Confirmation Hearing, (b) set forth the Confirmation Objection Deadline and the procedures for filing objections to confirmation of the Plan, (c) set forth the name and telephone number of a person from whom copies of the Plan and Disclosure Statement can be obtained at the Debtors' expense, (d) set forth the manner in which the Disclosure Statement and the Plan can be obtained or viewed electronically, and (e) provide a summary of the treatment of Claims and Interests of each Class under the Plan.

B. Notice to Non-Voting Classes

70. Claims in Classes 1 and 2 are unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims in Class 6 and Interests in Class 8 are unimpaired under the Plan and are conclusively presumed to accept the Plan. Claims in Class 7 and Interests in Class 9 (such Claims and Interests together with Claims in Classes 1, 2, 6, and 8 the "***Non-Voting Classes***") are impaired under the Plan and

will not receive any recovery under the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, Holders of Claims in Class 7 and Interests in Class 9, are deemed to reject the Plan.

71. In light of their presumed acceptance or deemed rejection of the Plan, the Debtors are **not** soliciting votes to accept or reject the Plan from the Holders of Claims and Interests in the Non-Voting Classes. Instead, the Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will a receive a Notice of Non-Voting Status and Release Opt-Out Form. Because the Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, the Debtors are requesting a waiver of any requirement to serve the Holders of Claims and Interests in Classes 6 and 8 with Solicitation Packages or any other type of form or notice, including a Non-Voting Status Notice or a Release Opt-Out Form, in connection with solicitation. Holders of Claims or Interests in the Non-Voting Classes can access the Disclosure Statement and the Plan at no cost on the Case Website.

72. The Solicitation Agent will serve, or cause to be delivered, the General Non-Voting Notice and Release Opt-Out Form and the Non-Voting Beneficial Interest Holder Notice and Release Opt-Out Form, substantially in the forms attached to the Proposed Order as **Exhibits 2-A** and **2-B**, respectively, which (a) inform recipients of their status as Holders or potential Holders of Claims or Interests in the Non-Voting Classes; and (b) provide the relevant text of the releases, exculpation, and injunction provisions set forth in the Plan.

V. PROCEDURES FOR ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND FORM AND MANNER OF ASSUMPTION NOTICE

73. Section 365(a) of the Bankruptcy Code empowers a debtor in possession, "subject to the court's approval, [to] . . . assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The Assumption Procedures set forth above and in **Article VIII** of the Plan related to the assumption of executory contracts and unexpired leases as well as the

Assumption Notice, substantially in the form annexed as **Exhibit 6** to the Proposed Order, and the proposed manner of notice thereof should be approved because they will help facilitate the resolution of any issues concerning Cure Amounts (as defined below) and objections regarding the possible assumption of executory contracts and unexpired leases, while adequately protecting the rights of the Contract Counterparties.

74. As provided in **Article VIII.1** of the Plan, on the Effective Date, except as otherwise provided therein, each of the Debtors' executory contracts and unexpired leases will be deemed assumed (an "***Assumed Contract***"), unless it: (a) has been assumed or rejected by the Debtors by prior order of the Bankruptcy Court, (b) is the subject of a motion to reject filed by the Debtors pending on the Effective Date, (c) is identified as a rejected executory contract or unexpired lease by the Debtors on a schedule to the Plan Supplement, or (d) is otherwise rejected or terminated pursuant to the terms of the Plan. To facilitate such assumption, consistent with the Plan and the requirements of the Bankruptcy Code, the Debtors propose the following procedures (the "***Assumption Procedures***"):

(a) **Notice**. By no later than October 23, 2025, the Debtors propose to file and serve (via email, where available or, alternatively, by first class mail) an initial notice, substantially in the form attached to the Proposed Order as **Exhibit 6** (the "***Assumption Notice***") to the contractual counterparties (the "***Counterparties***") to the executory contracts and unexpired leases that the Debtors may assume pursuant to the Plan (such executory contracts and unexpired leases, the "***Designated Contracts***"). The initial Assumption Notice will reserve the Debtors' rights to serve supplemental and/or revised Assumption Notices up until the Effective Date (including after the Confirmation Hearing); *provided*, that Counterparties will be afforded the opportunity to assert Assumption Objections in accordance with procedures and time limits described below for each Assumption Notice.

(b) **Content of Assumption Notice**. The Assumption Notice will include the following information for each Designated Contract: (i) its title or other identifying information; (ii) the counterparty; (iii) any applicable cure amounts, whether arising prepetition or post-petition (the "***Cure Amount***") exclusive of any ordinary course post-petition charges which the Debtors have not paid which are not overdue and have not otherwise triggered a default under the Designated Contract; and

(iv) the deadline by which any such Counterparty must object to the assumption of such executory contract or unexpired lease.

(c) **Objections**. Objections to the proposed Cure Amount and adequate assurance of the satisfaction of performance obligations owed to the Counterparties must: (i) be in writing; (ii) set forth the nature of the objector's claims against or interests in the Debtors' estates and the basis for the objection and the specific grounds therefor; (iii) comply with the Bankruptcy Rules, Bankruptcy Local Rules, and orders of this Court; and (iv) be filed with the Clerk of the Court by the 14th day after the date the objecting Counterparty is served with the Assumption Notice (the "***Assumption Objection Deadline***").

(d) **Effects of Objecting to a Assumption Notice**. A properly filed objection to an Assumption Notice will reserve such objecting party's rights against the Debtors with respect to the relevant objection (each such objection a "***Assumption Objection***").

(e) **Effects of Not Objecting to a Assumption Notice**. If the Assumption Objection Deadline has elapsed and a Counterparty to a Designated Contract has failed to timely file an Assumption Objection, then the Cure Amounts (if any) owed to such Counterparty shall be paid as soon as reasonably practicable after the Effective Date, and such Counterparty shall be deemed to have consented to the assumption of the Designated Contract and the Cure Amount (if any) set forth in the applicable Assumption Notice, and such Counterparty shall forever be barred and estopped from objecting to assumption or refusing to perform obligations owed under the Designated Contract, on the basis of: (i) the inaccuracy or incompleteness of the Cure Amount listed in the Assumption Notice; (ii) the existence of any conditions to assumption must be satisfied under such executory contract or unexpired lease before it can be assumed; (iii) the Debtors' failure to provide adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code; or (iv) any prohibition or restriction on assumption provided for under the Bankruptcy Code (including, but not limited to, any right or objection that a Counterparty may seek to assert under section 365(c) of the Bankruptcy Code) or other applicable law.

75. As set forth above in the Assumption Procedures, if a Counterparty objects to the Cure Amount for its executory contract or unexpired lease prior to the Assumption Objection Deadline, then such Counterparty's rights would be preserved. As provided in **Article VIII.2** of the Plan, any monetary default under the Assumed Contracts will be cured by payment in Cash on the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such executory contract or unexpired lease may otherwise agree in writing. If there is a dispute with respect to assumption of an executory contract or unexpired lease under the Plan then the Court

will hear such dispute before the Effective Date, subject to the limitations set forth in the Plan. If a dispute arises regarding the amount of any payment needed to cure outstanding defaults under any executory contract or unexpired lease, the payment required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a final order resolving the dispute and approving the assumption and will not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

VI. HEARING TO CONSIDER CONFIRMATION OF THE PLAN

76. The Debtors believe that the Plan satisfies all of the requirements for confirmation under the Bankruptcy Code. The Debtors request that the Court schedule the Confirmation Hearing at which time the Debtors will seek confirmation of the Plan.

EMERGENCY CONSIDERATION

77. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Local Rule 9013-1 and Bankruptcy Rule 6003, which authorize the Court to grant relief within the first 21 days after the commencement of a chapter 11 case to the extent that relief is necessary to avoid immediate and irreparable harm. As described in the detail in the First Day Declaration, the Plan is the product of the Debtors' intensive efforts to negotiate a comprehensive restructuring transaction with their financial creditors. The Debtors' failure to obtain the relief requested herein, including approval of the Plan Confirmation Schedule, may lead to their inability to satisfy the milestones required by the DIP Documents, and the RSA. This would significantly disrupt the Debtors' ability to successfully confirm the Plan, be value-destructive for the Debtors' estates, and cause irreparable harm to all parties in interest. Accordingly, the Debtors submit that the requirements of Bankruptcy Rule 6003 are satisfied.

NOTICE

78. Notice of the Motion will be provided to: (a) the Office of the United States Trustee for Region 7 (the "***U.S. Trustee***"); (b) Paul Hastings LLP, as counsel to the First Lien Agent and the Consenting Creditors; (c) counsel to the DIP Lenders; (d) the creditors listed on the Debtors' consolidated list of 30 creditors holding the largest unsecured claims; (e) the United States Attorney for the Southern District of Texas; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the state attorneys general for states in which the Debtors conduct business; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

79. A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the Case Website.

[*Remainder of page intentionally left blank.*]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: September 4, 2025

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

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Proposed Attorneys for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on September 4, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

ORDER (A) APPROVING DISCLOSURE STATEMENT; (B) SCHEDULING CONFIRMATION HEARING; (C) ESTABLISHING RELATED OBJECTION AND VOTING DEADLINES; (D) APPROVING RELATED SOLICITATION PROCEDURES, BALLOTS, AND RELEASE OPT-OUT FORMS AND FORM AND MANNER OF NOTICE; (E) APPROVING PROCEDURES FOR ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (F) APPROVING EQUITY RIGHTS OFFERING PROCEDURES AND RELATED MATERIALS; AND (G) GRANTING RELATED RELIEF
[Relates to Docket No. ___]

Upon the emergency motion (the "***Motion***")[2] of the Debtors for entry of an order (this "***Order***") (a) approving the Disclosure Statement, (b) scheduling a hearing to consider confirmation of the Plan (the "***Confirmation Hearing***"); (c) establishing a deadline for all objections to the approval of the Disclosure Statement (the "***Disclosure Statement Objection Deadline***") and confirmation of the Plan (the "***Confirmation Objection Deadline***"); (d) approving the proposed form of notice of (i) the Confirmation Hearing, the Voting Deadline, and the Confirmation Objection Deadline (the "***Confirmation Notice***"), attached hereto as **Exhibit 1-A**,

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

and (ii) the hearing on the approval of the Disclosure Statement (the "***Disclosure Statement Hearing***") and the Disclosure Statement Objection Deadline (the "***Disclosure Statement Hearing Notice***"), attached hereto as **Exhibit 1-B** (e) approving the Solicitation Procedures with respect to the Plan, including the proposed forms of Ballots and Voting Instructions, attached hereto as **Exhibits 3-A**, **4-A**, **4-B**, **5-A**, **5-B**, and **5-C**; (f) approving (i) the proposed form of notice of non-voting status and release opt-out for third-party Holders of Claims and certain third-party Holders Interests in Classes 1, 2, 7, and 9 (the "***General Non-Voting Notice and Release Opt-Out Form***"), attached hereto as **Exhibit 2-A**, and (ii) the proposed form of notice of non-voting status and release opt-out for beneficial Holders of Interests in Class 9 (the "***Non-Voting Beneficial Interest Holder Notice and Release Opt-Out Form***" and together with the General Non-Voting Notice and Release Opt-Out Form, the "***Notices of Non-Voting Status and Release Opt-Out Forms***"), attached hereto as **Exhibit 2-B**; (g) approving the Assumption Procedures and the proposed form of Assumption Notice, attached hereto as **Exhibit 6**; (h) approving the Equity Rights Offering, the proposed procedures to govern the Equity Rights Offering (the "***Equity Rights Offering Procedures***"), attached hereto as **Exhibit 7-A**, and the proposed form to be submitted by Holders of Allowed Unsecured Notes Claims in order to subscribe to the Equity Rights Offering (the "***Subscription Form***" and together with the Equity Rights Offering Procedures, the "***Equity Rights Offering Materials***"), attached to the Proposed Order as **Exhibit 7-B**; (i) approving the timing and manner of service and publication (as applicable) of the Confirmation Notice, the Non-Voting Status Notice, the Release Opt-Out Form, the Assumption Notice, and the Equity Rights Offering Materials; and (j) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that

this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement and the Solicitation Packages in order to solicit votes on, and pursue confirmation of, the Plan.

2. The Disclosure Statement Hearing Notice, as proposed in the Motion and substantially in the form attached hereto as **Exhibit 1-B**, is approved. Service of the Disclosure Statement Hearing Notice as set forth in the Motion is deemed to have been good and sufficient notice of the Disclosure Statement Hearing, the Disclosure Statement Objection Deadline, and procedures for objecting to the adequacy of the Disclosure Statement.

3. The Confirmation Hearing, at which the Court will consider, among other things, the final approval of the Disclosure Statement and confirmation of the Plan, shall be held on **November 18, 2025, at ___ : ___ (prevailing Central Time)**. The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned

date or dates in open court or at the Confirmation Hearing and notice of such adjourned date(s) will be available on the electronic case filing docket.

4. The Confirmation Schedule set forth below is hereby approved, except as may be modified by the Debtors in accordance with this Order:

Event	Date/Deadline	Notes
Disclosure Statement Objection Deadline	September 29, 2025, at 4:00 p.m. (prevailing Central Time)	24 days after service of the Disclosure Statement Hearing Notice
Hearing on approval of the Disclosure Statement	October 6, 2025	31 days after service of the Motion and Disclosure Statement Hearing Notice
Voting Record Date (as defined below)	October 6, 2025	N/A
Solicitation Deadline (as defined below)	October 10, 2025 (or as soon as reasonably practicable thereafter)	39 days before Confirmation Hearing
Publication Deadline (as defined below)	As soon as reasonably practicable and no later than October 14, 2025	No later five business days after entry of the Proposed Order
Deadline to file initial Assumption Notice	October 23, 2025, at 4:00 p.m. (prevailing Central Time)	N/A
Assumption Objection Deadline (as defined below)	4:00 p.m. prevailing central time on the date that is 14 days after the filing of any initial, supplemental, or revised Assumption Notice	N/A
Deadline to file Plan Supplement	October 31, 2025, at 4:00 p.m. (prevailing Central Time)	7 days before Confirmation Objection Deadline
Voting Deadline and deadline to return Release Opt-Out Form (as defined below)	November 7, 2025, at 4:00 p.m. (prevailing Central Time)	Solicitation Deadline *plus* 28 days

Event	Date/Deadline	Notes
Confirmation Objection Deadline	November 7, 2025, at 4:00 p.m. (prevailing Central Time)	Solicitation Deadline *plus* 28 days
Deadline to file Confirmation Materials	November 14, 2025, at 12:00 p.m. (prevailing Central Time)	Two business days before Confirmation Hearing
Confirmation Hearing	November 18, 2025, at a time to be announced	39 days after Solicitation Deadline

2. The record date with respect to all Holders of Claims entitled to vote on the Plan (the "***Voting Record Date***") shall be **October 6, 2025**.

3. The Debtors are authorized to solicit votes on the Plan from Holders of Claims in the Voting Classes as set forth in the Motion and the procedures for such solicitation set forth in the Motion, including, without limitation, the **Voting Deadline of November 7, 2025, at 4:00 p.m. (prevailing Central Time)** (unless extended by the Debtors), are hereby approved.

4. The Debtors shall (a) serve (i) the Confirmation Notice, and (ii) Notices of Non-Voting Status and the Release Opt-Out Forms, and (b) transmit Solicitation Packages by no later than **October 10, 2025** (or as soon as reasonably practicable thereafter) (the "***Solicitation Deadline***") via email (where available) and first class mail on all creditors and interested parties.

5. As soon as reasonably practicable and no later than five business days following the entry of this Order (the "***Publication Deadline***"), the Debtors shall publish notice in a form substantially similar to the Confirmation Notice once in the national edition of the *New York Times* or a similar publication of national distribution so as to provide notice to any third-party Holders of Claims and/or Interests that are unknown to, or not reasonably ascertainable by, the Debtors.

6. Any objections to the confirmation of the Plan shall be: (a) in writing; (b) filed with the Clerk of Court together with proof of service thereof; (c) set forth the name of the

objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Bankruptcy Rules, the Bankruptcy Local Rules and any other case management rules and orders of the Court, by no later than **November 7, 2025, at 4:00 p.m. (prevailing Central Time)** (the "***Confirmation Objection Deadline***". In addition to being filed with the Clerk of the Court, any such Objections shall be served upon the following parties in accordance with the Bankruptcy Local Rules:

a. ModivCare Inc., 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, CO 80237, Attn: Faisal Khan (faisal.khan@modivcare.com) and Chad Shandler (chad.shandler@fticonsulting.com);

b. proposed co-counsel to the Debtors, (i) Latham & Watkins LLP, 1271 Avenue of the Americas New York, NY 10020, Attn: Ray C. Schrock (ray.schrock@lw.com); Keith A. Simon (keith.simon@lw.com); George Klidonas (george.Klidonas@lw.com); and Jonathan Weichselbaum (jon.weichselbaum@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: Tad Davidson (taddavidson@hunton.com), Catherine Rankin (crankin@hunton.com), and Brandon Bell (bbell@hunton.com);

c. counsel for the Prepetition First Lien Agent, Consenting Creditors, and DIP Lenders, (i) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Kris Hansen (krishansen@paulhastings.com; and (ii) Paul Hastings LLP 71 South Wacker Drive, Chicago, IL 60606, Attn: Matt Warren (mattwarren@paulhastings.com) and Lindsey Henrickson (lindseyhenrikson@paulhastings.com);

d. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jana Whitworth (jana.whitworth@usdoj.gov); and

e. counsel to the Committee.

7. The Debtors are authorized to file and serve a supplement to the Plan (the "***Plan Supplement***") on or before **October 31, 2025, at 4:00 p.m. (prevailing Central Time)** and to further supplement the Plan Supplement as necessary thereafter. If the Confirmation Objection

Deadline is extended, the Debtors shall be authorized to file the Plan Supplement by no later than seven days before such extended Confirmation Objection Deadline.

8. Notice of the Confirmation Hearing and service thereof complies with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances; *provided*, that if any Holder of a Claim against, or Interest in, a Debtor requests from the Debtors, the Debtors' counsel, or the Solicitation Agent a copy of the Plan or Disclosure Statement, regardless of whether such Holder is in the Voting Class, the Debtors' counsel or the Solicitation Agent (as applicable) shall serve the requested document or documents on the holder at the Debtors' cost, no later than two business days from the date such request is made; *provided, further*, that any provision of Bankruptcy Rule 3017(d) requiring the Debtors to distribute the Disclosure Statement and the Plan to parties not entitled to vote, whether because they are Unimpaired or because they are deemed to reject the Plan, or any parties in interest other than as prescribed in this Order, shall be waived; *provided, further*, that the Debtors shall cause various documents related to the Chapter 11 Cases to be posted to the Case Website (to the extent not already posted), including: (a) the Plan; (b) the Disclosure Statement; (c) the Motion and this Order; and (d) the Confirmation Notice. The Debtors shall also serve a copy of the Confirmation Notice on all known creditors, interest holders, and interested parties. For the avoidance of doubt, the requirement that the Debtors serve any notices or materials on Holders of Claims in Class 6 (Intercompany Claims) or Interests in Class 8 (Intercompany Interests) is hereby waived.

9. The Solicitation Procedures, including the setting of the Voting Record Date, utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan, satisfy the requirements of the Bankruptcy Code,

the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved. The Debtors and the Solicitation Agent are authorized to accept Ballots and Release Opt-Out Forms through the E-Ballot Portal**.** The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot or Release Opt-Out Form submitted in this manner, and the Holder's electronic signature will be deemed to be immediately legally valid and effective.

10. The authorization of the Solicitation Agent is approved and any obligation for the Debtors or the Solicitation Agent to conduct additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots, Non-Voting Status Notices, Release Opt-Out Forms, and Confirmation Notices) is hereby waived.

11. The Solicitation Package used to solicit votes to accept or reject the Plan as set forth in the Motion is approved.

12. The Confirmation Notice, substantially in the form attached hereto as **Exhibit 1-A**, is approved.

13. The Ballots and Voting Instructions, substantially in the forms attached hereto as **Exhibits 3, 4-A**, **4-B**, **5-A**, **5-B**, and **5-C**, and the terms and conditions therein, are approved.

14. The (a) General Non-Voting Notice and Release Opt-Out Form, substantially in the form attached to hereto as **Exhibit 2-A**, and (b) the Non-Voting Beneficial Interest Holder Notice and Release Opt-Out Form, substantially in the form attached hereto as **Exhibits 2-B**, are approved.

15. The Equity Rights Offering Procedures and the Subscription Form, substantially in the forms attached hereto as **Exhibit 7-A** and **Exhibit 7-B**, respectively, are approved.

16. The Equity Rights Offering is approved and the Debtors are authorized to commence the Equity Rights Offering in accordance with, and as described in, the Equity Rights Offering Materials, the Plan, and the Disclosure Statement.

17. The Solicitation Procedures that will be used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballots, as applicable, are approved.

18. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Confirmation Hearing; and the deadline and procedures for objections to approval of the Solicitation Procedures, approval of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

19. The Assumption Procedures, as set forth in the Motion, are hereby approved. The Debtors shall file and serve an initial Assumption Notice by October 23, 2025, at 4:00 p.m. (prevailing Central Time) via email, where available or, alternatively, by first class mail, substantially in the form attached to this Order as **Exhibit 6** (the "***Assumption Notice***"), to the contractual counterparties (the "***Counterparties***") to the executory contracts and unexpired leases that the Debtors may assume pursuant to the Plan (such executory contracts and unexpired leases, the "***Designated Contracts***"). The Debtors reserve the right to serve supplemental and/or revised Assumption Notices up until the Effective Date (including after the Confirmation Hearing); *provided*, that Counterparties will be afforded the opportunity to assert Assumption Objections in accordance with procedures and time limits described below for each Assumption Notice. The Debtors shall not be required to include intercompany contracts, which the Debtors or their non-Debtor affiliates are party to, on any Assumption Notice.

20. The Assumption Notice shall include the following information for each Designated Contract: (i) its title or other identifying information; (ii) the counterparty; (iii) any

applicable cure amounts, whether arising prepetition or post-petition (the "***Cure Amount***") exclusive of any ordinary course post-petition charges which the Debtors have not paid which are not overdue and have not otherwise triggered a default under the Designated Contract; and (iv) the deadline by which any such Counterparty must object to the assumption of such executory contract or unexpired lease.

21. Objections to the proposed Cure Amount and adequate assurance of the satisfaction of performance obligations owed to the Counterparties must: (i) be in writing; (ii) set forth the nature of the objector's claims against or interests in the Debtors' estates and the basis for the objection and the specific grounds therefor; (iii) comply with the Bankruptcy Rules, Bankruptcy Local Rules, and orders of this Court; and (iv) be filed with the Clerk of the Court by the 14th day after the date that the Debtors file and serve any Assumption Notice (the "***Assumption Objection Deadline***").

22. If the Assumption Objection Deadline has elapsed and a Counterparty to a Designated Contract has failed to timely file an Assumption Objection, then the Cure Amounts (if any) owed to such Counterparty shall be paid as soon as reasonably practicable after Effective Date, and such Counterparty shall be deemed to have consented to the assumption of the Designated Contract and the Cure Amount, if any, set forth in the applicable Assumption Notice and such Counterparty shall forever be barred and estopped from objecting to assumption or refusing to perform obligations owed under the Designated Contract, on the basis of: (i) the inaccuracy or incompleteness of the Cure Amount listed in the Assumption Notice; (ii) the existence of any conditions to assumption must be satisfied under such executory contract or unexpired lease before it can be assumed; (iii) the Debtors' failure to provide adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code; or (iv) any

prohibition or restriction on assumption provided for under the Bankruptcy Code (including, but not limited to, any right or objection that a Counterparty may seek to assert under section 365(c) of the Bankruptcy Code) or other applicable law.

23. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

24. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2025

_____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1-A

Notice of Confirmation Hearing

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC. *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF (I) CONFIRMATION HEARING ON JOINT CHAPTER 11 PLAN AND RELATED MATTERS, (II) OBJECTION DEADLINE, AND (III) SUMMARY OF THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

YOUR RIGHTS MAY BE AFFECTED BY THE PLAN AND THE TRANSACTIONS PROPOSED TO BE EFFECUTATED THEREBY, PLEASE TAKE NOTICE THAT:

The above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), each commenced a case under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

The Debtors have commenced solicitation of the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors' balloting and solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***"), at https://www.veritaglobal.net/ModivCare (the "***Case Website***"). Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 733-1521 (U.S./Canada)

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[1] A complete list of each of the Debtors in these Chapter 11 Cases and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

or +1 (310) 751 2636 (International), or by submitting an inquiry at https://www.veritaglobal.net/ModivCare/Inquiry.

Information Regarding Plan

The Debtors commenced solicitation of votes to accept the Plan from: Holders of Class 3 (First Lien Claims), Beneficial Holders of Class 4 (Second Lien Claims), and Holders of Class 5 (General Unsecured Claims), including, for the avoidance of doubt, Beneficial Holders of Unsecured Notes Claims, each of record as of October 6, 2025 (the "***Voting Record Date***"). Only Holders of Claims in Classes 3, 4, and 5 are entitled to vote to accept or reject the Plan. All other Classes of Claims and Interests are either presumed to accept or deemed to reject the Plan and, therefore, Holders of such other Claims and Interests are not entitled to vote to accept or reject the Plan. **The deadline for the submission of votes to accept or reject the Plan is November 7, 2025 at 4:00 p.m. (prevailing Central Time).**

PLEASE BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. THESE PROVISIONS ARE SET FORTH IN APPENDIX A.

Specifically, if you are a Holder of a Claim or Interest, you may be deemed to grant the third-party releases described in Section 10.6(b) of the Plan. Specifically, pursuant to Section 10.6(b) of the Plan (the "*Releases*"), each Holder of a Claim or Interest is deemed to grant the Releases, to the maximum extent otherwise permitted by law, if: (a) a Holder of a Claim in a Voting Class does not affirmatively elect to "opt out" of the Releases as provided on its respective ballot or (b) a Holder of a Claim or Interest in a Non-Voting Class does not affirmatively elect to "opt out" of the Releases as provided on its respective Release Opt-Out Form; *provided*, that any Holder of a Claim or Interest that timely objects to the Releases, either through (i) a formal objection filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party" under the Plan and will not receive the benefit of the Releases under the Plan. The Releases are discussed further in Section 10.6(b) of the Plan.

Please be advised that your decision to opt out of the Releases does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Releases, you will not be granted a release from the Releasing Parties (as defined below) under the Plan to the extent you are entitled to one.

The Court has scheduled a confirmation hearing to consider confirmation of the Plan, and any objections thereto, to be held before the Court, Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002, **on [●], 2025 at [●] [a/p.m.] (prevailing Central Time)** (the "***Confirmation Hearing***"). The time and location of the Confirmation Hearing may also be obtained by contacting the undersigned proposed counsel to the Debtors. The Confirmation Hearing may be adjourned from time to time without further notice other than by filing a notice

on the Court's docket indicating such adjournment and/or announcement of the adjournment date or dates at the Confirmation Hearing. The adjourned dates will be available on the Case Website.

The Court has set the deadline for filing objections to confirmation of the Plan as **November 7, 2025 at 4:00 p.m. (prevailing Central Time)** (the "***Confirmation Objection Deadline***"). Any objections to confirmation of the Plan must be: (a) in writing, (b) filed with the Clerk of the Court together with proof of service thereof, (c) set forth the name and address of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the Debtors' estates or property of the Debtors, (d) state with particularity the legal and factual basis for such objection and, if practicable, a proposed modification to the Plan that would resolve such objections, and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "***Bankruptcy Local Rules***").

In addition to being filed with the Clerk of the Court, any such objections should be served upon the following parties in accordance with the Bankruptcy Local Rules:

The Debtors ModivCare Inc. 6900 E. Layton Avenue Suite 1100 & 1200 Denver, CO 80237 Attn: Faisal Khan, and Chad Shandler Email: faisal.khan@modivcare.com, and chad.shandler@fticonsulting.com	***Proposed Co-Counsel to the Debtors*** Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Ray C. Schrock, Keith A. Simon, George Klidonas, and Jonathan Weichselbaum Email: ray.schrock@lw.com, keith.simon@lw.com, george.klidonas@lw.com, and jon.weichselbaum@lw.com
Proposed Co-Counsel to the Debtors Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Tad Davidson, Catherine Rankin, Brandon Bell Email: taddavidson@hunton.com crankin@hunton.com, and bbell@hunton.com	***Proposed Counsel to the Creditors Committee*** [●] [●] [●] Attn: [●] Email: [●]
Counsel to the First Lien Agent, the Consenting Creditors, and the DIP Lenders Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Kris Hansen, Email: krishansen@paulhastings.com	***Office of the United States Trustee for Region 7*** 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Jana Whitworth Email: jana.whitworth@usdoj.gov

-and- Paul Hastings LLP 71 South Wacker Drive Suite 4500 Chicago, IL 60606 Attn: Matt Warren, and Lindsey Henrikson Email: mattwarren@paulhastings.com, and lindsey.henrikson@paulhastings.com	

UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THE PROCEDURES IN THIS NOTICE, SUCH OBJECTION MAY NOT BE CONSIDERED BY THE COURT AT THE CONFIRMATION HEARING.

Summary of the Plan

The following chart summarizes the treatment provided by the Plan to each Class of Claims and Interests:

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	No (Presumed to Accept)
2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
3	First Lien Claims	***Impaired***	Yes
4	Second Lien Claims	***Impaired***	Yes
5	General Unsecured Claims	***Impaired***	Yes
6	Intercompany Claims	Unimpaired	No (Presumed to Accept)
7	Subordinated Claims	Impaired	No (Deemed to Reject)
8	Intercompany Interests	Unimpaired	No (Presumed to Accept)
9	Existing Parent Equity Interests	Impaired	No (Deemed to Reject)

Non-Voting Status of Holders of Certain Claims and Interests

As set forth above, certain Holders of Claims and Interests are **not** entitled to vote on the Plan. As a result, such parties did not receive any Ballots and other related solicitation materials

to vote on the Plan. Claims and Interests in Classes 1, 2, 6, and 8 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims and Interests in Classes 7 and 9 (collectively with Classes 1, 2, 6, and 8, the "***Non-Voting Classes***") are Impaired and Holders of such Claims and Interests are not receiving or retaining any property under the Plan. In light of their presumed acceptance or rejection of the Plan, none of the Holders of Claims and Interests in the Non-Voting Classes were solicited to vote on the Plan. Instead, the Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will receive an applicable Notice of Non-Voting Status and Release Opt-Out Form. Because the Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, the Debtors sought a waiver of the requirement to provide the Holders of Claims in Class 6 (Intercompany Claims) or Interests in Class 8 (Intercompany Interests) with a Notice of Non-Voting Status and Release Opt-Out Form (or Solicitation Package). Further, Holders of Claims or Interests in the Non-Voting Classes can access the Disclosure Statement and the Plan at no cost on the Case Website.

Dated: [●], 2025
Houston, Texas

Respectfully submitted,

/s/ [DRAFT]

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Proposed Co-Counsel for the Debtors and Debtors in Possession

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

EXHIBIT 1-B

Notice of Disclosure Statement Hearing

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF HEARING TO CONSIDER APPROVAL OF THE DISCLOSURE STATEMENT FOR JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

PLEASE TAKE NOTICE that, a hearing will be held on the *Emergency Motion of Debtors for Entry of an Order (A) Approving Disclosure Statement; (B) Scheduling Confirmation Hearing; (C) Establishing Related Objection and Voting Deadlines; (D) Approving Related Solicitation Procedures, Ballots, and Release Opt-Out Form, and Form and Manner of Notice; (E) Approving Procedures for Assumption of Executory Contracts and Unexpired Leases; (F) Approving Equity Rights Offering Procedures and Related Materials; and (G) Granting Related Relief* [Docket No. [●]] (the "***Motion***") seeking approval of the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. [●]] (the "***Disclosure Statement***") before the Honorable Alfredo R. Pérez, Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002, on **October 6, 2025, at 9:00 a.m. (prevailing Central Time)** (the "***Disclosure Statement Hearing***").

Objections or other responses to the Motion must (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures; (c) state with particularity the legal and factual basis for the objection; and (d) be filed with the Court and served so as to be **actually received** on or before **September 29, 2025, at 4:00 p.m. (prevailing Central Time)** and served on the following parties:

a. ModivCare Inc., 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, CO 80237, Attn: Faisal Khan (faisal.khan@modivcare.com) and Chad Shandler (chad.shandler@fticonsulting.com);

b. proposed co-counsel to the Debtors, (i) Latham & Watkins LLP, 1271 Avenue of the Americas New York, NY 10020, Attn: Ray C. Schrock (ray.schrock@lw.com); Keith A. Simon (keith.simon@lw.com); George Klidonas

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

(george.klidonas@lw.com); and Jonathan Weichselbaum (jon.weichselbaum@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: Tad Davidson (taddavidson@hunton.com), Catherine Rankin (crankin@hunton.com), and Brandon Bell (bbell@hunton.com);

c. counsel for the Prepetition First Lien Agent, Consenting Creditors, and DIP Lenders, (i) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Kris Hansen (krishansen@paulhastings.com; and (ii) Paul Hastings LLP 71 South Wacker Drive, Chicago, IL 60606, Attn: Matt Warren (mattwarren@paulhastings.com) and Lindsey Henrickson (lindseyhenrikson@paulhastings.com);

d. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jana Whitworth (jana.whitworth@usdoj.gov); and

b. counsel to any statutory creditors' committee appointed in the Chapter 11 Cases.

You may attend the Disclosure Statement Hearing either in person or by audio/video communication. Audio communication will be by use of the Court's dial-in-facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Pérez's conference room number is 282694.

Video communication will be by the use of the GoToMeeting. You should download the free GoToMeeting application on each device that will be used to connect to the hearing. If you choose to connect via a web browser, available literature suggests that Chrome is the preferred browser. Please note that connecting through a browser may limit the availability of some GoToMeeting features. To connect to the hearing, you should enter the meeting code "JudgePerez". You can also connect using the link on Judge Pérez's homepage on the Southern District of Texas website. Once connected to GoToMeeting, click the settings icon in the upper right corner and enter your name under the personal information setting. In any event, audio for the Disclosure Statement Hearing will only be available by using the Court's regular dial-in number noted above.

Disclosure Statement Hearing appearances must be made electronically in advance of the hearing. To make your electronic appearance, click the "Electronic Appearance" link on Judge Pérez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

All documents filed with the Court in connection with the above-captioned Chapter 11 Cases, including the Solicitation Procedures Order, the Disclosure Statement, and the Plan may be obtained free of charge by visiting the solicitation website maintained by the Debtors' balloting and solicitation agent, Kurtzman Carson Consultants, LLC (d/b/a Verita Global) (the "***Solicitation Agent***"), at https://www.veritaglobal.net/ModivCare. Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International), or by submitting an inquiry at

https://www.veritaglobal.net/ModivCare/Inquiry. You may also obtain these documents and any other pleadings filed in the Debtors' Chapter 11 Cases (for a fee) at: www.txs.uscourts.gov.

[*Remainder of this page intentionally left blank*]

Dated: [●], 2025
Houston, Texas

Respectfully submitted,

/s/ [DRAFT]

HUNTON ANDREWS KURTH LLP
Timothy A. ("Tad") Davidson II (Texas Bar No. 24012503)
Catherine A. Rankin (Texas Bar No. 24109810)
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- and -

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Proposed Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT 2-A

Notice of Non-Voting Status to Certain Holders of Claims and Interests and Release Opt-Out Form

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF NON-VOTING STATUS AND RELEASE OPT-OUT FORM FOR HOLDERS OF CLAIMS AND INTERESTS IN CERTAIN NON-VOTING CLASSES

You are receiving this Notice of Non-Voting Status and Release Opt-Out Form because your rights may be affected by the proposed chapter 11 plan described herein. Due to the nature and treatment of your Claim or Interest under the Plan (each as defined below), you are not entitled to vote on the Plan.

You are hereby given notice and the opportunity to opt out of granting the releases set forth in Section 10.6(b) of the Plan and described in the Release Summary (as defined below) by filling out and returning the Release Opt-Out Form (as defined below). If you do not opt out of granting the releases set forth in Section 10.6(b) of the Plan by following the instructions contained in this notice (or otherwise object to such releases in accordance with the terms of the Plan), you will automatically be deemed to have consented to such releases set forth in Section 10.6(b) of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Releases, you will not be granted a release from the Releasing Parties (as defined below) under the Plan to the extent you are entitled to one.

The Release Opt-Out Form must be submitted no later than November 7, 2025, at 4:00 p.m. (prevailing Central Time)

You should review this notice carefully and may wish to consult an attorney as your rights may be affected.

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

General Information Concerning this Notice of Non-Voting Status and Release Opt-Out Form

The above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

The Debtors hereby provide this notice of non-voting status (this "***Notice***") and the Release Opt-Out Form because, according to the Debtors' books and records, you may be a Holder of a Claim against, or Interest in, one or more of the Debtors and due to the nature and treatment of such Claim under the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***"),[2] you are ***not entitled to vote on the Plan***. The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Notice and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at **https://www.veritaglobal.net/ModivCare**). The Case Website contains important information and key deadlines.

Specifically, under the terms of the Plan, Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 6 (Intercompany Claims), and Class 7 (Subordinated Claims), and Interests in Class 8 (Intercompany Interests) and Class 9 (Existing Parent Equity Interests) are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan, as applicable. Therefore, Holders of Claims and Interests in Classes 1, 2, 6, 7, 8, and 9 are not entitled to vote to accept or reject the Plan.

Article X of the Plan contains certain debtor releases, ***third-party releases***, exculpation, and injunction provisions. These provisions are also described in **Appendix A** hereto (the "***Release Summary***"). You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected. **Appendix B** hereto contains a form (the "***Release Opt-Out Form***") that you may submit to opt out of the third-party releases described in Section 10.6(b) of the Plan (the "***Releases***").

If you elect to opt out of the Releases, you will not be deemed to have granted such releases and will not receive the benefit of the Releases under the Plan.

Making an Alternative Election Under this Release Opt-Out Form

Holders of Claims who take no action with respect to the Release Opt-Out Form (and do not otherwise object to the Releases accordance with the terms of the Plan) will automatically be deemed to grant the Releases.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on the Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under the Release Opt-Out Form.

Questions may be directed to the Debtors' Solicitation Agent at (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International) or by clicking the "Submit an Inquiry" option at https://www.veritaglobal.net/ModivCare/Inquiry. The Plan, Disclosure Statement, and related documents are available free of charge on the Case Website and for a fee through the Court's electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at http://pacer.psc.uscourts.gov).

YOU SHOULD NOT DIRECT ANY QUESTIONS TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

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Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

Appendix B

Release Opt-Out Form

Release Opt-Out Election

This election allows you to:

OPT OUT OF THE RELEASES IN SECTION 10.6(B) OF THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN SECTION 10.6(B) OF THE PLAN. IF YOU DO NOT OPT OUT OF SUCH RELEASES BY CHECKING THE BOX BELOW (OR OTHERWISE VALIDLY OBJECT TO SUCH RELEASES IN ACCORDANCE WITH THE TERMS OF THE PLAN), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.

Complete and return this Form if you wish to elect to opt out of the Releases.

IMPORTANT INFORMATION REGARDING THE RELEASE

UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (OR OTHERWISE OBJECT TO SUCH RELEASES IN ACCORDANCE WITH THE TERMS OF THE PLAN), YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6(B) OF THE PLAN.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the Releases, check the box under "Your Election" below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by November 7, 2025 at 4:00p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the Releases (subject to the terms of the Plan). If your election is received and the Opt-Out box below is not checked, you will be deemed to have consented to the Releases. Any opt out election that is illegible or does not provide sufficient information to identify the Holder of a Claim will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International) or by submitting an inquiry at www.veritaglobal.net/modivcare/inquiry.

IF YOU WISH TO OPT OUT, PLEASE COMPELTE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA ONE OF THE METHODS BELOW:

By First Class Mail, Hand Delivery, or Overnight Mail:

ModivCare Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC. d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Release Opt-Out Form, please email the Solicitation Agent at ModivCareInfo@veritaglobal.com (with "ModivCare Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Solicitation Agent address above and provide the anticipated date and time of delivery..

By Electronic, Online Submission:

You may return your Opt-Out Form by electronic, online transmission solely by clicking on the "**Submit E-Ballot/Opt-Out Form**" section on the Debtors' Case Website and following the directions set forth on the website regarding submitting your Opt-Out Form as described more fully below.

Please choose only ONE method of return for your Opt-Out Form.

1. Please visit the Case Website.
2. Click on the "Submit E-Ballot/Opt-Out Form" section of the Debtors' case website.
3. Follow the directions to submit your Release Opt-Out Form. If you choose to submit your Release Opt-Out Form via the Solicitation Agent's online system, you should not return a hard copy of your Release Opt-Out Form.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE AND SUBMIT YOUR CUSTOMIZED RELEASE OPT-OUT FORM:

UNIQUE OPT-OUT ID# _____

UNIQUE OPT-OUT PIN _____

"E-OPTING OUT" IS THE SOLE MANNER IN WHICH RELEASE OPT-OUT FORMS MAY BE DELIVERED VIA ELECTRONIC TRANSMISSION.

RELEASE OPT-OUT FORMS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

HOLDERS OF CLAIMS AND INTERESTS IN CERTAIN NON-VOTING CLASSES ARE STRONGLY ENCOURAGED TO SUBMIT THEIR OPT-OUT FORMS VIA ONLINE SUBMISSION.

Opt-Out Election

The undersigned, a Holder of a Claim in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), or Class 7 (Subordinated Claims) or an Interest in Class 9 (Existing Parent Equity Interest) (other than an Existing Parent Equity Interest held in "street name" which Interest Holder will be furnished with a different opt-out form):

☐ ELECTS TO **OPT OUT OF** THE RELEASES IN SECTION 10.6(B) OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE X OF THE PLAN.

If you have made the election above, you must complete and sign the below certification.

Certification and Signature for Opt-Out Election

Certification. By signing this Release Opt-Out Form, the electing Holder of a Claim certifies to the Court and to the Debtors:

a. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;

b. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 1, Class 2, or Class 7 Claim or Class 9 Interest.

Name of Holder (Please Print) _____

Authorized Signature _____

Name of Signatory _____

Title (if by authorized agent)[1] _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email _____

Date Completed _____

[1] If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

EXHIBIT 2-B

Notice of Non-Voting Status to Certain Interest Holders and Release Opt-Out Form

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF NON-VOTING STATUS AND RELEASE OPT-OUT FORM FOR "STREET NAME" AND REGISTERED HOLDERS OF INTERESTS IN CLASS 9 (EXISTING PARENT EQUITY INTERESTS)

CUSIP 60783X 104 / ISIN US60783X1046

You are receiving this Notice of Non-Voting Status and Release Opt-Out Form because your rights may be affected by the proposed chapter 11 plan described herein. Due to the nature and treatment of your Interest under the Plan (each as defined below), you are not entitled to vote on the Plan.

You are hereby given notice and the opportunity to opt out of granting the releases set forth in Section 10.6(b) of the Plan and described in the Release Summary (as defined below) by filling out and returning the Release Opt-Out Form (as defined below). If you do not opt out of granting the releases set forth in Section 10.6(b) of the Plan by following the instructions contained in this notice (or otherwise object to such releases in accordance with the terms of the Plan), you will automatically be deemed to have consented to such releases set forth in Section 10.6(b) of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Releases, you will not be granted a release from the Releasing Parties (as defined below) under the Plan to the extent you are entitled to one.

The Release Opt-Out Form must be submitted no later than November 7, 2025, at 4:00 p.m. (prevailing Central Time)

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

You should review this notice carefully and may wish to consult an attorney as your rights may be affected.

General Information Concerning this Notice of Non-Voting Status and Release Opt-Out Form

The above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

The Debtors hereby provide this notice of non-voting status (this "***Notice***") and the Release Opt-Out Form because, according to the Debtors' books and records, you may be a Holder of an Interest in Debtor ModivCare Inc. and due to the nature and treatment of such Interest under the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***"),[2] you are ***not entitled to vote on the Plan***. The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Notice and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at **https://www.veritaglobal.net/ModivCare**). The Case Website contains important information and key deadlines.

Specifically, under the terms of the Plan, Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 6 (Intercompany Claims), and Class 7 (Subordinated Claims), and Interests in Class 8 (Intercompany Interests) and Class 9 (Existing Parent Equity Interests) are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan, as applicable. Therefore, Holders of Claims and Interests in Classes 1, 2, 6, 7, 8, and 9 are not entitled to vote to accept or reject the Plan.

You are receiving this Notice and Release Opt-Out Form because, according to the Debtors' books and records, you may be a Holder of an Interest in Class 9 (Existing Parent Equity Interests) in "street name" at a bank, broker, or other intermediary, through DTC or another similar depository (such Holders being "Beneficial Holders" of the Existing Parent Equity Interests) or in direct registration with the Debtors' transfer agent. Interests in Class 9 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Interests in Class 9 are not entitled to vote to accept or reject the Plan.

Article X of the Plan contains certain debtor releases, ***third-party releases***, exculpation, and injunction provisions. These provisions are also described in **Appendix A** hereto (the "***Release Summary***"). You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

affected. **Appendix B** hereto contains a form (the "***Release Opt-Out Form***") that you may submit to opt out of the third-party releases described in the Section 10.6 of Plan (the "***Releases***").

If you elect to opt out of the Releases, you will not be deemed to have granted such releases and will not receive the benefit of the Releases under the Plan.

Making an Alternative Election Under this Release Opt-Out Form

Holders of Interests who take no action with respect to the Release Opt-Out Form (and do not otherwise object to the Releases in accordance with the terms of the Plan) will automatically be deemed to grant the Releases.

You should review the Disclosure Statement and the Plan before you make any elections on the Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under the Release Opt-Out Form.

Questions may be directed to the Debtors' Solicitation Agent at (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International) or by submitting an inquiry at www.veritagloba.net/modivcare/inquiry. The Plan, Disclosure Statement, and related documents are available free of charge on the Case Website and for a fee through the Court's electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at http://pacer.psc.uscourts.gov).

YOU SHOULD NOT DIRECT ANY QUESTIONS TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

[*Remainder of this page intentionally left blank*]

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

Appendix B

Release Opt-Out Form

Release Opt-Out Election

This election allows you to:

OPT OUT OF THE RELEASES IN SECTION 10.6(B) OF THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN SECTION 10.6(B) OF THE PLAN. IF YOU DO NOT OPT OUT OF SUCH RELEASES BY CHECKING THE BOX BELOW (OR OTHERWISE VALIDLY OBJECT TO SUCH RELEASES IN ACCORDANCE WITH THE TERMS OF THE PLAN), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.

Complete and return this Form if you wish to elect to opt out of the Releases.

IMPORTANT INFORMATION REGARDING THE RELEASE

UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (OR OTHERWISE OBJECT TO SUCH RELEASES IN ACCORDANCE WITH THE TERMS OF THE PLAN), YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6(B) OF THE PLAN.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the Releases, check the box under "Your Election" below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by November 7, 2025 at 4:00 p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the Releases (subject to the terms of the Plan). If your election is received and the Opt-Out box below is not checked, you will be deemed to have consented to the Releases. Any opt out election that is illegible or does not provide sufficient information to identify the Holder of a Claim will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International) or by submitting an inquiry at www.veritaglobal.net/modivcare/inquiry.

IF YOU WISH TO OPT OUT, PLEASE COMPELTE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA ONE OF THE METHODS BELOW:

By First Class Mail, Hand Delivery, or Overnight Mail:

ModivCare Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC. d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Opt-Out Form, please email the Solicitation Agent at ModivCareInfo@veritaglobal.com (with "ModivCare Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Solicitation Agent address above and provide the anticipated date and time of delivery.

By Electronic, Online Submission:

You may return your Opt-Out Form by electronic, online transmission solely by clicking on the "**Submit E-Ballot/Opt-Out Form**" section on the Debtors' Case Website and following the directions set forth on the website regarding submitting your Opt-Out Form as described more fully below.

Please choose only ONE method of return for your Opt-Out Form.

1. Please visit the Case Website.
2. Click on the "Submit Class 9 Interest Opt-Out" section of the Case Website.
3. Follow the directions to submit your Release Opt-Out Form. If you choose to submit your Release Opt-Out Form via the Solicitation Agent's online system, you should not return a hard copy of your Release Opt-Out Form.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING PASSWORD TO RETRIEVE AND SUBMIT THE ELECTRONIC VERSION OF YOUR RELEASE OPT-OUT FORM:

Password: ____[to be provided]_____

"E-OPTING OUT" IS THE SOLE MANNER IN WHICH RELEASE OPT-OUT FORMS MAY BE DELIVERED VIA ELECTRONIC TRANSMISSION.

RELEASE OPT-OUT FORMS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

HOLDERS OF CLAIMS AND INTERESTS IN CERTAIN NON-VOTING CLASSES ARE STRONGLY ENCOURAGED TO SUBMIT THEIR OPT-OUT FORMS VIA THE ONLINE SUBMISSION..

Opt-Out Election

The undersigned, a Holder of an Interest in Class 9 (Existing Parent Equity Interests):

☐ ELECTS TO **OPT OUT OF** THE RELEASES IN SECTION 10.6(B) OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE X OF THE PLAN.

If you have made the election above, you must complete and sign the below certification.

Certification and Signature for Opt-Out Election

Certification. By signing this Release Opt-Out Form, the electing Holder of an Interest certifies to the Court and to the Debtors:

a. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;

b. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 9 Interest.

Name of Holder (Please Print) _____

Authorized Signature _____

Name of Signatory _____

Title (if by authorized agent)[1] _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email _____

Date Completed _____

[1] If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

EXHIBIT 3

Form of Ballot for Class 3 (First Lien Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

BALLOT FOR HOLDERS OF CLAIMS IN CLASS 3 (FIRST LIEN CLAIMS) FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the "*Voting Deadline*")

The above-captioned debtors and debtors-in possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

The Debtors hereby provide this ballot (the "***Ballot***") to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. ●] (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Ballot and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at **https://www.veritaglobal.net/ModivCare**). The Case Website contains important information and key deadlines.

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[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

The Court entered an order which, among other things: (i) approved the Disclosure Statement and the Solicitation Procedures, (ii) scheduled a hearing for confirmation of the Plan, and (iii) established November 7, 2025 at 4:00 p.m. (prevailing Central Time) as the Voting Deadline [Docket No. ●] (the "***Solicitation Procedures Order***").

In accordance with the Solicitation Procedures Order, this Ballot is being submitted to Holders, as of October 6, 2025 (the "***Voting Record Date***"), of any Claim arising under or related to the First Lien Credit Agreement, including, for the avoidance of doubt, First Lien RCF Claims, First Lien Term Loan Claims, and First Lien Incremental Claims (the "***First Lien Claims***"). In order for your vote in Class 3 to count, you must either (a) complete and submit your vote through the Solicitation Agent's E-Ballot platform or (b) complete and return this paper Ballot in accordance with the instructions set forth herein, in each case, so that your Ballot is actually received by the Solicitation Agent on or before the Voting Deadline.

The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you have not received or wish to obtain additional copies of the Disclosure Statement, please contact the Solicitation Agent via email at ModivCareInfo@veritaglobal.com.

The Plan can be confirmed by the Court and thereby made binding on you if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Court, it will be binding on the Holders of First Lien Claims regardless of whether a Holder of a First Lien Claim votes to accept or reject the Plan or does not vote at all.

All pleadings and notices relating to the Chapter 11 Cases that are filed with the Court (including notices of the date and time of hearings), will be made publicly available for review, free of charge, on the Case Website.

This Ballot is for Holders of Claims in Class 3 (First Lien Claims), including First Lien RCF Claims, First Lien Term Loan Claims, and First Lien Incremental Claims, but not including First Lien Deficiency Claims. Holders of First Lien Deficiency Claims should use the ballot for Class 5 (General Unsecured Claims) attached as Exhibit 5-C to the Soliciation Procedures Order to cast their vote.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) to cast a vote to accept or reject the Plan; and/or (ii) to opt out of the Releases (as defined below).

If you have any questions regarding the Ballot or how to properly complete this Ballot, please call the Solicitation Agent at (888) 733-1521 (U.S. / Canada, toll-free) or +1 (310) 751-2636 (International, toll), or by submitting an inquiry at https://www.veritaglobal.net/ModivCare/Inquiry.

IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 3 FIRST LIEN CLAIMS

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on or as soon as reasonably practicable after the Effective Date, except to the extent that a Holder of an Allowed First Lien Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed First Lien Claim, on the Effective Date or on another date acceptable to the Required Consenting First Lien Lenders, each Holder of an Allowed First Lien Claim shall receive its a Pro Rata Share (subject to application of the Equity Option) of the following:

(a) with respect to any First Lien RCF Claims on account of unfunded First Lien Revolving LC Exposure as of the Effective Date, participation in the Exit LC Facility in an amount equal to each such Holder's participation in any such unfunded First Lien Revolving LC Exposure as of the Effective Date;

(b) with respect to any First Lien Claim other than unfunded First Lien Revolving LC Exposure;

i. the Exit Term Loans;
ii. 98% of the New Common Interests, subject to dilution on account of the DIP Backstop Premium, the Equity Rights Offering (if applicable), the New Warrants, and the MIP; and
iii. Cash from the proceeds of the Equity Rights Offering, if applicable.

In accordance with the First Lien Credit Agreement, the distributions set forth in subclause 4.3(c)(ii) of the Plan shall be distributed first on account of First Lien Claims consisting of accrued and unpaid interest as of the Petition Date until such amounts received are equal to the full face amount of such accrued and unpaid interest as of the Petition Date and second on account of First Lien Claims consisting of principal and any other obligations under the First Lien Credit Agreement.

Please be advised that if the Plan is consummated, Holders of Class 3 First Lien Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A hereto; if such Holders opt out of the third-party release contained in Section 10.6(b) of the Plan (the "*Releases*"), they will not be deemed to have granted such Releases and will not receive the benefit of the Releases under the Plan.

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: OCTOBER 6, 2025

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON NOVEMVER 7, 2025

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BALLOT TO THE SOLICITATION AGENT, SUCH THAT THE BALLOT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE. IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE BALLOT INDICATING YOUR VOTE CAST BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[*Remainder of this page intentionally left blank*]

INSTRUCTIONS FOR VOTING ONLINE THROUGH THE SOLICITATION AGENT'S E-BALLOT PLATFORM

You may return your Ballot by electronic, online transmission solely by clicking on the "**Submit E-Ballot/Opt-Out Form**" section on the Debtors' Case Website and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

Please choose only ONE method of return for your Ballot.

1. Please visit the Case Website.
2. Click on the "Submit E-Ballot/Opt-Out Form" section of the Debtors' case website.
3. Follow the directions to submit your E-Ballot. If you choose to submit your Ballot via the Solicitation Agent's E-Ballot system, you should not return a hard copy of your Ballot.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE AND SUBMIT YOUR CUSTOMIZED E-BALLOT:

UNIQUE E-BALLOT ID# _____

UNIQUE E-BALLOT PIN _____

"E-BALLOTING" IS THE SOLE MANNER IN WHICH BALLOTS MAY BE DELIVERED VIA ELECTRONIC TRANSMISSION.

BALLOTS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

HOLDERS OF CLASS 3 FIRST LIEN CLAIMS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.

INSTRUCTIONS FOR VOTING BY MAIL

1. Complete Items 1 and 2.
2. If you wish to opt out of the Releases, complete Item 3.
3. Review the certification contained in Item 4.
4. **Sign and date the Ballot and fill out the other required information.**
5. You must vote the full amount of your Class 3 First Lien Claim *either* to accept *or* reject the Plan and may not split your vote.
6. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (ii) any Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature, and (v) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
7. If a Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Ballot to Solicitation Agent is at your election and risk.
8. Unless otherwise directed by the Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Solicitation Agent and/or the Debtors, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their creditors. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Court) determines. Neither the Debtors nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.
9. The Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.
10. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

11. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

12. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim before the Voting Deadline, the last, timely received, and valid Ballot, regardless of the manner of submission, will supersede and revoke any earlier-received Ballot.

13. The method of delivery of a Ballot to the Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made, regardless of the manner of delivery, only when the Solicitation Agent actually receives the properly completed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery of their Ballots.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE VIA THE E-BALLOT PLATFORM, AS DIRECTED ABOVE, OR IN HARD COPY AT THE FOLLOWING ADDRESS:

ModivCare Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC. d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

IF YOU WOULD LIKE TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE EMAIL MODIVCAREINFO@VERITAGLOBAL.COM (WITH "MODIVCARE SOLICITATION BALLOT DELIVERY" IN THE SUBJECT LINE) AND PROVIDE THE ANTICIPATED DATE AND TIME OF DELIVERY AT LEAST TWENTY-FOUR (24) HOURS BEFORE YOUR ARRIVAL AT THE ADDRESS ABOVE. THE VOTING DEADLINE IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

Item 1. Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such a Holder) of Class 3 First Lien Claims in the aggregate outstanding principal amount inserted into the box below, without regard to any accrued but unpaid interest.

$_____

Item 2. Vote on Plan

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Any Ballot that is executed by the Holder of a Class 3 First Lien Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to **Appendix A** and Section 10.6(b) of the Plan for information about the Releases.

The Holder of the Class 3 First Lien Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

☐ **ACCEPT** (vote FOR) the Plan.	☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Election to opt out of Releases

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Releases**. IF YOU DO NOT OPT OUT OF THE RELEASES BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER SECTION 10.6(B) OF THE PLAN AND SET FORTH IN APPENDIX A, BUT IF YOU DO NOT GRANT THE RELEASES BECAUSE YOU OPTED OUT, YOU WILL NOT RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN SECTION 10.6(B) OF THE PLAN. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the**

event you opt out of the Releases, you will not be granted a release from the Releasing Parties under the Plan.

☐ **Opt Out of the Releases**

Item 4. Certification.

By returning this Ballot, the Holder of the Class 3 First Lien Claim identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the Class 3 First Lien Claim identified in Item 1; (b) it was the Holder of the Class 3 First Lien Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 3 First Lien Claim identified in Item 1; and (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

_____

Name of Holder of Class 3 First Lien Claim

_____

Signature

_____

Name and Title (if by Authorized Agent)

_____

Name of Institution

_____

Street Address

_____

City, State, Zip Code

_____

Telephone Number

_____

Email Address

_____

Date Completed

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR VOTE MUST COMPLETE THE BALLOT AND SUBMIT IT TO THE SOLICITATION AGENT SO THAT THE SOLICITATION AGENT ACTUALLY RECEIVED BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 7, 2025, OR YOUR VOTE WILL NOT BE COUNTED. IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, CONTACT THE SOLICITATION AGENT VIA EMAIL AT MODIVCAREINFO@VERITAGLOBAL.COM.

[*Remainder of this page intentionally left blank*]

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

EXHIBIT 4-A

Form of Beneficial Holder Ballot for Class 4 (Second Lien Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLAIMS IN CLASS 4 (SECOND LIEN CLAIMS) FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the "*Voting Deadline*")

The above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

The Debtors hereby provide this beneficial holder ballot (the "***Beneficial Holder Ballot***") to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. ●] (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Beneficial Holder Ballot and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at **https://www.veritaglobal.net/ModivCare**). The Case Website contains important information and key deadlines.

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[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***")and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

The Court entered an order which, among other things: (i) approved the Disclosure Statement and the Solicitation Procedures, (ii) scheduled a hearing for confirmation of the Plan, and (iii) established November 7, 2025 at 4:00 p.m. (prevailing Central Time) as the Voting Deadline [Docket No. ●] (the "***Solicitation Procedures Order***").

In accordance with the Solicitation Procedures Order, this Beneficial Holder Ballot is being submitted to Beneficial Holders, as of October 6, 2025 (the "***Voting Record Date***"), of any Claim arising under or related to the Second Lien Notes Indenture, which CUSIPs are indicated on **Appendix B** hereto (the "***Second Lien Claims***"). The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you have not received or wish to obtain additional copies of the Disclosure Statement, please contact the Solicitation Agent via email at ModivCareInfo@veritaglobal.com.

The Plan can be confirmed by the Court and thereby made binding on you if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Court, it will be binding on the Holders of Second Lien Claims regardless of whether or not a Holder of a Second Lien Claim votes to accept or reject the Plan or does not vote at all.

All pleadings and notices relating to the Chapter 11 Cases that are filed with the Court (including notices of the date and time of hearings), will be made publicly available for review, free of charge, on the Case Website.

Holders of Class 4 Second Lien Claims are Impaired under the Plan and are, therefore, entitled to vote to accept or reject the Plan. Holders of Class 4 Second Lien Claims can cast their vote through this Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of such broker, bank, or other nominee (each of the foregoing, a "***Nominee***"), in each case as of the Voting Record Date, in accordance with the instructions provided by your Nominee, who will then process your vote and include it on a master ballot (a "***Master Ballot***") that your Nominee will return to the Solicitation Agent. In order for your vote to count, your Beneficial Holder Ballot must be completed and returned to your Nominee in accordance with your Nominee's instructions, in all cases allowing sufficient time for your Nominee to receive and process your completed Beneficial Holder Ballot, then complete and return the Master Ballot to the Solicitation Agent so that it is actually received by the Solicitation Agent on or prior to the Voting Deadline.

This Beneficial Holder Ballot is *only* intended for votes relating to Class 4 Second Lien Claims, which applicable CUSIPs are set forth on **Appendix B** hereto.

This Beneficial Holder Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) to cast a vote to accept or reject the Plan and/or (ii) to opt out of the Releases (as defined below).

PLEASE NOTE THAT YOUR VOTE ON ACCOUNT OF YOUR CLASS 4 SECOND LIEN CLAIM WILL ALSO BE APPLIED TO YOUR CLASS 5 GENERAL UNSECURED CLAIM ON ACCOUNT OF YOUR SECOND LIEN DEFICIENCY CLAIM, AS APPROPRIATE.

If you have any questions regarding the Ballot or how to properly complete this Ballot, please call the Solicitation Agent at (888) 733-1521 (U.S. / Canada, toll-free) or +1 (310) 751-2636 (International, toll), or submit an inquiry at www.veritaglobal.net/modivcare/inquiry.

[*Remainder of this page intentionally left blank*]

IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 4 SECOND LIEN CLAIMS

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on or as soon as reasonably practicable after the Effective Date, except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Second Lien Claim, on the Effective Date or on another date acceptable to the Required Consenting First Lien Lenders, each Holder of an Allowed Second Lien Claim shall receive a Pro Rata Share of the following:

i. 2% of the New Common Interests, subject to dilution by the DIP Backstop Premium, the Equity Rights Offering (if applicable), the New Warrants, and the MIP; and

ii. the New Warrants.

Please be advised that if the Plan is consummated, Holders of Class 4 Second Lien Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A hereto; if such Holders opt out of the third-party release contained in Section 10.6(b) of the Plan (the "Releases"), they will not be deemed to have granted such Releases and will not receive the benefit of the Releases under the Plan.

[*Remainder of this page intentionally left blank*]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: OCTOBER 6, 2025

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON NOVEMBER 7, 2025

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BENEFICIAL HOLDER BALLOT (OR OTHERWISE CONVEY YOUR VOTE AND THE REQUIRED INFORMATION REQUESTED ON THIS BENEFICIAL HOLDER BALLOT) TO YOUR NOMINEE WITH SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE, COMPLETE THE MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE SOLICITATION AGENT, SUCH THAT THE MASTER BALLOT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE. IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT INDICATING YOUR VOTE CAST ON YOUR BENEFICIAL HOLDER BALLOT (OR OTHERWISE IN ACCORDANCE WITH YOUR NOMINEE'S INSTRUCTIONS) BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

IF YOUR NOMINEE CHOSE TO SEND YOU A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, YOUR NOMINEE WILL HAVE ALREADY COMPLETED ITEM 6 BELOW (INCLUDING SPECIFYING THE NOMINEE'S DTC PARTICIPANT NUMBER) AND EXECUTED THIS BENEFICIAL HOLDER BALLOT ON YOUR BEHALF, WITH YOUR BENEFICIAL ACCOUNT NUMBER OR NAME, THE AMOUNT OF CLAIMS HELD BY THE BENEFICIAL HOLDER AS OF THE VOTING RECORD DATE, AND A MEDALLION GUARANTEE STAMP CONFIRMING THE AMOUNT OF YOUR CLASS 4 SECOND LIEN CLAIM. IF YOU RECEIVED A PRE-VALIDATED BALLOT, PLEASE COMPLETE THE REMAINING ITEMS ON THE BENEFICIAL HOLDER BALLOT AND RETURN THE BENEFICIAL HOLDER BALLOT DIRECTLY TO THE SOLICITATION AGENT BY NO LATER THAN THE VOTING DEADLINE USING THE RETURN ENVELOPE PROVIDED IN THE SOLICITATION

PACKAGE. IF NO RETURN ENVELOPE WAS PROVIDED, YOU SHOULD CONTACT THE SOLICITATION AGENT FOR INSTRUCTIONS.

YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[*Remainder of this page intentionally left blank*]

BENEFICIAL HOLDER BALLOT INSTRUCTIONS

1. Complete Items 1 and 2.
2. If you wish to opt out of the Releases, complete Item 3.
3. Review the certification contained in Item 4.
4. Review the certification contained in Item 5.
5. Sign and date the Beneficial Holder Ballot and fill out the other required information (or otherwise follow the instructions of your Nominee).
6. Return your completed Beneficial Holder Ballot to your Nominee so that your Nominee may complete the Master Ballot and return the Master Ballot to the Solicitation Agent, such that the Master Ballot is actually received by the Solicitation Agent no later than November 7, 2025 at 4:00 p.m. (prevailing Central Time).
7. You must vote the full amount of your Class 4 Second Lien Claim *either* to accept *or* reject the Plan and may not split your vote. Please note that your vote on account of your Class 4 Second Lien Claim will also be applied to your Class 5 General Unsecured Claim on account of your Second Lien Deficiency Claim, as appropriate. You should vote the full amount of your Claim and shall not allocate the amount of your Claim between your Second Lien Claim and your Second Lien Deficiency Claim.
8. If you cast more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Ballot submitted to your Nominee or the Solicitation Agent, as applicable, will supersede any prior Ballot.
9. If it is your Nominee's customary practice to collect your vote via voter information form, e-mail, telephone, or other means in lieu of this Beneficial Holder Ballot, you may follow your Nominee's instructions regarding the submission of your vote.
10. The following Beneficial Holder Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Beneficial Holder Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Beneficial Holder Ballot, (iv) any Beneficial Holder Ballot that does not contain an original signature, and (v) any Beneficial Holder Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
11. If a Beneficial Holder Ballot or Master Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Beneficial Holder Ballot to the Nominee or the Solicitation Agent is at your election and risk.
12. The Beneficial Holder Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.
13. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Beneficial Holder

Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

14. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

[*Remainder of this page intentionally left blank*]

Item 1. Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory of such a Beneficial Holder) of Class 4 Second Lien Claims, the CUSIP for which is indicated by your Nominee on **Appendix B** hereto, in the aggregate outstanding principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Class 4 Second Lien Claims are held by a Nominee on your behalf and you do not know the principal amount of the Claims held, please contact your Nominee immediately to obtain the amount.

$_____

Item 2. Vote on Plan[3]

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN. PLEASE NOTE THAT YOUR VOTE ON ACCOUNT OF YOUR CLASS 4 SECOND LIEN CLAIM WILL ALSO BE APPLIED TO YOUR CLASS 5 GENERAL UNSECURED CLAIM ON ACCOUNT OF YOUR SECOND LIEN DEFICIENCY CLAIM, AS APPROPRIATE.

Any Ballot that is executed by the Holder of a Class 4 Second Lien Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Appendix A and Section 10.6(b) of the Plan for information about the Releases.

The Holder of the Class 4 Second Lien Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

☐ **ACCEPT** (vote FOR) the Plan.	☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Election to opt out of Releases

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Releases**. IF YOU DO NOT OPT OUT OF THE RELEASES BY CHECKING THE BOX BELOW, YOU**

[3] By submitting this Beneficial Holder Ballot, the Beneficial Holder is deemed to have consented to, and expressly authorizes, the Nominee to disclose the Beneficial Holder's name and contact information to the Voting Agent upon request.

WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER SECTION 10.6(B) OF THE PLAN AND SET FORTH IN APPENDIX A, BUT IF YOU DO NOT GRANT THE RELEASES BECAUSE YOU OPTED OUT, YOU WILL NOT RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN SECTION 10.6(B) OF THE PLAN. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Releases, you will not be granted a release from the Releasing Parties under the Plan.

☐ Opt Out of the Releases

Item 4. Certification as to Class 4 Second Lien Claims Held in Additional Accounts.

The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 4 Second Lien Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other Class 4 Second Lien Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan. If the undersigned has submitted Ballots for other such Class 4 Second Lien Claims, then the undersigned certifies the accuracy of the information provided below as to such other Claims.

Name of Beneficial Holder (or name of Nominee if Class 4 Second Lien Claims are held through a Nominee)	Account Number	Amount of Other Class 4 Second Lien Claims Voted	CUSIP of Other Class 4 Second Lien Claims Votes

Item 5. Certification.

By returning this Ballot, the Holder of the Class 4 Second Lien Claim identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the Class 4 Second Lien Claim identified in Item 1; (b) it was the Holder of the Class 4 Second Lien Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 4 Second Lien Claim identified in Item 1; and (c) it has received a copy of the Disclosure Statement

(including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

_____

Name of Holder of Class 4 Second Lien Claim

_____

Custodian (if known)

_____

DTC Participant Number (if known)

_____

Signature

_____

If by Authorized Agent, Name and Title

_____

Name of Institution

_____

Street Address

_____

City, State, Zip Code

_____

Telephone Number

_____

Email Address

_____

Date Completed

This Beneficial Holder Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOU MUST FORWARD YOUR BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH AMPLE TIME FOR YOUR NOMINEE TO COMPLETE THE MASTER BALLOT AND SUBMIT THE MASTER BALLOT TO THE SOLICITATION AGENT SO THAT THE SOLICITATION AGENT ACTUALLY RECEIVES THE MASTER BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 7, 2025, OR YOUR VOTE WILL NOT BE COUNTED. PLEASE NOTE THAT YOUR NOMINEE MAY ESTABLISH AN EARLIER DEADLINE FOR YOU TO SUBMIT YOUR BENEFICIAL HOLDER BALLOT IN ORDER TO ALLOW ITSELF SUFFICIENT TIME TO DELIVER THE MASTER BALLOT TO THE SOLICITATION AGENT BY THE DEADLINE NOTED ABOVE.

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

Appendix B

Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

Class 4 Second Lien Claims		
	NOTE DESCRIPTION	**CUSIP NUMBER/ ISIN**
☐	5.000%/10.000% Second Lien Senior Secured PIK Toggle Notes (144A)	60783XAC8/ US60783XAC83
☐	5.000%/10.000% Second Lien Senior Secured PIK Toggle Notes (REGS)	U60714AC3/ USU60714AC34

EXHIBIT 4-B

Form of Master Ballot for Class 4 (Second Lien Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

MASTER BALLOT FOR HOLDERS OF CLAIMS IN CLASS 4 (SECOND LIEN CLAIMS) FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the "*Voting Deadline*")

The above-captioned debtors and debtors-in possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

This master ballot (the "***Master Ballot***") is being submitted to brokers, dealers, commercial banks, trust companies, or other agent nominees ("***Nominees***") of beneficial holders of certain Claims (each a "***Beneficial Holder***") against the Debtors in connection with the Debtors' solicitation of votes to accept or reject the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. ●] (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Master Ballot and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at **https://www.veritaglobal.net/ModivCare**). The Case Website contains important information and key deadlines.

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[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https:// https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

The Court entered an order which, among other things: (i) approved the Disclosure Statement and the Solicitation Procedures, (ii) scheduled a hearing for confirmation of the Plan, and (iii) established November 7, 2025 at 4:00 p.m. (prevailing Central Time) as the Voting Deadline [Docket No. ●] (the "***Solicitation Procedures Order***").

In accordance with the Solicitation Procedures Order, this Master Ballot is being submitted to Nominees of Beneficial Holders, as of October 6, 2025 (the "***Voting Record Date***"), of any Claim arising under or related to the Second Lien Notes Indenture, which CUSIPs are indicated on **Appendix B** hereto (the "***Second Lien Claims***"). The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you or a Beneficial Holder of a Class 4 Second Lien Claim does not have a copy of the Disclosure Statement, please contact the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***"), via email at ModivCareInfo@veritaglobal.com.

Upon receipt of these materials, you should immediately forward to the Beneficial Holders the Disclosure Statement and the form of ballot for such Holders (the "***Beneficial Holder Ballot***") with a return envelope addressed to you, as provided in the attached instructions, if you intend to utilize the Master Ballot. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 4 Second Lien Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 4 Second Lien Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to, and provided by, the Solicitation Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 2, Item 3, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Solicitation Agent so that it is received before the Voting Deadline.

In addition, you are authorized to collect votes to accept or to reject the Plan from Holders of Class 4 Second Lien Claims in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Holders through online voting, by phone, facsimile, or other electronic means.

The Plan can be confirmed by the Court and thereby made binding on Holders of Class 4 Second Lien Claims if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class; and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Court, it will be binding on the Holders of Second Lien Claims whether or not a Holder of a Second Lien Claim votes to accept or reject the Plan or does not vote at all.

All pleadings and notices relating to the Chapter 11 Cases that are filed with the Court (including notices of the date and time of hearings), will be made publicly available for review, free of charge, on the Case Website.

Your receipt of this Master Ballot does not signify that a Beneficial Holder's Claim(s) has been or will be Allowed. This Master Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to summarize the individual votes of a Nominee's respective Beneficial Holders from their Beneficial Holder Ballots (i) to cast a vote to accept or reject the Plan and/or (ii) to opt out of the Releases as set forth in **Appendix A**, and not for the purpose of allowance or disallowance of or distribution on account of Class 4 Second Lien Claims. **PLEASE NOTE THAT EACH VOTE ON ACCOUNT OF A CLASS 4 SECOND LIEN CLAIM WILL ALSO BE APPLIED TO THE HOLDER'S CLASS 5 – GENERAL UNSECURED CLAIMS ON ACCOUNT OF THE SECOND LIEN DEFICIENCY CLAIM, AS APPROPRIATE.**

If you have any questions regarding the Ballot or how to properly complete this Master Ballot, please call the Solicitation Agent at (877) 499-4509 (U.S. / Canada, toll-free) or +1 (917) 281-4800 (International, toll), or by messaging the Solicitation Agent at ModivCareBallots@veritaglobal.com.

[*Remainder of this page intentionally left blank*]

IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 4 (SECOND LIEN CLAIMS)

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on or as soon as reasonably practicable after the Effective Date, except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Second Lien Claim, on the Effective Date or on another date acceptable to the Required Consenting First Lien Lenders, each Holder of an Allowed Second Lien Claim shall receive a Pro Rata Share of the following:

i. 2% of the New Common Interests, subject to dilution by the DIP Backstop Premium, the Equity Rights Offering (if applicable), the New Warrants, and the MIP; and

ii. the New Warrants.

Please be advised that if the Plan is consummated, Holders of Class 4 Second Lien Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the third party release contained in Section 10.6(b) of the plan (the "Releases"), they will not be deemed to have granted such Releases and will not receive the benefit of the Releases under the Plan.

[*Remainder of this page intentionally left blank*]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU COMPLETE THE MASTER BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: OCTOBER 6, 2025

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON NOVEMBER 7, 2025

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT BY THE VOTING DEADLINE, THE VOTES BY THE BENEFICIAL HOLDERS WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION BY THE BENEFICIAL HOLDERS TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

YOU SHOULD NOT SEND THE MASTER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE MASTER BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING ON HOLDERS OF CLAIMS IN CLASS 4 (SECOND LIEN CLAIMS) WHETHER OR NOT THEY VOTE.

[*Remainder of this page intentionally left blank*]

MASTER BALLOT INSTRUCTIONS

1. To have the votes of your Beneficial Holders count, you should immediately distribute the Beneficial Holder Ballot (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) and the Solicitation Package to all Beneficial Holders of Class 4 Second Lien Claims and take any action required to enable each such Beneficial Holder to timely vote the Claims that it holds. You may distribute the Solicitation Package to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means, so that Beneficial Holder Ballots are returned to you in sufficient time for you to complete and return the Master Ballot to the Solicitation Agent, so that the Solicitation Agent actually receives the Master Ballot before the Voting Deadline.

2. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 4 Second Lien Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 4 Second Lien Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to, and provided by, the Solicitation Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 2, Item 3, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Solicitation Agent so that it is received before the Voting Deadline.

3. With regard to any Beneficial Holder Ballots returned to you, to have the vote of your Beneficial Holders count, you must: (i) transfer the requested information, including the information on the Release Opt-Out Form, from each such Beneficial Holder Ballot onto the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (ii) execute the Master Ballot; and (iii) deliver the Master Ballot to the Solicitation Agent in accordance with these instructions.

4. Please keep any records of Beneficial Holder Ballots, whether in hard copy or by electronic direction, for at least one year after the Voting Deadline (or such other date as is set by order of the Court). You may be ordered to produce the Beneficial Holder Ballots (or evidence of the votes submitted to you) to the Debtors or the Court.

5. If you are both the Nominee and Beneficial Holder of Class 4 Second Lien Claims, and you wish to vote such Class 4 Second Lien Claims for which you are a Beneficial Holder, you may return either a Beneficial Holder Ballot or the Master Ballot for such Claims.

6. The following ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any ballot that is illegible or contains insufficient information to permit the

identification of the Beneficial Holder, (ii) any ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned ballot, (iv) any ballot that does not contain an original signature (provided, however, any valid Ballot submitted electronically or by email shall be deemed to bear an original signature), and (v) any ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.

7. If the Master Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Master Ballot to the Solicitation Agent is at your election and risk.

8. If a Beneficial Holder submits Ballots for multiple Class 4 Second Lien Claims, whether held in other accounts or other record names, and such Ballots indicate different or inconsistent votes to accept or reject the Plan, then all such Ballots will not be counted.

9. For the avoidance of doubt, if it is your customary practice to collect votes from your Beneficial Holder clients via voter information form, e-mail, telephone, or other means, you may employ those customary practices to collect votes from the Beneficial Holders in lieu of a Beneficial Holder Ballot.

10. To the extent that conflicting votes or "over votes" are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee. To the extent that any over votes are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee's position in the applicable security.

11. The Master Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.

12. If a Beneficial Holder submits more than one Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Ballot submitted will supersede any prior Ballot.

13. If multiple Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim, the vote on the last properly completed Master Ballot timely received will supersede and revoke the vote of such Beneficial Holder on any earlier received Master Ballot

14. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

15. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

[*Remainder of this page intentionally left blank*]

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE AT THE FOLLOWING EMAIL OR ADDRESS: ModivCareBallots@veritaglobal.com

If by electronic mail to:

ModivCareBallots@veritaglobal.com with a reference to "ModivCare Master Ballot" in the subject line

If by hand delivery, overnight mail, or first class mail:

ModivCare Ballot Processing
c/o Kurtzman Carson Consultants, LLC. d/b/a Verita
222 N. Pacific Coast Highway, Suire 300
El Segundo, CA 90245

THE VOTING DEADLINE IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS MASTER BALLOT.

PLEASE COMPLETE ALL OF THE ITEMS BELOW BASED UPON ANY BENEFICIAL HOLDER BALLOTS RECEIVED. IF THIS MASTER BALLOT HAS NOT BEEN PROPERLY COMPLETED, THE VOTES OF THE BENEFICIAL HOLDERS MAY NOT BE COUNTED.

Item 1. Certification of Authority to Vote.
The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

☐ is a Nominee for the Beneficial Holders in the principal amount of Class 4 Second Lien Claims listed in Item 2 below and is the registered holder of such Class 4 Second Lien Claims; or

☐ is acting under a power of attorney and/or agency (a copy of which must be provided upon request) granted by a Nominee that is the registered holder of Class 4 Second Lien Claims in the principal amount listed in Item 2 below; or

☐ has been granted a proxy (an original of which is annexed hereto) from a Nominee or a Beneficial Holder that is the registered Holder of the principal amount of Class 4 Second Lien Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class 4 Second Lien Claims in the principal amount listed in Item 2 below.

Item 2. Vote on the Plan.

The undersigned transmits the following votes of Beneficial Holders in respect of their Class 4 Second Lien Claims and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are Beneficial Holders as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes.[3]

[3] Indicate in the appropriate column the principal amount of the Secon Lien Claims voted for each account, or attach such information to this Master Ballot in the form of the following table. You may also provide a spreadsheet if additional space is needed.

Please note that each Beneficial Holder must vote all of such Beneficial Holder's Claims to accept or to reject the Plan and may not split such vote. Any ballot executed by a Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, and has not been corrected by the Voting Deadline, shall not be counted.

Please note that each vote on account of a Class 4 Second Lien Claim will also be applied to the Holder's Class 5 General Unsecured Claims on account of the Second Lien Deficiency Claim, as appropriate.

VOTE ONE CUSIP PER MASTER BALLOT AND CHECK A BOX BELOW TO INDICATE THE CUSIP VOTED ON THIS BALLOT

Your Customer Account Number for Each Beneficial Holder of Class 4 Second Lien Claims that Voted[4]	Principal Amount of Second Lien Claims Held by Your Customer	Item 2. Vote on Plan		Optional Release Opt-Out Election
		ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the box in Item 3
1.		☐	☐	☐
2.		☐	☐	☐
3.		☐	☐	☐
4.		☐	☐	☐
5.		☐	☐	☐
6.		☐	☐	☐
7.		☐	☐	☐
8.		☐	☐	☐
9.		☐	☐	☐
10.		☐	☐	☐

[4] By submitting the Beneficial Holder Ballot, the Beneficial Holder is deemed to have consented to, and expressly authorizes, the Nominee to disclose the Beneficial Holder's name and contact information to the Voting Agent upon request.

Item 3. Certification as to Transcription of Information from Item 5 of the Beneficial Holder Ballots as to Class 4 Second Lien Claims Voted Through Other Ballots.
The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided in Item 5 of any Beneficial Holder Ballot, identifying any Class 4 Second Lien Claims for which such Beneficial Holders have submitted other ballots (other than to the undersigned):

Your Customer Account Number for Each Beneficial Holder That Completed Item 5 of the Beneficial Holder Ballot	TRANSCRIBE FROM ITEM 5 OF THE BALLOTS:			
	Name of Beneficial Holder (or name of Nominee if notes are held through a Nominee)	Account Number	Principal Amount of Other Class 4 Second Lien Claims Voted	CUSIP Number of Other Class 4 Second Lien Claims Voted

Certification.

By signing this Master Ballot, the undersigned certifies that:

(a) (i) the undersigned has received a copy of the Disclosure Statement, Master Ballot and Beneficial Holder Ballot, and has delivered the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders holding Class 4 Second Lien Claims through the undersigned with a return envelope; (ii) the undersigned has received a completed and signed Beneficial Holder Ballot from each such Beneficial Holder as provided in this Master Ballot; (iii) the undersigned is the registered holder of the securities being voted or agent thereof; and (iv) the undersigned has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;

(b) the undersigned has properly disclosed: (i) the number of Beneficial Holders voting Class 4 Second Lien Claims through the undersigned; (ii) the respective amounts of Class 4 Second Lien Claims owned by each such Beneficial Holder; (iii) each such Beneficial Holder's respective vote concerning the Plan; (iv) each such Beneficial Holder's election with respect to the optional release election; (v) each such Beneficial Holder's status certification; and (vi) the customer account or other identification number for each such Beneficial Holder;

(c) if the undersigned is a Beneficial Holder and uses this Master Ballot to vote the undersigned's Class 4 Second Lien Claims, the undersigned confirms and attests to each of the certifications in Item 6 of the Beneficial Holder Ballot;

(d) each such Beneficial Holder has certified to the undersigned that such Beneficial Holder is a Beneficial Holder and/or is otherwise eligible to vote on the Plan; and

(e) the undersigned will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Voting Deadline, and disclose all such information to the Court or the Debtors, as the case may be, if so ordered.

Nominee Information and Signature.

_____
Name of Nominee or Custodian

_____
DTC Participant Number

_____
Name of Proxy Holder or Agent for Nominee (if applicable)

_____
Signature

_____
Name of Signatory

_____
Title

_____
Street Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

_____
Date Completed

This Master Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 7, 2025.

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

Appendix B

This Master Ballot pertains to the below CUSIPS.

Class 4 Second Lien Claims		
	NOTE DESCRIPTION	**CUSIP NUMBER/ ISIN**
☐	5.000%/10.000% Second Lien Senior Secured PIK Toggle Notes (144A)	60783XAC8/ US60783XAC83
☐	5.000%/10.000% Second Lien Senior Secured PIK Toggle Notes (REGS)	U60714AC3/ USU60714AC34

EXHIBIT 5-A

Form of Beneficial Holder Ballot for Unsecured Notes Claims in Class 5 (General Unsecured Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

BENEFICIAL HOLDER BALLOT FOR HOLDERS OF UNSECURED NOTES CLAIMS IN CLASS 5 (GENERAL UNSECURED CLAIMS) FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the "*Voting Deadline*")

The above-captioned debtors and debtors-in possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

The Debtors hereby provide this beneficial holder ballot (the "***Beneficial Holder Ballot***") to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. ●] (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Beneficial Holder Ballot and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at **https://www.veritaglobal.net/ModivCare**). The Case Website contains important information and key deadlines.

The Court entered an order which, among other things: (i) approved the Disclosure Statement and the Solicitation Procedures, (ii) scheduled a hearing for confirmation of the Plan,

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[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

and (iii) established November 7, 2025 at 4:00 p.m. (prevailing Central Time) as the Voting Deadline [Docket No. ●] (the "***Solicitation Procedures Order***").

In accordance with the Solicitation Procedures Order, this Beneficial Holder Ballot is being submitted to Beneficial Holders, as of October 6, 2025 (the "***Voting Record Date***"), of certain General Unsecured Claims (such Beneficial Holders, the "***Unsecured Note Holders***") related to Claims arising under the Unsecured Notes Indenture (the "***Unsecured Notes Claim***"), which CUSIPs are indicated on **Appendix B** hereto. The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you have not received or wish to obtain additional copies of the Disclosure Statement, please contact the Solicitation Agent via email at ModivCareInfo@veritaglobal.com.

The Plan can be confirmed by the Court and thereby made binding on you if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Court, it will be binding on Unsecured Note Holders whether or not a Unsecured Note Holders votes to accept or reject the Plan or does not vote at all.

All pleadings and notices relating to the Chapter 11 Cases that are filed with the Court (including notices of the date and time of hearings), will be made publicly available for review, free of charge, on the Case Website.

Holders of Class 5 General Unsecured Claims are Impaired under the Plan and are, therefore, entitled to vote to accept or reject the Plan. Holders of Unsecured Notes Claims in Class 5 can cast their vote through this Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of such broker, bank, or other nominee (each of the foregoing, a "***Nominee***"), in each case as of the Voting Record Date, in accordance with the instructions provided by your Nominee, who will then process your vote and include it on a master ballot (a "***Master Ballot***") that your Nominee will return to the Solicitation Agent. In order for your vote to count, your Beneficial Holder Ballot must be completed and returned to your Nominee in accordance with your Nominee's instructions, in all cases allowing sufficient time for your Nominee to receive and process your completed Beneficial Holder Ballot, then complete and return the Master Ballot to the Solicitation Agent so that it is actually received by the Solicitation Agent on or prior to the Voting Deadline.

This Beneficial Holder Ballot is *only* intended for votes relating to Unsecured Notes Claims in Class 5 (General Unsecured Claims), which applicable CUSIPs are set forth on **Appendix B** hereto. All other Class 5 General Unsecured Claims should use the GUC Ballot for Class 5 (General Unsecured Claims) attached as Exhibit 5-C to the Solicitation Procedures Order.

This Beneficial Holder Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) to cast a vote to accept or reject the Plan and/or (ii) to opt out of the Releases (as defined below).

If you have any questions regarding the Beneficial Holder Ballot or how to properly complete this Beneficial Holder Ballot, please call the Solicitation Agent at (888) 733-1521 (U.S. / Canada, toll-free) or (310) 751-2636 (International, toll)), or submit an inquiry at www.veritaglobal.net/modivcare/inquiry.

[*Remainder of this page intentionally left blank*]

IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 5 (GENERAL UNSECURED CLAIMS)

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, each Holder of a General Unsecured Claims (including, for the avoidance of doubt, First Lien Deficiency Claims, Second Lien Deficiency Claims, and Unsecured Notes Claims) shall be canceled, released, and extinguished as of the Effective Date, and Holders of Allowed General Unsecured Claims shall not receive or retain any distribution, property, or other value on account of such General Unsecured Claims; *provided that*, Eligible Holders of General Unsecured Claims (but excluding Holders of First Lien Deficiency Claims and Second Lien Deficiency Claims) shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each General Unsecured Claim, their Pro Rata Share of the right to purchase up to $200,000,000, in aggregate, of New Common Interests pursuant to the Equity Rights Offering.

Please be advised that if the Plan is consummated, Holders of Class 5 General Unsecured Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A hereto; and if such Holders opt out of the third-party releases contained in Section 10.6(b) of the Plan (the "*Releases*"), they will not be deemed to have granted such Releases and will not receive the benefit of such Releases under the Plan.

[*Remainder of this page intentionally left blank*]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: OCTOBER 6, 2025

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON NOVEMBER 7, 2025

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BENEFICIAL HOLDER BALLOT (OR OTHERWISE CONVEY YOUR VOTE AND THE REQUIRED INFORMATION REQUESTED ON THIS BENEFICIAL HOLDER BALLOT) TO YOUR NOMINEE WITH SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE, COMPLETE THE MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE SOLICITATION AGENT, SUCH THAT THE MASTER BALLOT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE. IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT INDICATING YOUR VOTE CAST ON YOUR BENEFICIAL HOLDER BALLOT (OR OTHERWISE IN ACCORDANCE WITH YOUR NOMINEE'S INSTRUCTIONS) BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

IF YOUR NOMINEE CHOSE TO SEND YOU A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, YOUR NOMINEE WILL HAVE ALREADY COMPLETED ITEM 6 BELOW (INCLUDING SPECIFYING THE NOMINEE'S DTC PARTICIPANT NUMBER) AND EXECUTED THIS BENEFICIAL HOLDER BALLOT ON YOUR BEHALF, WITH YOUR BENEFICIAL ACCOUNT NUMBER OR NAME, THE AMOUNT OF CLAIMS HELD BY THE BENEFICIAL HOLDER AS OF THE VOTING RECORD DATE, AND A MEDALLION GUARANTEE STAMP CONFIRMING THE AMOUNT OF YOUR CLASS 5 GENERAL UNSECURED CLAIM. IF YOU RECEIVED A PRE-VALIDATED BALLOT, PLEASE COMPLETE THE REMAINING ITEMS ON THE BENEFICIAL HOLDER BALLOT AND RETURN THE BENEFICIAL HOLDER BALLOT DIRECTLY TO THE SOLICITATION AGENT BY NO LATER THAN THE VOTING DEADLINE USING THE RETURN ENVELOPE PROVIDED IN THE

SOLICITATION PACKAGE. IF NO RETURN ENVELOPE WAS PROVIDED, YOU SHOULD CONTACT THE SOLICITATION AGENT FOR INSTRUCTIONS.

YOU SHOULD NOT SEND YOUR BENEFICIAL HOLDER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BENEFICIAL HOLDER BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[*Remainder of this page intentionally left blank*]

BENEFICIAL HOLDER BALLOT INSTRUCTIONS

1. Complete Items 1 and 2.
2. If you wish to opt out of the Releases, complete Item 3.
3. If you are an Eligible Holder,[3] carefully read Item 4 regarding the Equity Rights Offering.
4. Review the certification contained in Item 5.
5. Review the certification contained in Item 6.
6. Sign and date the Beneficial Holder Ballot and fill out the other required information (or otherwise follow the instructions of your Nominee).
7. Return your completed Beneficial Holder Ballot to your Nominee so that your Nominee may complete the Master Ballot and return the Master Ballot to the Solicitation Agent such that the Solicitation Agent actually receives the Master Ballot no later than November 7, 2025 at 4:00 p.m. (prevailing Central Time).
8. You must vote the full amount of your Unsecured Notes Claim *either* to accept *or* reject the Plan and may not split your vote; provided that, if you hold Other General Unsecured Claims you must submit the separate GUC Ballot for Class 5 (General Unsecured Claims) attached as Exhibit 5-C to the Solicitation Procedures Order for such Other General Unsecured Claims.
9. If you cast more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted to your Nominee or the Solicitation Agent, as applicable, will supersede any prior Beneficial Holder Ballot.
10. If it is your Nominee's customary practice to collect your vote via voter information form, e-mail, telephone, or other means in lieu of this Beneficial Holder Ballot, you may follow your Nominee's instructions regarding the submission of your vote.
11. The following Beneficial Holder Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Beneficial Holder Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Beneficial Holder Ballot, (iv) any Beneficial Holder Ballot that does not contain an original signature, and (v) any Beneficial Holder Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
12. If a Beneficial Holder Ballot or Master Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their

[3] "***Eligible Holder***" means a Holder of an Allowed General Unsecured Claim that is an "Accredited Investor" (within the meaning of Rule 501(a) under the Securities Act) or a "Qualified Institutional Buyer" (within the meaning of Rule 144A of the Securities Act).

sole discretion. The method of delivery of the Beneficial Holder Ballot to the Nominee or the Solicitation Agent is at your election and risk.

13. The Beneficial Holder Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.

14. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Beneficial Holder Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

15. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

16. In the event that you additionally hold other Class 5 General Unsecured Claims, you should only provide information relevant to Unsecured Notes Claims on this Beneficial Holder Ballot for Class 5. For information relevant to Other General Unsecured Claims you hold, please provide such information on the GUC Ballot for Class 5 (General Unsecured Claims) attached as Exhibit 5-C to the Solicitation Procedures Order [which, pursuant to the procedures approved in the Solicitation Procedures Order, should have been separately provided to you if you were the Holder of such Claims as of the Voting Record Date].

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BENEFICIAL HOLDER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

[*Remainder of this page intentionally left blank*]

Item 1. Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory of such a Beneficial Holder) of Unsecured Notes Claims in Class 5 (General Unsecured Claims), the CUSIP for which is indicated by your Nominee on **Appendix B** hereto, in the aggregate outstanding principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Unsecured Notes Claims are held by a Nominee on your behalf and you do not know the principal amount of the Claims held, please contact your Nominee immediately to obtain the amount.

$_____

Item 2. Vote on Plan[4]

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Any Beneficial Holder Ballot that is executed by the Holder of a Class 5 General Unsecured Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to **Appendix A** and Section 10.6(b) of the Plan for information about the Releases.

The Holder of the Class 5 General Unsecured Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

☐ **ACCEPT** (vote FOR) the Plan.	☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Election to opt out of Releases

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Releases**. IF YOU DO NOT OPT OUT OF THE RELEASES BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE**

[4] By submitting this Beneficial Holder Ballot, the Beneficial Holder is deemed to have consented to, and expressly authorizes, the Nominee to disclose the Beneficial Holder's name and contact information to the Voting Agent upon request.

RELEASED PARTIES AS PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER SECTION 10.6(B) OF THE PLAN AND SET FORTH IN APPENDIX A, BUT IF YOU DO NOT GRANT THE RELEASES BECAUSE YOU OPTED OUT, YOU WILL NOT RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN SECTION 10.6(B) OF THE PLAN. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Releases, you will not be granted a release from the Releasing Parties under the Plan.

☐ **Opt Out of the Releases**

Item 4. (Informational Only – No Action Required) Equity Rights Offering for Eligible Holders

Section 5.8 of the Plan provides for the Equity Rights Offering, pursuant to which Eligible Holders[5] may participate. While all Holders of Unsecured Notes Claims will receive the subscription documents and other relevant information regarding the Equity Rights Offering (the "***Equity Rights Offering Materials***") from their Nominee, only Eligible Holders may elect to subscribe to the Equity Rights Offering. Receipt of the Equity Rights Offering Materials is neither (i) an indication that such recipient is an Eligible Holder, nor (ii) a binding commitment to participate in the Equity Rights Offering.

For the avoidance of doubt, pursuant to the terms of the Plan, Holders of First Lien Deficiency Claims and Second Lien Deficiency Claims are not entitled to participate in the Equity Rights Offering.

The Nominee will provide Holders of Unsecured Notes Claims in Class 5 (General Unsecured Claims) with the Equity Rights Offering Materials. If you have any questions regarding the Equity Rights Offering, please contact your Nominee or the Solicitation Agent at ModivCareInfo@veritaglobal.com.

Item 5. Certification as to Class 5 Unsecured Notes Claims Held in Additional Accounts.

The undersigned hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Unsecured Notes Claims held in other accounts or other record names, or (ii) if it has submitted Beneficial Holder Ballots for other Unsecured Notes Claims held in other accounts or other record names, then such Beneficial Holder Ballots indicate the same vote to accept or reject the Plan. If the undersigned has submitted Beneficial Holder Ballots for other such

[5] "***Eligible Holder***" means a Holder of an Allowed General Unsecured Claim that is an "Accredited Investor" (within the meaning of Rule 501(a) under the Securities Act) or a "Qualified Institutional Buyer" (within the meaning of Rule 144A of the Securities Act).

Unsecured Notes Claims, then the undersigned certifies the accuracy of the information provided below as to such other Claims.

Name of Beneficial Holder (or name of Nominee if Unsecured Notes Claims are held through a Nominee)	Account Number	Amount of Other Unsecured Notes Claims Voted	CUSIP of Other Unsecured Notes Claims Votes

Item 6. Certification.

By returning this Beneficial Holder Ballot, the Holder of the Class 5 General Unsecured Claim identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for the Class 5 General Unsecured Claim identified in Item 1; (b) it was the Holder of the Class 5 General Unsecured Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 5 General Unsecured Claim identified in Item 1; and (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

_____

Name of Holder of Class 5 General Unsecured Claim

_____

Custodian (if known)

_____

DTC Participant Number (if known)

_____

Signature

_____

If by Authorized Agent, Name and Title

_____

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Beneficial Holder Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOU MUST FORWARD YOUR BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH AMPLE TIME FOR YOUR NOMINEE TO COMPLETE THE MASTER BALLOT AND SUBMIT THE MASTER BALLOT TO THE SOLICITATION AGENT SO THAT THE SOLICITATION AGENT ACTUALLY RECEIVES THE MASTER BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 7, 2025, OR YOUR VOTE WILL NOT BE COUNTED. PLEASE NOTE THAT YOUR NOMINEE MAY ESTABLISH AN EARLIER DEADLINE FOR YOU TO SUBMIT YOUR BENEFICIAL HOLDER BALLOT IN ORDER TO ALLOW ITSELF SUFFICIENT TIME TO DELIVER THE MASTER BALLOT TO THE SOLICITATION AGENT BY THE DEADLINE NOTED ABOVE.

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

Appendix B

Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

Unsecured Notes Claims in Class 5 (General Unsecured Claims)		
	NOTE DESCRIPTION	**CUSIP NUMBER/ ISIN**
☐	5.000% Senior Unsecured Notes (144A)	60783XAA2/ US60783XAA28
☐	5.000% Senior Unsecured Notes (REGS)	U60714AA7/ USU60714AA77

EXHIBIT 5-B

Form of Master Ballot for Unsecured Notes Claims in Class 5 (General Unsecured Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

MASTER BALLOT FOR HOLDERS OF UNSECURED NOTES CLAIMS IN CLASS 5 (GENERAL UNSECURED CLAIMS) FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the "*Voting Deadline*")

The above-captioned debtors and debtors-in possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

This master ballot (the "***Master Ballot***") is being submitted to brokers, dealers, commercial banks, trust companies, or other agent nominees ("***Nominees***") of beneficial holders of certain Claims (each a "***Beneficial Holder***") against the Debtors in connection with the Debtors' solicitation of votes to accept or reject the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. ●] (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Master Ballot and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https:// https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

https://www.veritaglobal.net/ModivCare). The Case Website contains important information and key deadlines.

The Court entered an order which, among other things: (i) approved the Disclosure Statement and the Solicitation Procedures, (ii) scheduled a hearing for confirmation of the Plan, and (iii) established November 7, 2025 at 4:00 p.m. (prevailing Central Time) as the Voting Deadline [Docket No. ●] (the "***Solicitation Procedures Order***").

In accordance with the Solicitation Procedures Order, this Master Ballot is being submitted to Nominees of Beneficial Holders, as of October 6, 2025 (the "***Voting Record Date***"), of certain General Unsecured Claims (such Beneficial Holders, the "***Unsecured Note Holders***") related to Claims arising under the Unsecured Notes Indenture (the "***Unsecured Notes Claim***"), which CUSIPs are indicated on **Appendix B** hereto. The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you or a Beneficial Holder of an Unsecured Notes Claim does not have a copy of the Disclosure Statement, please contact the Solicitation Agent via email at ModivCareInfo@veritaglobal.com.

For the avoidance of doubt, Unsecured Notes Claims are considered General Unsecured Claims under the Plan.

Upon receipt of these materials, you should immediately forward to the Beneficial Holders the Disclosure Statement and the form of ballot for such Holders (the "***Beneficial Holder Ballot***") with a return envelope addressed to you, as provided in the attached instructions, if you intend to utilize the Master Ballot. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Unsecured Notes Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Unsecured Notes Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to, and provided by, the Solicitation Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 2, Item 3, Item 4, Item 5, and Item 6 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Solicitation Agent so that it is received before the Voting Deadline.

In addition, you are authorized to collect votes to accept or to reject the Plan from Holders of Unsecured Notes Claims in Class 5 (General Unsecured Claims) in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Holders through online voting, by phone, facsimile, or other electronic means.

The Plan can be confirmed by the Court and thereby made binding on Holders of Class 5 General Unsecured Claims if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly

discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code If the Plan is confirmed by the Court, it will be binding on Unsecured Noteholders whether or not a Holder of an Unsecured Notes Claim votes to accept or reject the Plan or does not vote at all.

All pleadings and notices relating to the Chapter 11 Cases that are filed with the Court (including notices of the date and time of hearings), will be made publicly available for review, free of charge, on the Case Website.

Your receipt of this Master Ballot does not signify that a Beneficial Holder's Claim(s) has been or will be Allowed. This Master Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) voting to accept or reject the Plan and/or (ii) to opt out of the Releases as set forth in **Appendix A**, and not for the purpose of allowance or disallowance of or distribution on account of Class 5 General Unsecured Claims.

This Master Ballot is *only* intended for votes relating to Unsecured Notes Claims in Class 5 (General Unsecured Claims), which applicable CUSIPs for which are set forth on **Appendix B** hereto. All other Class 5 General Unsecured Claims should use the GUC Ballot for Class 5 General Unsecured Claims attached as Exhibit 5-C to the Solicitation Procedures Order.

If you have any questions regarding the Master Ballot or how to properly complete this Master Ballot, please call the Solicitation Agent at (877) 499-4509 (U.S. / Canada, toll-free) or (917) 281-4800 (International, toll), or by messaging the Solicitation Agent at ModivCareBallots@veritaglobal.com.

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IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 5 (GENERAL UNSECURED CLAIMS)

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, each Holder of a General Unsecured Claims (including, for the avoidance of doubt, First Lien Deficiency Claims, Second Lien Deficiency Claims, and Unsecured Notes Claims) shall be canceled, released, and extinguished as of the Effective Date, and Holders of Allowed General Unsecured Claims shall not receive or retain any distribution, property, or other value on account of such General Unsecured Claims; *provided that*, Eligible Holders of General Unsecured Claims (but excluding Holders of First Lien Deficiency Claims and Second Lien Deficiency Claims) shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each General Unsecured Claim, their Pro Rata Share of the right to purchase up to $200,000,000, in aggregate, of New Common Interests pursuant to the Equity Rights Offering.

Please be advised that if the Plan is consummated, Holders of Class 5 General Unsecured Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the third party releases contained in Section 10.6(b) of the Plan (the "*Releases*"), they will not be deemed to have granted such Releases and will not receive the benefit of such Releases under the Plan.

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IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU COMPLETE THE MASTER BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: OCTOBER 6, 2025

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON NOVEMBER 7, 2025

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT BY THE VOTING DEADLINE, THE VOTES BY THE BENEFICIAL HOLDERS WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION BY THE BENEFICIAL HOLDERS TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

YOU SHOULD NOT SEND THE MASTER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE MASTER BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING ON THE HOLDERS OF CLAIMS IN CLASS 5 (GENERAL UNSECURED CLAIMS) WHETHER OR NOT THEY VOTE.

[*Remainder of page left intentionally blank*]

MASTER BALLOT INSTRUCTIONS

1. To have the votes of your Beneficial Holders count, you should immediately distribute the Beneficial Holder Ballot (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) and the Solicitation Package to all Beneficial Holders of Unsecured Notes Claims in Class 5 (General Unsecured Claims) and take any action required to enable each such Beneficial Holder to timely vote the Claims that it holds. You may distribute the Solicitation Package to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means, so that Beneficial Holder Ballots are returned to you in sufficient time for you to complete and return the Master Ballot to the Solicitation Agent, so that the Solicitation Agent actually receives the Master Ballot before the Voting Deadline.

2. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Unsecured Notes Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Unsecured Notes Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to, and provided by, the Solicitation Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 2, Item 3, Item 4, Item 5, and Item 6 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Solicitation Agent so that it is received before the Voting Deadline.

3. With regard to any Beneficial Holder Ballots returned to you, to have the vote of your Beneficial Holders count, you must: (i) transfer the requested information, including the information on the Release Opt-Out Form, from each such Beneficial Holder Ballot onto the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (ii) execute the Master Ballot; and (iii) deliver the Master Ballot to the Solicitation Agent in accordance with these instructions.

4. Please keep any records of Beneficial Holder Ballots, whether in hard copy or by electronic direction, for at least one year after the Voting Deadline (or such other date as is set by order of the Court). You may be ordered to produce the Beneficial Holder Ballots (or evidence of the votes submitted to you) to the Debtors or the Court.

5. If you are both the Nominee and Beneficial Holder of Unsecured Notes Claim in Class 5 (General Unsecured Claims), and you wish to vote such Unsecured Notes Claims for which you are a Beneficial Holder, you may return either a Beneficial Holder Ballot or the Master Ballot for such Claims.

6. The following ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Beneficial Holder Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Master Ballot, (iv) any Master Ballot that does not contain an original signature (provided, however, any valid Master Ballot submitted electronically or by email shall be deemed to bear an original signature), and (v) any Master Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.

7. If the Master Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Master Ballot to the Solicitation Agent is at your election and risk.

8. If a Beneficial Holder submits Ballots for multiple Unsecured Notes Claims, whether held in other accounts or other record names, and such Ballots indicate different or inconsistent votes to accept or reject the Plan, then all such Ballots will not be counted.

9. For the avoidance of doubt, if it is your customary practice to collect votes from your Beneficial Holder clients via voter information form, e-mail, telephone, or other means, you may employ those customary practices to collect votes from the Beneficial Holders in lieu of a Beneficial Holder Ballot.

10. To the extent that conflicting votes or "over votes" are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee. To the extent that any over votes are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee's position in the applicable security.

11. The Master Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.

12. If a Beneficial Holder submits more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted will supersede any prior Beneficial Holder Ballot.

13. If multiple Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Beneficial Holder Ballot belonging to a Beneficial Holder of a Claim, the vote on the last properly completed Master Ballot timely received will supersede and revoke the vote of such Beneficial Holder on any earlier received Master Ballot

14. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

15. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS MASTER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

[*Remainder of this page intentionally left blank*]

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE AT THE FOLLOWING EMAIL OR ADDRESS: ModivCareBallots@veritaglobal.com

If by electronic mail to:

ModivCareBallots@veritaglobal.com with a reference to "ModivCare Master Ballot" in the subject line

If by hand delivery, overnight mail, or first class mail:

ModivCare Ballot Processing
c/o Kurtzman Carson Consultants, LLC. d/b/a Verita
222 N. Pacific Coast Highway, Suire 300
El Segundo, CA 90245

THE VOTING DEADLINE IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS MASTER BALLOT.

PLEASE COMPLETE ALL OF THE ITEMS BELOW BASED UPON ANY BENEFICIAL HOLDER BALLOTS RECEIVED. IF THIS MASTER BALLOT HAS NOT BEEN PROPERLY COMPLETED, THE VOTES OF THE BENEFICIAL HOLDERS MAY NOT BE COUNTED.

Item 1. Certification of Authority to Vote.
The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

☐ is a Nominee for the Beneficial Holders in the principal amount of Class 5 General Unsecured Claims listed in Item 2 below and is the registered Holder of such Class 5 General Unsecured Claims; or

☐ is acting under a power of attorney and/or agency (a copy of which must be provided upon request) granted by a Nominee that is the registered Holder of Class 5 General Unsecured Claims in the principal amount listed in Item 2 below; or

☐ has been granted a proxy (an original of which is annexed hereto) from a Nominee or a Beneficial Holder that is the registered Holder of the principal amount of Class 5 General Unsecured Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class 5 General Unsecured Claims in the principal amount listed in Item 2 below.

Item 2. Vote on the Plan.

The undersigned transmits the following votes of Beneficial Holders in respect of their Class 5 General Unsecured Claims and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are Beneficial Holders as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes.[3]

VOTE ONE CUSIP PER MASTER BALLOT AND CHECK A BOX BELOW TO INDICATE THE CUSIP VOTED ON THIS MASTER BALLOT

[3] Indicate in the appropriate column the principal amount of the General Unsecured Claims voted for each account, or attach such information to this Master Ballot in the form of the following table. You may also provide a spreadsheet if additional space is needed.

Please note that each Beneficial Holder must vote all of such Beneficial Holder's Claims to accept or to reject the Plan and may not split such vote. Any Beneficial Holder executed by a Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, and has not been corrected by the Voting Deadline, shall not be counted.

Your Customer Account Number for Each Beneficial Holder of Unsecured Notes Claims that Voted[4]	**Principal Amount of Unsecured Notes Claims Held by Your Customer**	**Item 2. Vote on Plan**		**Optional Release Opt-Out Election**
		ACCEPT	**REJECT**	**Place a check below if the Beneficial Holder checked the box in Item 3**
1.		☐	☐	☐
2.		☐	☐	☐
3.		☐	☐	☐
4.		☐	☐	☐
5.		☐	☐	☐
6.		☐	☐	☐
7.		☐	☐	☐
8.		☐	☐	☐
9.		☐	☐	☐
10.		☐	☐	☐

[4] By submitting the Beneficial Holder Ballot, the Beneficial Holder is deemed to have consented to, and expressly authorizes, the Nominee to disclose the Beneficial Holder's name and contact information to the Voting Agent upon request.

Item 3. Certification as to Transcription of Information from Item 5 of the Beneficial Holder Ballots as to Class 5 General Unsecured Claims Voted Through Other Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided in Item 5 of any Beneficial Holder Ballot, identifying any Unsecured Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots (other than to the undersigned):

Your Customer Account Number for Each Beneficial Holder That Completed Item 5 of the Beneficial Holder Ballot	TRANSCRIBE FROM ITEM 5 OF THE BENEFICIAL HOLDER BALLOTS:			
	Name of Beneficial Holder (or name of Nominee if notes are held through a Nominee)	Account Number	Principal Amount of Other Unsecured Note Claims Voted	CUSIP Number of Other Unsecured Note Claims Voted

Item 4. Certification.

By signing this Master Ballot, the undersigned certifies that:

(a) (i) the undersigned has received a copy of the Disclosure Statement, Master Ballot and Beneficial Holder Ballot, and has delivered the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders holding Class 5 General Unsecured Claims through the undersigned with a return envelope; (ii) the undersigned has received a completed and signed Beneficial Holder Ballot from each such Beneficial Holder as provided in this Master Ballot; (iii) the undersigned is the registered Holder of the securities being voted or agent thereof; and (iv) the undersigned has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;

(b) the undersigned has properly disclosed: (i) the number of Beneficial Holders voting Class 5 General Unsecured Claims through the undersigned; (ii) the respective amounts of Class 5 General Unsecured Claims owned by each such Beneficial Holder; (iii) each such Beneficial Holder's respective vote concerning the Plan; (iv) each such Beneficial Holder's election with respect to the optional release election; (v) each such Beneficial Holder's status certification; and (vi) the customer account or other identification number for

each such Beneficial Holder;

(c) if the undersigned is a Beneficial Holder and uses this Master Ballot to vote the undersigned's Class 5 General Unsecured Claims, the undersigned confirms and attests to each of the certifications in Item 6 of the Beneficial Holder Ballot;

(d) each such Beneficial Holder has certified to the undersigned that such beneficial Holder is a Beneficial Holder and/or is otherwise eligible to vote on the Plan; and

(e) the undersigned will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Voting Deadline, and disclose all such information to the Court or the Debtors, as the case may be, if so ordered.

Nominee Information and Signature.

_____
Name of Nominee or Custodian

_____
DTC Participant Number

_____
Name of Proxy Holder or Agent for Nominee (if applicable)

_____
Signature

_____
Name of Signatory

_____
Title

_____
Street Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

_____

Date Completed

This Master Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 7, 2025.

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

Appendix B

This Master Ballot pertains to the below CUSIPS.

Unsecured Notes Claims in Class 5 (General Unsecured Claims)		
	NOTE DESCRIPTION	**CUSIP NUMBER/ ISIN**
☐	5.000% Senior Unsecured Notes (144A)	60783XAA2/ US60783XAA28
☐	5.000% Senior Unsecured Notes (REGS)	U60714AA7/ USU60714AA77

EXHIBIT 5-C

Form of GUC Ballot for Class 5 (General Unsecured Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

GUC BALLOT FOR HOLDERS OF CLAIMS IN CLASS 5 (GENERAL UNSECURED CLAIMS) OTHER THAN UNSECURED NOTES CLAIMS FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the "*Voting Deadline*")

The above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), each filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on August 20, 2025 (the "***Petition Date***").

The Debtors hereby provide this ballot (the "***GUC Ballot***") to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*, dated September 4, 2025 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as **Exhibit A** to the proposed *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. ●] (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this GUC Ballot and has also been posted on the website (the "***Case Website***") maintained by the Debtors' balloting and solicitation agent Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***") (located at **https://www.veritaglobal.net/ModivCare**). The Case Website contains important information and key deadlines.

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[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https:// https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

The Court entered an order which, among other things: (i) approved the Disclosure Statement and the Solicitation Procedures, (ii) scheduled a hearing for confirmation of the Plan, and (iii) established November 7, 2025 at 4:00 p.m. (prevailing Central Time) as the Voting Deadline [Docket No. ●] (the "***Solicitation Procedures Order***").

The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you have not received or wish to obtain additional copies of the Disclosure Statement, please contact the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***"), via email at ModivCareInfo@veritaglobal.com.

In accordance with the Solicitation Procedures Order, this Ballot is being submitted to Holders, as of October 6, 2025 (the "***Voting Record Date***"), of any General Unsecured Claims (the "***GUC Holders***") other than Claims arising from the Unsecured Notes Indenture (the "***Other General Unsecured Claims***").

The Plan can be confirmed by the Court and thereby made binding on you if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Court, it will be binding on GUC Holders whether a GUC Holder votes to accept or reject the Plan or does not vote at all.

All pleadings and notices relating to the Chapter 11 Cases that are filed with the Court (including notices of the date and time of hearings), will be made publicly available for review. free of charge, on the Case Website.

GUC Holders are Impaired under the Plan and are, therefore, entitled to vote to accept or reject the Plan. In order for your vote to count, this GUC Ballot must be completed and returned to the Solicitation Agent so that it is actually received by the Solicitation Agent on or prior to the Voting Deadline.

This GUC Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) to cast a vote to accept or reject the Plan and/or (ii) to opt out of the Releases (as defined below).

This GUC Ballot is *not* intended for Holders of Unsecured Notes Claims or Second Lien Deficiency Claims.

If you have any questions regarding the Beneficial Holder Ballot or how to properly complete this Beneficial Holder Ballot, please call the Solicitation Agent at (888) 733-1521 (U.S./Canada, toll-free) or +1 (310) 751-2636 (International, toll), or by submitting an inquiry at https://www.veritaglobal.net/ModivCare/Inquiry.

IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 5 GENERAL UNSECURED CLAIMS

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, each Holder of a General Unsecured Claims (including, for the avoidance of doubt, First Lien Deficiency Claims, Second Lien Deficiency Claims, and Unsecured Notes Claims) shall be canceled, released, and extinguished as of the Effective Date, and Holders of Allowed General Unsecured Claims shall not receive or retain any distribution, property, or other value on account of such General Unsecured Claims; *provided that*, Eligible Holders of General Unsecured Claims (but excluding Holders of First Lien Deficiency Claims and Second Lien Deficiency Claims) shall receive , in full and final satisfaction, settlement, release, and discharge and in exchange for each General Unsecured Claim, their Pro Rata Share of the right to purchase up to $200,000,000, in aggregate, of New Common Interests pursuant to the Equity Rights Offering.

Please be advised that if the Plan is consummated, Holders of Class 5 General Unsecured Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the third-party releases contained in Section 10.6(b) of the Plan (the "Releases"), they will not be deemed to have granted such Releases and will not receive the benefit of such Releases under the Plan.

[*Remainder of this page intentionally left blank*]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: OCTOBER 6, 2025

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON NOVEMBER 7, 2025

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS GUC BALLOT TO THE SOLICITATION AGENT, SUCH THAT THE GUC BALLOT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE. IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE GUC BALLOT INDICATING YOUR VOTE CAST ON YOUR GUC BALLOT BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

YOU SHOULD NOT SEND YOUR GUC BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE GUC BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

YOUR COMPLETED GUC BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE.

INSTRUCTIONS FOR VOTING ONLINE THROUGH THE SOLICITATION AGENT'S E-BALLOT PLATFORM

You may return your GUC Ballot by electronic, online transmission solely by clicking on the "**Submit E-Ballot/Opt-Out Form**" section on the Debtors' Case Website and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

Please choose only ONE method of return for your Ballot.

1. Please visit the Case Website.
2. Click on the "Submit E-Ballot/Opt-Out Form" section of the Debtors' case website.
3. Follow the directions to submit your E-Ballot. If you choose to submit your Ballot via the Solicitation Agent's E-Ballot system, you should not return a hard copy of your GUC Ballot.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE AND SUBMIT YOUR CUSTOMIZED E-BALLOT:

UNIQUE E-BALLOT ID# _____

UNIQUE E-BALLOT PIN _____

"E-BALLOTING" IS THE SOLE MANNER IN WHICH BALLOTS MAY BE DELIVERED VIA ELECTRONIC TRANSMISSION.

GUC BALLOTS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

HOLDERS OF CLASS 5 GENERAL UNSECURED CLAIMS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.

INSTRUCTIONS FOR VOTING BY MAIL

1. Complete Item 1 and 2.
2. If you wish to opt out of the Releases, complete Item 3.
3. If you are an Eligible Holder,[3] and interested in receiving the Equity Rights Offering Materials (as defined below), complete Item 4.
4. Review the certification contained in Item 5.
5. **Sign and date the GUC Ballot and fill out the other required information.**
6. You must vote the full amount of your Class 5 General Unsecured Claim *either* to accept *or* reject the Plan and may not split your vote; *provided that*, if you hold Unsecured Notes Claims you must submit the separate Beneficial Holder Ballot for Class 5 (General Unsecured Claims) attached as Exhibit 5-A to the Solicitation Procedures Order for such Unsecured Notes Claims.
7. The following GUC Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any GUC Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (ii) any GUC Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned GUC Ballot, (iv) any GUC Ballot that does not contain an original signature, and (v) any GUC Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
8. If a GUC Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Ballot to Solicitation Agent is at your election and risk.
9. Unless otherwise directed by the Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of ballots will be determined by the Solicitation Agent and/or the Debtors, which determination will be final and binding. The Debtors reserve the right to reject any and all ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular ballot by any of their creditors. The interpretation (including the GUC Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of ballots must be cured within such time as the Debtors (or the Court) determines. Neither the Debtors nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery

[3] "***Eligible Holder***" means a Holder of an Allowed General Unsecured Claim that is an "Accredited Investor" (within the meaning of Rule 501(a) under the Securities Act) or a "Qualified Institutional Buyer" (within the meaning of Rule 144A of the Securities Act).

of such ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

10. The GUC Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.

11. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this GUC Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

12. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

13. If multiple GeneralBallots are received from the same Holder of a Claim with respect to the same Claim before the Voting Deadline, the last, timely received, and valid GUC Ballot, regardless of the manner of submission, will supersede and revoke any earlier-received GUC Ballot.

14. In the event that you additionally hold other Class 5 General Unsecured Claims, you should only provide information relevant to Other General Unsecured Claims on this GUC Ballot for Class 5. For information relevant to Unsecured Notes Claims you hold, please provide such information on the Beneficial Holder Ballot for Unsecured Notes Claims in Class 5 (General Unsecured Claims) attached as Exhibit 5-A to the Solicitation Procedures Order which, pursuant to the procedures approved in the Solicitation Procedures Order, should have been separately provided to you if you were to holder of such Unsecured Notes Claims as of the Voting Record Date.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS GUC BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

YOUR COMPLETED GUC BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE VIA THE E-BALLOT PLATFORM, AS DIRECTED ABOVE, OR IN HARD COPY AT THE FOLLOWING ADDRESS:

ModivCare Ballot Processing Center
c/o KCC d/b/a Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

IF YOU WOULD LIKE TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE EMAIL MODIVCAREINFO@VERITAGLOBAL.COM (WITH "MODIVCARE SOLICITATION BALLOT DELIVERY" IN THE SUBJECT LINE)

AND PROVIDE THE ANTICIPATED DATE AND TIME OF DELIVERY AT LEAST TWENTY-FOUR (24) HOURS BEFORE YOUR ARRIVAL AT THE ADDRESS ABOVE. THE VOTING DEADLINE IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

THE VOTING DEADLINE IS NOVEMBER 7, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

Item 1. Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Class 5 General Unsecured Claim in the aggregate outstanding principal amount (excluding any Unsecured Notes Claims and Second Lien Deficiency Claims) inserted into the box below, without regard to any accrued but unpaid interest.

$_____

Item 2. Vote on Plan

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Any GUC Ballot that is executed by the Holder of a Class 5 General Unsecured Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to **Appendix A** and Section 10.6(b) of the Plan for information about the Releases.

The Holder of the Class 5 General Unsecured Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

☐ **ACCEPT** (vote FOR) the Plan.	☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Election to opt out of Releases

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Releases**. IF YOU DO NOT OPT OUT OF THE RELEASES BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER SECTION 10.6(B) OF THE PLAN AND SET FORTH IN APPENDIX A, BUT IF YOU DO NOT GRANT THE RELEASES BECAUSE YOU OPTED OUT, YOU WILL NOT RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN SECTION 10.6(B) OF THE PLAN. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the**

event you opt out of the Releases, you will not be granted a release from the Releasing Parties under the Plan.

☐ **Opt Out of the Releases**

Item 4. (Optional) Equity Rights Offering – Expression of Interest in Participating

Section 5.8 of the Plan provides for the Equity Rights Offering, pursuant to which Eligible Holders may participate. The offer to participate in the Equity Rights Offering is being made only to Eligible Holders. If you are an Eligible Holder, and want to receive the subscription documents and other relevant information regarding the Equity Rights Offering (the "***Equity Rights Offering Materials***") from the Solicitation Agent, you must either (i) check the box below and provide the contact information requested below or (ii) email the Solicitation Agent at ModivCareInfo@veritaglobal.com to request the Equity Rights Offering Materials by the Voting Deadline. If you do not request the Equity Rights Offering Materials per the foregoing instructions, you will not be given the opportunity to subscribe to the Equity Rights Offering. Similarly, if you check the box below but do not provide the requested contact information, you will not be given the opportunity to subscribe to the Equity Rights Offering. Only Eligible Holders may elect to subscribe to the Equity Rights Offering. Receipt of the Equity Rights Offering Materials is neither (i) an indication that such recipient is an Eligible Holder, nor (ii) a binding commitment to participate in the Equity Rights Offering.

For the avoidance of doubt pursuant to the terms of the Plan, Holders of First Lien Deficiency Claims and Second Lien Deficiency Claims are not entitled to participate in the Equity Rights Offering.

The Solicitation Agent will provide interested Eligible Holders of Class 5 (General Unsecured Claims) with the Equity Rights Offering Materials via email. If you have any questions regarding the Equity Rights Offering, please contact the Solicitation Agent at ModivCareInfo@veritaglobal.com.

☐ The undersigned is an Eligible Holder[4] and is interested in participating in the Equity Rights Offering.

Account Name: _____

Telephone: _____

Email: _____

[4] "***Eligible Holder***" means a Holder of an Allowed General Unsecured Claim that is an "Accredited Investor" (within the meaning of Rule 501(a) under the Securities Act) or a "Qualified Institutional Buyer" (within the meaning of Rule 144A of the Securities Act).

Item 5. Certification.

By returning this GUC Ballot, the Holder of the Class 5 General Unsecured Claim identified in Item 1 certifies that (a) this GUC Ballot is the only GUC Ballot submitted for the Class 5 General Unsecured Claim identified in Item 1 (b) it was the Holder of the Class 5 General Unsecured Claim identified in Item 1 and/or it has full power and authority to vote to accept or reject the Plan for the Class 5 General Unsecured Claim identified in Item 1 as of the Voting Record Date; and (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS GUC BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

_____

Name of Holder of Class 5 General Unsecured Claim

_____

Signature

_____

If by Authorized Agent, Name and Title

_____

Name of Institution

_____

Street Address

_____

City, State, Zip Code

_____

Telephone Number

_____

Email Address

_____

Date Completed

This GUC Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOU MUST SEND YOUR GUC BALLOT TO THE SOLICITATION AGENT SO THAT THE SOLICITATION AGENT ACTUALLY RECEIVES THE GUC BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 7, 2025, OR YOUR VOTE WILL NOT BE COUNTED.

Appendix A

Plan's Release, Injunction, and Exculpation Provisions[1]

[1] Capitalized terms used but not defined in this **Appendix A** have the meanings ascribed to them in the Plan.

A. Certain Relevant Definitions.

"***Exculpated Parties***" means each of the following in their capacities as such and, in each case, to the maximum extent permitted by law: (a) the Debtors and their Estates; and (b) each director of the Debtors; and (c) the committee of unsecured creditors (if appointed)..

"Related Parties" means with respect to a Person, that Person's current and former affiliates, and such Person's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such.

"Released Parties" means, collectively, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to "opt out" of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in the Plan shall not be deemed a "Released Party"; *provided*, that any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases, or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before or at the Confirmation Hearing (and in the case of the latter on the record), shall not be a "Released Party"; *provided, further*, any Person or Entity (and each such Person or Entity's Related Parties) that files an objection with the Bankruptcy Court to any substantive pleading in the Chapter 11 Cases, including to approval of the DIP Facility or the confirmation of the Plan, or commences any Cause of Action in the Bankruptcy Court or any other court of competent jurisdiction against any director of the Debtors, or against any Consenting Creditor relating to such Consenting Creditor's secured Claims, shall not be a Released Party.

"***Releases***" means, collectively, the releases set forth in Article X, Section 10.6 of the Plan.

"***Releasing Parties***" means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Creditors; (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) [reserved]; (j) each Holder of a Claim in a Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective ballot; (k) each Holder of a Claim or Interest in a Non-Voting Class that does not affirmatively elect to "opt out" of the Third-Party Release as provided on its respective Release Opt-Out Form; (l) each Related Party of each Entity in clauses (a) through (k), solely to the extent such Related Party (I)

would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (k) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through (i); *provided*, that, any Holder of a Claim or Interest that timely objects to the Third-Party Release, either through (i) a formal objection Filed on the docket of the Chapter 11 Cases or (ii) an informal objection provided to the Debtors by electronic mail, and such objection is not withdrawn on the docket of the Chapter 11 Cases or via electronic mail, as applicable, before the Confirmation Hearing, shall not be a "Releasing Party;" *provided, further,* that the Second Lien Notes Trustee and the First Lien Agent shall be Releasing Parties solely in their respective capacities as Second Lien Notes Trustee and the First Lien Agent and not individually or in any other capacity.

B. Section 10.5 of the Plan – Permanent Injunction.

Except as otherwise expressly provided in the Restructuring Support Agreement, the Plan or the Confirmation Order, from and after the Effective Date, all Persons are, to the fullest extent permitted under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff or subrogation of any kind; or (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any Person so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable; provided, that the foregoing shall only apply to Claims or Causes of Action brought against a Released Party if such Person bringing such Claim or Cause of Action is a Releasing Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court

shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

C. Section 10.6 of the Plan – Releases.

1. Releases by the Debtors.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of Debtors, Reorganized Debtors, Reorganized Parent, and the Estates, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, Reorganized Parent, or the Reorganized Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the

issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arise in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (2) arising under an Executory Contract or Unexpired Lease that is assumed by the Debtors; or (3) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers, gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Reorganized Parent or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

2. Releases by Holders of Claims and Interests.

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, the Reorganized Parent, or the Reorganized Debtors that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest

in, a Debtor or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, including (i) the governance, management, transactions, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (ii) the purchase, acquisition, sale, merger, or rescission of any business line, Assets, or Security of the Debtors or the Non-Debtor Affiliates, (iii) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (iv) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Person (including Consenting Creditors), (v) the Prepetition Funded Debt Documents, (vi) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (vii) intercompany transactions, (viii) the formulation, preparation, dissemination, negotiation, solicitation, entry into, Filing, or consummation of the Plan, the Plan Supplement the Disclosure Statement, the Restructuring Support Agreement and related prepetition transactions, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, the New Corporate Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (ix) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the Definitive Documents, the Equity Rights Offering Documents, the Corporate Governance Documents, or the New Corporate Governance Documents, the Chapter 11 Cases, the pursuit of Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, (x) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan, or any other related agreement, or (xi) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Reorganized Parent, or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person under the Plan, the Confirmation Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Section 10.7 of the Plan – Exculpation.

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Restructuring Support Agreement and related prepetition transactions, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive Documents, the Corporate Governance Documents, the Prepetition Funded Debt Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Claims or Causes of Action arising from willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, fraudulent transfers) of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any Person to enforce the Plan. and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan, or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. For the avoidance of doubt and notwithstanding anything else in the Plan, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

EXHIBIT 6

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
MODIVCARE INC., *et al.*,	:	Case No. 25-90309 (ARP)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF POTENTIAL ASSUMPTION OF CERTAIN OF DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED LEASES

TO: ALL NON-DEBTOR COUNTERPARTIES TO THE DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED LEASES LISTED ON THE SCHEDULE ATTACHED HERETO

Pursuant to the [*Order (A) Approving Disclosure Statement; (B) Scheduling Confirmation Hearing; (C) Establishing Related Objection and Voting Deadlines; (D) Approving Related Solicitation Procedures, Ballots, and Release Opt-Out Forms and Form and Manner of Notice; (E) Approving Procedures for Assumption of Executory Contracts and Unexpired Leases; (F) Approving Equity Rights Offering Procedures and Related Materials; and (G) Granting Related Relief*] [Docket No. [●] (the "***Solicitation Procedures Order***")[2] entered by the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on [●], 2025, the above-captioned debtors and debtors-in-possession (the "***Debtors***"), hereby provide notice (this "***Assumption Notice***") dated as of [●, 2025] (the "***Notice Date***"), that one or more of the Debtors is party to the contract(s) or lease(s) (each a "***Designated Contract***") listed on **Schedule 1** attached hereto (the "***Contract Schedule***") that the Debtors may choose to assume pursuant to section 365 of the Bankruptcy Code.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY (A "*COUNTERPARTY*") TO A DESIGNATED

[1] A complete list of each of the Debtors in these Chapter 11 Cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Solicitation Procedures Order.

CONTRACT, WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON THE CONTRACT SCHEDULE ATTACHED HERETO AS SCHEDULE 1.[3]

For each of the Designated Contracts, the Contract Schedule sets forth the amount the Debtors' records reflect is owing to cure any monetary default under such Designated Contract (the "***Cure Amount***")[4] pursuant to section 365 of the Bankruptcy Code; *provided*, that each Cure Amount **does not reflect** ordinary course charges that have accrued since the commencement of the Chapter 11 Cases on August 20, 2025 (the "***Petition Date***"), which (a) remain unpaid and (b) are not overdue and have not otherwise triggered a default under the Designated Contract.

If the Contract Schedule lists a Cure Amount of $0.00 for a particular Designated Contract, the Debtors believe there is no overdue amount outstanding for that Designated Contract as of the Notice Date. If you agree with the Cure Amount associated with a Designated Contract to which you are a party as of Notice Date, you do not need to take any action. In accordance with the Solicitation Procedures Order, the Debtors shall pay Cure Amounts for those Designated Contracts that they ultimately assume as soon as reasonably practicable after the effective date of the assumption of such Designated Contract.

If you disagree with the Cure Amount set forth in the Contract Schedule, object to the proposed assumption of one or more Designated Contracts, or object to the Debtors' ability to provide adequate assurance of future performance with respect to any Designated Contract, you must file an objection (an "***Assumption Objection***") with the Court by no later than 4:00 p.m. (prevailing Central Time) on the date that is 14 days after service of this Notice (the "***Assumption Objection Deadline***"). Any Assumption Objection must (a) be in writing; (b) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof; (c) comply with the Bankruptcy Rules, Bankruptcy Local Rules, and orders of the Court; and (d) be filed with the Court so that it is **actually received** no later than the Assumption Objection Deadline by the parties listed below (the "***Notice Parties***"). **Failure to submit an Assumption Objection by the Assumption Objection Deadline constitute a complete waiver of your right to dispute or otherwise reserve rights with respect to**: (a) the Cure Amount; (b) the ability of the Debtors to provide adequate assurance of future performance; or (c) any other matter pertaining the assumption of the relevant Designated Contract, including, but not limited to, any right or objection that you may be entitled to assert under section 365(c) of the Bankruptcy Code

Notice Parties. The Notice Parties are:

The Debtors	***Proposed Co-Counsel to the Debtors***
ModivCare Inc. 6900 E. Layton Avenue Suite 1100 & 1200	Latham & Watkins LLP 1271 Avenue of the Americas

[3] This Assumption Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Assumption Notice is *not* an admission by the Debtors that such contract or lease is executory or unexpired.

[4] For the avoidance of doubt, any payment made by a Debtor to a Counterparty under an Executory Contract or Unexpired Lease prior to date that the Debtors' confirmed chapter 11 plan becomes effective will be deducted from the Cure Amount to reduce the outstanding balance.

Denver, CO 80237 Attn: Faisal Khan, and Chad Shandler Email: faisal.khan@modivcare.com, and chad.shandler@fticonsulting.com	New York, NY 10020 Attn: Ray C. Schrock, Keith A. Simon, George Klidonas, and Jonathan Weichselbaum Email: ray.schrock@lw.com, keith.simon@lw.com, george.klidonas@lw.com, and jon.weichselbaum@lw.com
Proposed Co-Counsel to the Debtors Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Tad Davidson, Catherine Rankin, Brandon Bell Email: taddavidson@hunton.com crankin@hunton.com, and bbell@hunton.com	***Proposed Counsel to the Creditors Committee*** [●] [●] [●] Attn: [●] Email: [●]
Counsel to the First Lien Agent, the Consenting Creditors, and the DIP Lenders Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Kris Hansen, Email: krishansen@paulhastings.com -and- Paul Hastings LLP 71 South Wacker Drive Suite 4500 Chicago, IL 60606 Attn: Matt Warren, and Lindsey Henrikson Email: mattwarren@paulhastings.com, and lindsey.henrikson@paulhastings.com	***Office of the United States Trustee for Region 7*** 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Jana Whitworth Email: jana.whitworth@usdoj.gov

Pursuant to the Solicitation Procedures Order, any Assumption Objection that is not timely filed and served by the Objection Deadline may not be considered by the Court and may be overruled without further notice. If you fail to timely file and serve an Assumption Objection, you shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amounts or claims (as defined in section 101(5) of the Bankruptcy Code) that arose, accrued or were incurred at any time on or prior to the date of this Assumption Notice on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates, any reorganized Debtor (a

"***Reorganized Debtor***"), any assignee with respect to the Designated Contracts, or any purchaser or transferee of the Debtors' or Reorganized Debtors' properties on account of the assumption and/or assignment of such Designated Contract.

In the event of a timely filed Assumption Objection by a Counterparty that is not resolved between the Debtors and the Counterparty, the Court shall hear such Assumption Objection and determine the amount of any disputed Cure Amount not settled by the parties at the Confirmation Hearing, which is scheduled to take place on [November 18], 2025 at [●] [a.m./p.m.] (prevailing Central Time) in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.[5] The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on such parties as the Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

The Debtors' listing of a Designated Contract on the Contract Schedule shall not be deemed or construed as (a) a promise by the Debtors to seek the assumption of such Designated Contract, (b) a limitation or waiver on the Debtors' ability to amend, modify or supplement this Assumption Notice, including by providing an updated Cure Amount for a particular Designated Contract, which updated Cure Amount may be lower than the Cure Amount listed for such particular Designated Contract on this Notice, (c) a limitation or waiver on the Debtors' ability to seek to reject any Designated Contract, or (d) an admission that any Designated Contract is, in fact, an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Designated Contract pursuant to section 365(a) of the Bankruptcy Code and nothing herein (a) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims that a Counterparty may hold against the Debtors that under such Designated Contract, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of a counterparty to a Designated Contract against the Debtors that may arise under such Designated Contract. The Debtors reserve all their rights, claims and causes of action with respect to the contracts, leases and other agreements listed on the Contract Schedule.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to the Plan or any prior order of the Court (including, without limitation, any "change in control" provision, "change of control" provision, or provision with words of similar import) prohibits, restricts or conditions, or purports to prohibit,

[5] If the hearing occurs over video conference the Court will utilize GoToMeeting for the hearing. You should download the free GoToMeeting application on each device that will be used to connect to the hearing. If you choose to connect via a web browser, available literature suggests that Chrome is the preferred browser. Please note that connecting through a browser may limit the availability of some GoToMeeting features. To connect to the hearing, you should enter the meeting code "JudgePerez". You can also connect using the link on Judge Pérez's homepage on the Southern District of Texas website. Once connected to GoToMeeting, click the settings icon in the upper right corner and enter your name under the personal information setting. In either event, audio for the Confirmation Hearing will be available by using the Court's regular dial-in number. The dial-in number is (832) 917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Pérez's conference room number is 282694.

restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (i) the commencement of the Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or consummation of the Plan, then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan.

All documents filed with the Court in connection with the above-captioned Chapter 11 Cases, including the Solicitation Procedures Order, the Disclosure Statement, and the Plan may be obtained free of charge by visiting the solicitation website maintained by the Debtors' balloting and solicitation agent, Kurtzman Carson Consultants, LLC (d/b/a Verita Global) (the "***Solicitation Agent***"), at https://www.veritaglobal.net/ModivCare. Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International) or submitting an inquiry at https://www.veritaglobal.net/ModivCare/Inquiry. You may also obtain these documents and any other pleadings filed in the Debtors' Chapter 11 Cases (for a fee) at: www.txs.uscourts.gov.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE SOLICITATION AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE SOLICITATION AGENT CANNOT PROVIDE LEGAL ADVICE.

Dated: [●], 2025
Houston, Texas

Respectfully submitted,

/s/ [DRAFT]

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[*Proposed*] *Co-Counsel for the Debtors and Debtors in Possession*

Schedule 1

Designated Contracts

Counterparty to Debtor	Title/Description of Contract/Lease	Debtor Party to Contract/Lease	Cure Amount[1]
[•]	[•]	[•]	[•]

[1] The Cure Amounts represent the Debtors' good faith estimate (according to their books and records) of the amount necessary to cure any default under each agreement listed herein. The Cure Amounts do not include ordinary course charges that have accrued since Petition Date which (a) remain unpaid and (b) are not overdue and have not otherwise triggered a default under the Designated Contract.

Exhibit 7-A

Equity Rights Offering Procedures

MODIVCARE INC. (THE "COMPANY")
EQUITY RIGHTS OFFERING PROCEDURES[1]

FOR USE BY UNSECURED NOTEHOLDERS

- **Each holder of an Allowed General Unsecured Claim (including an Allowed Unsecured Notes Claim but excluding any First Lien Deficiency Claim or Second Lien Deficiency Claim) is being granted the right to participate in the Equity Rights Offering (as defined below).**

- **Such holders are *not* required to exercise any of their Subscription Rights, but they may if they wish to do so and they follow the required procedures. Note that these Equity Rights Offering Procedures are only for use by holders of an Unsecured Notes Claim. All holders of any other Allowed General Unsecured Claim being granted the right to participate in the Equity Rights Offering (such other claim, a "GUC") should follow the separately provided procedures for participation in the Equity Rights Offering.**

- **If you are a holder of an Unsecured Notes Claim as of the Record Date, you may participate in the Equity Rights Offering only if you: (a) are an "*accredited investor*" (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a "*qualified institutional buyer*" (within the meaning of Rule 144A of the Securities Act) and (b) hold at least $2,000 in principal amount of Unsecured Notes (each such holder, an "Eligible Holder"). Definitions of the terms "accredited investor" and "qualified institutional buyer" are included as Annex A to the Subscription Form.**

- **If you are an Eligible Holder and you exercise your Subscription Rights, you will have to PAY the Purchase Price (as defined below) for such exercise as described further below.**

- **If the Equity Rights Offering is consummated, Eligible Holders who have timely and validly exercised their applicable Subscription Rights, including payments therefor, will receive the corresponding number of Equity Rights Offering Shares (as defined below) that were purchased.**

- **Notwithstanding whether Eligible Holders have exercised any of their Subscription Rights, consummation of the Equity Rights Offering is subject to, among other things, confirmation of the Plan (as defined below) and the simultaneous occurrence of the Effective Date.**

[1] Capitalized terms used and not defined herein shall have the meaning assigned to them in the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*. In the event of any conflict, inconsistency or discrepancy between statements contained herein and any statements in the Plan (as it may be amended, modified or supplemented from time to time), the Plan (as it may be amended, modified or supplemented from time to time) will govern and control for all purposes.

- **Additional information is provided in this document and in the Subscription Form enclosed herewith.**

The Subscription Rights and the Equity Rights Offering Shares are being distributed and issued by the Company without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act, the safe harbor of Regulation D promulgated thereunder or such other exemption from registration as may be available under the Securities Act and any other applicable securities laws. None of the Subscription Rights or the Equity Rights Offering Shares have been, nor is it anticipated that they will be, registered under the Securities Act or any state or local law requiring registration for offer and sale of a security.

The Subscription Rights will not be detachable or transferable. Any purported transfer shall be void and without effect, and neither the transferor nor the purported transferee will receive any Equity Rights Offering Shares otherwise purchasable on account of such transferred Subscription Rights.

Each Equity Rights Offering Share issued upon exercise of a Subscription Right in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder shall be imprinted or otherwise associated with a legend in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

The Disclosure Statement (as defined below) has previously been distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan and that document sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder prior to making a decision to participate in the Equity Rights Offering. Additional copies of the Disclosure Statement are available upon request from Kurtzman Carson Consultants LLC d/b/a Verita Global, the subscription agent for the Equity Rights Offering (the "Subscription Agent"), at the following address:

ModivCare Inc.
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245
+1 (877) 499-4509 (U.S./Canada)
+1 (917) 281-4800 (International)
Email: ModivCareBallots@veritaglobal.com

The Equity Rights Offering is being conducted by the Company in good faith and in compliance with chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

Eligible Holders should note the following times relating to the Equity Rights Offering:

Date	**Calendar Date**	**Event / Notes**
Record Date	5:00 p.m. prevailing Eastern Time on [●], 2025	The date and time fixed for the determination of the holders of an Allowed Unsecured Notes Claim entitled to participate in the Equity Rights Offering.
Subscription Commencement Date	[●], 2025 [(or as soon as reasonably practicable thereafter)]	Commencement of the Equity Rights Offering and the first date on which Eligible Holders are eligible to exercise Subscription Rights.
Subscription Expiration Deadline	5:00 p.m. prevailing Eastern Time on [●], 2025	The deadline for Eligible Holders to exercise Subscription Rights and subscribe for Equity Rights Offering Shares. An Eligible Holder must instruct its Nominees to tender such Eligible Holder's Unsecured Notes, and its Nominees must tender such Eligible Holder's Unsecured Notes, via DTC's ATOP system (each, as defined below) by the Subscription Expiration Deadline.[2] An Eligible Holder's completed Subscription Form with (i) an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and any other information and materials required to be submitted in accordance with the Subscription Form and (ii) the "VOI" reference number generated by the previous tender of Unsecured Notes into ATOP and applicable supporting documentation must be received by the Subscription Agent by the Subscription Expiration Deadline. Eligible Holders must deliver the payment of the aggregate Purchase Price to the

[2] Use of the ATOP system is subject to DTC's agreement. If the ATOP system is not used, a Nominee (as defined below) will be required to arrange for the withdrawal of the corresponding Unsecured Notes via DTC's Deposit / Withdrawal At Custodian ("**DWAC**") system upon instruction by the Subscription Agent and the DWAC withdrawal must be completed by the Subscription Expiration Deadline.

Date	Calendar Date	Event / Notes
		Subscription Agent by the Subscription Expiration Deadline.

To Eligible Holders and Nominees of Eligible Holders:

On [●], 2025, the Debtors filed the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "**Plan**") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division, and the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified or supplemented from time to time, the "**Disclosure Statement**").

Subject to the terms and conditions set forth in the Plan and these Equity Rights Offering Procedures, each holder of an Allowed General Unsecured Claim (inclusive of both Unsecured Notes Claims and GUCs, but excluding any First Lien Deficiency Claims and Second Lien Deficiency Claims) as of the Record Date is entitled to subscribe for its Pro Rata Share of an aggregate amount of up to $200,000,000 of New Common Interests to be issued as of the Effective Date at the Purchase Price (as defined below) (the "**Equity Rights Offering**" and the New Common Interests issued pursuant to the Equity Rights Offering, the "**Equity Rights Offering Shares**"). Eligible Holders who timely and validly elect to participate in the Equity Rights Offering by exercising their Subscription Rights for their corresponding share of the Equity Rights Offering Shares shall purchase such shares at a price per share of $[●] (the "**Purchase Price**").

To participate in the Equity Rights Offering, each Eligible Holder must have instructed its broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee, as applicable (each, a "**Nominee**"), to tender its Unsecured Notes into the account established by the Subscription Agent at The Depository Trust Company ("**DTC**"), and such tender must have occurred prior to the Subscription Expiration Deadline. Each such Unsecured Note tendered shall be frozen from trading unless and until the Equity Rights Offering is terminated.

The amount of time necessary for a Nominee to process and deliver underlying Unsecured Notes via DTC's Automated Tender Offer Program ("**ATOP**") system is variable, and Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their beneficial holder subscription instructions. Failure to submit such beneficial holder subscription instructions on a timely basis may result in forfeiture of an Eligible Holder's rights to participate in the Equity Rights Offering.

No Eligible Holder shall be entitled to participate in the Equity Rights Offering unless the aggregate Purchase Price for the Equity Rights Offering Shares it subscribes for is received by the Subscription Agent by the Subscription Expiration Deadline. Each Eligible Holder must deliver the payment of the aggregate Purchase Price at the same time each returns its Subscription Form to the Subscription Agent, but in no event later than the Subscription Expiration Deadline.

No interest is payable on any advanced funding of the Purchase Price. If the Equity Rights Offering is terminated for any reason, then the applicable Purchase Price previously received by the Subscription Agent will be returned promptly to Eligible Holders as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price.

To participate in the Equity Rights Offering, an Eligible Holder must complete all of the steps outlined below. If an Eligible Holder does not complete all of the steps outlined

below, such Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Equity Rights Offering.

1. Equity Rights Offering

Eligible Holders have the right, but not the obligation, to participate in the Equity Rights Offering.

During the period beginning on the Subscription Commencement Date and ending on the Subscription Expiration Deadline, Eligible Holders are eligible to subscribe for up to their Pro Rata Share of the Equity Rights Offering Shares.

Subject to the terms and conditions set forth in the Plan and these Equity Rights Offering Procedures, each Eligible Holder may timely and validly elect to participate in the Equity Rights Offering and to subscribe for up to its Pro Rata Share of the Equity Rights Offering Shares. Eligible Holders who timely and validly elect to participate in the Equity Rights Offering by exercising their Subscription Rights for their corresponding Equity Rights Offering Shares shall pay the aggregate Purchase Price for such shares. **For the avoidance of doubt, holders should use the principal amount of their Unsecured Notes when calculating their allotted number of Equity Rights Offering Shares on their Subscription Form**.

The Subscription Rights and the corresponding Equity Rights Offering Shares issued in the Equity Rights Offering will be distributed and issued in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. Any Eligible Holder who receives such shares shall be subject to restriction under the Securities Act on its ability to resell those securities.

Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled "TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS."

SUBJECT TO THE TERMS AND CONDITIONS OF THESE EQUITY RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.

2. Rights Exercise Period

The Equity Rights Offering will commence, and the Subscription Rights will be deemed to be delivered, on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Eligible Holder intending to purchase Equity Rights Offering Shares in the Equity Rights Offering must, by the Subscription Expiration Deadline, (i) tender the relevant portion of such Eligible Holder's Unsecured Notes into DTC's ATOP system, (ii) affirmatively elect to exercise its Subscription Rights in the manner set forth in the applicable Subscription Form and (iii) pay the applicable Purchase Price.

Any exercise of the Subscription Rights to purchase the Equity Rights Offering Shares by an Eligible Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise or payment received by the Subscription Agent after the Subscription

Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Subscription Expiration Deadline may be extended by the Company as required by law.

3. Delivery of Subscription Documents

In order to facilitate the exercise of the Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Form and these Equity Rights Offering Procedures will be sent to each eligible Unsecured Noteholder as of the Record Date, together with appropriate instructions for the proper completion, due execution and timely delivery of the executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Equity Rights Offering Shares.

Copies of the Subscription Form and these Equity Rights Offering Procedures may also be obtained by contacting the Subscription Agent or visiting the Debtors' restructuring website at https://www.veritaglobal.net/ModivCare.

4. Exercise of Subscription Rights

In order for an Eligible Holder to validly exercise its Subscription Rights:

(a) such Eligible Holder must instruct its Nominee to electronically deliver the Unsecured Notes through DTC's ATOP system, its Nominee's tender of the Unsecured Notes through ATOP must be ***completed*** prior to the Subscription Expiration Deadline. Any instruction through ATOP must be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof for the Unsecured Notes;

(b) such Eligible Holder must return a duly completed and executed Subscription Form (with an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and any other information and materials required to be submitted in accordance with the Subscription Form) **to its Nominee** (or otherwise follow the directions of its Nominee), and such documents must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline; and

(c) such Eligible Holder must pay, or arrange for the payment by its Nominee of, the applicable aggregate Purchase Price to the Subscription Agent **by wire transfer** of immediately available funds in accordance with the instructions included in the Subscription Form, and the applicable aggregate Purchase Price must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

In the event that the funds received by the Subscription Agent from any Eligible Holder do not correspond to the aggregate Purchase Price payable for the Equity Rights Offering Shares elected to be purchased by such Eligible Holder, the number of the Equity Rights Offering Shares deemed to be purchased by such Eligible Holder will be the lesser of (1) the number of the Equity Rights Offering Shares elected to be purchased by such Eligible Holder as evidenced by the

relevant ATOP submission(s) and (2) a number of the Equity Rights Offering Shares determined by dividing the amount of the funds received by the Purchase Price, in each case up to such Eligible Holder's Pro Rata Share of Equity Rights Offering Shares. In the event any excess funds remain following the adjustment described in the foregoing sentence, such amounts will be returned, without interest, to the applicable Unsecured Noteholder (or its Nominee, as applicable) as soon as reasonably practicable.

The cash paid to the Subscription Agent in accordance with these Equity Rights Offering Procedures will be deposited and held by the Subscription Agent in a segregated account until released to the Debtors in connection with the settlement of the Equity Rights Offering on the Effective Date or in accordance with the Plan. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

5. Transfer Restriction

Once an Eligible Holder has tendered its Unsecured Notes through DTC's ATOP, such Unsecured Notes shall be frozen from trading unless and until the Equity Rights Offering is terminated.

The Subscription Rights are not detachable or transferable. Any purported transfer of the Subscription Rights shall be void and without effect, and the purported transferee will not receive any Equity Rights Offering Shares otherwise purchasable on account of such purported transfer of Subscription Rights. Any Unsecured Notes traded after the Record Date will not be transferred or assigned with the Subscription Rights attached.

Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Equity Rights Offering Procedures, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Equity Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (a) the termination of the Restructuring Support Agreement in accordance with its terms or (b) the earliest date and time when the Debtors revoke or withdraw the Plan. In the event the Equity Rights Offering is terminated, any payments received pursuant to these Equity Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder as soon as reasonably practicable, which is expected to be no later than the later of the date that is 10 Business Days after the date on which the Equity Rights Offering is terminated and the date the Subscription Agent receives the applicable refund information.

7. Settlement of the Equity Rights Offering and Distribution of the Equity Rights Offering Shares

The settlement of the Equity Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Equity Rights Offering Procedures

and the simultaneous occurrence of the Effective Date. The Equity Rights Offering Shares will be issued directly to the Eligible Holder in book-entry form on the books of Reorganized Parent (as defined in the Plan) or Reorganized Parent's transfer agent.

8. Fractional Shares

No fractional Equity Rights Offering Shares will be issued in the Equity Rights Offering. All share allocations will be calculated and rounded down to the nearest whole share, at the beneficial holder level. The total amount of Equity Rights Offering Shares that may be purchased pursuant to the Equity Rights Offering shall be adjusted as necessary to account for the rounding described in this Section 8. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Registration Details

The Equity Rights Offering Shares are not expected to be made DTC-eligible or allocated through DTC; rather, the Debtors will coordinate the issuance of the Equity Rights Offering Shares directly on the books and records of Reorganized Parent or Reorganized Parent's transfer agent. To that end, as part of completing a subscription, each Eligible Holder will be required to provide the information needed for the registration of such Eligible Holder's Equity Rights Offering Shares and the applicable tax form.

10. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of Subscription Rights will be determined in good faith by the Company, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Company may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Subscription Rights. Subscriptions will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Company determines in good faith. In addition, the Subscription Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Subscription Rights.

Before exercising any Subscription Rights, Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

All calculations shall be made in good faith by the Debtors and in accordance with any Allowed Unsecured Notes Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

11. Modification of Procedures

The Debtors reserve the right to modify these Equity Rights Offering Procedures, or adopt additional procedures consistent with these Equity Rights Offering Procedures to effectuate the Equity Rights Offering and to issue the Equity Rights Offering Shares, *provided, however*, to the extent that any modification to these Equity Rights Offering Procedures or adoption of additional

procedures is made after the Subscription Commencement Date and such modification directly, adversely, and materially impacts the Eligible Holders, the Debtors shall provide prompt written notice to each Eligible Holder by posting a notice with respect to such material modification or adoption of additional procedures on the Debtors' case website. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Equity Rights Offering and the issuance of the Equity Rights Offering Shares. The Debtors are not obligated to deliver any notice to the Unsecured Noteholders in connection with any reduction in the size of the Equity Rights Offering.

12. Inquiries and Transmittal of Documents; Subscription Agent

The Equity Rights Offering Instructions for Eligible Holders of Unsecured Notes Claims attached hereto should be carefully read and strictly followed by the Eligible Holders.

Questions relating to the Equity Rights Offering should be directed to the Subscription Agent via email to: ModivCareBallots@veritaglobal.com (please reference "ModivCare Inc. Subscription" in the subject line) or at the following phone number: +1 (877) 499-4509 (U.S./Canada) or +1 (917) 281-4800 (International). Please note that the Subscription Agent is only able to respond to procedural questions regarding the Equity Rights Offering, and cannot provide any information beyond that included in these Equity Rights Offering Procedures and the Subscription Form. An Eligible Holder must follow the directions included herein with respect to providing instructions in connection with the Equity Rights Offering.

The risk of non-delivery of any instructions, documents, and payments to the Subscription Agent is on the Eligible Holder electing to exercise its Subscription Rights and not the Debtors or the Subscription Agent.

13. Failure to Exercise Subscription Rights

Subscription Rights that are not exercised in accordance with these Equity Rights Offering Procedures will be forever and irrevocably relinquished and waived, and none of the Debtors, the Reorganized Parent or any of their respective employees, Affiliates, or professionals shall have any liability for any failure to exercise Subscription Rights. Any attempt to exercise Subscription Rights other than in accordance with these Equity Rights Offering Procedures shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Subscription Agent.

The method of delivery of the Subscription Form or any other required documents is at each Eligible Holder's option and sole risk. In all cases, you should allow sufficient time to ensure timely delivery of (i) your Unsecured Notes by ATOP and (ii) your Subscription Form, the accompanying applicable IRS Form and any other information and materials required to be submitted in accordance with the Subscription Form, in each case, at or prior to the Subscription Expiration Deadline.

MODIVCARE INC.
EQUITY RIGHTS OFFERING INSTRUCTIONS FOR ELIGIBLE HOLDERS OF UNSECURED NOTES CLAIMS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Equity Rights Offering, you must follow the instructions set out below:

- **Review** the worksheet in Item 1 of your Subscription Form, which calculates the maximum number of Equity Rights Offering Shares available for you to purchase. Such amount must be rounded down to the nearest whole share.

- **Review and complete** the worksheet in Item 2 of your Subscription Form to specify the number of Equity Rights Offering Shares you elect to purchase.

- **Review** Item 3 of your Subscription Form to determine the aggregate Purchase Price for such Equity Rights Offering Shares you have elected to purchase.

- **Review** the payment instructions in Item 4 for such Equity Rights Offering Shares you have elected to purchase.

- **Provide your instructions to your Nominee** to submit the applicable portion of your Unsecured Notes via ATOP such that the tender of your Unsecured Notes is ***completed*** at or prior to the Subscription Expiration Deadline. Any instruction through ATOP must be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof for the Unsecured Notes.

- **Read, complete and sign** the certification in Item 5 of your Subscription Form. Participation shall indicate your acceptance and approval of the terms and conditions set forth in these Equity Rights Offering Procedures.

- **Return** your completed and signed Subscription Form and the accompanying applicable IRS Form (and any other information and materials required to be submitted in accordance with the Subscription Form) **to your Nominee** (or as otherwise directed by your Nominee). **Do not return your Subscription Form or any of the related documents to the Subscription Agent** (unless otherwise directed to do so by your Nominee). Nominees (or Eligible Holders that are instructed by their Nominees to return the completed and signed Subscription Form directly to the Subscription Agent) must return the completed and signed Subscription Form and the appropriate IRS tax form such that the Subscription Form and the appropriate IRS tax form (and any other information and materials required to be submitted in accordance with the Subscription Form) are ***actually received*** by the Subscription Agent by no later than the Subscription Expiration Deadline.

- **Arrange for full payment** by wire transfer of immediately available funds of the aggregate Purchase Price, calculated in accordance with Item 3 of your Subscription Form, such that

the payment is ***actually received*** by the Subscription Agent by no later than the Subscription Expiration Deadline.

- Timely submission of (i) your Unsecured Notes via ATOP and (ii) your duly completed and executed Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with the Subscription Form) is the only valid method to participate in the Equity Rights Offering.

The Subscription Expiration Deadline is 5:00 p.m. prevailing Eastern Time on [●], 2025.

Please note that (i) the tender of your Unsecured Notes via ATOP must be completed by the Subscription Expiration Deadline and (ii) your Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with the Subscription Form) and payment of the aggregate Purchase Price must be received by the Subscription Agent no later than the Subscription Expiration Deadline.

If your Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with the Subscription Form) or payment of the aggregate Purchase Price are not received by the Subscription Expiration Deadline, your Subscription Form will not be processed and you will be deemed forever and irrevocably to have relinquished and waived your right to participate in the Equity Rights Offering.

MODIVCARE INC. (THE "COMPANY")
EQUITY RIGHTS OFFERING PROCEDURES[3]

FOR USE BY HOLDERS OF GUCS (AS DEFINED BELOW)

- **Each holder of an Allowed General Unsecured Claim (including an Allowed Unsecured Notes Claim but excluding any First Lien Deficiency Claim or Second Lien Deficiency Claim) is being granted the right to participate in the Equity Rights Offering (as defined below).**

- **Such holders of Allowed General Unsecured Claims are *not* required to exercise any of their Subscription Rights, but they may if they wish to do so and they follow the required procedures. Note that these Equity Rights Offering Procedures are only for use by holders of an Allowed General Unsecured Claim that is not an Unsecured Notes Claim (such a remaining claim, a "GUC"). All holders of Unsecured Notes Claims being granted the right to participate in the Equity Rights Offering should follow the separately provided procedures for participation in the Equity Rights Offering.**

- **If you are a holder of a GUC as of the Record Date, you may participate in the Equity Rights Offering only if: (a) you timely submitted an indication of interest to the Subscription Agent (as defined below) in accordance with the solicitation procedures approved by the Bankruptcy Court in connection with the Debtors' solicitation of votes to accept or reject the Plan (as defined below), (b) you are an "*accredited investor*" (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a "*qualified institutional buyer*" (within the meaning of Rule 144A of the Securities Act), (c) on the Debtors' Schedules[4], your GUC is not listed as contingent, disputed or unliquidated and (d) your GUC is not a First Lien Deficiency Claim or a Second Lien Deficiency Claim (each such holder, an "Eligible Holder"). Definitions of the terms "accredited investor" and "qualified institutional buyer" are included as Annex A to the Subscription Form.**

- **If you are an Eligible Holder and you exercise your Subscription Rights, you will have to PAY the Purchase Price (as defined below) for such exercise as described further below.**

- **If the Equity Rights Offering is consummated, Eligible Holders who have timely and validly exercised their applicable Subscription Rights, including payments therefor,**

[3] Capitalized terms used and not defined herein shall have the meaning assigned to them in the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates*. In the event of any conflict, inconsistency or discrepancy between statements contained herein and any statements in the Plan (as it may be amended, modified or supplemented from time to time), the Plan (as it may be amended, modified or supplemented from time to time) will govern and control for all purposes.

[4] "Schedules" means the Debtors' schedules of assets and liabilities to be filed in the Chapter 11 Cases.

will receive the corresponding number of Equity Rights Offering Shares (as defined below) that were purchased.

- **Notwithstanding whether Eligible Holders have exercised any of their Subscription Rights, consummation of the Equity Rights Offering is subject to, among other things, confirmation of the Plan and the simultaneous occurrence of the Effective Date.**

- **Additional information is provided in this document and in the Subscription Form enclosed herewith.**

The Subscription Rights and the Equity Rights Offering Shares are being distributed and issued by the Company without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act, the safe harbor of Regulation D promulgated thereunder or such other exemption from registration as may be available under the Securities Act and any other applicable securities laws. None of the Subscription Rights or the Equity Rights Offering Shares have been, nor is it anticipated that they will be, registered under the Securities Act or any state or local law requiring registration for offer and sale of a security.

The Subscription Rights will not be detachable or transferable. Any purported transfer shall be void and without effect, and neither the transferor nor the purported transferee will receive any Equity Rights Offering Shares otherwise purchasable on account of such transferred Subscription Rights.

Each Equity Rights Offering Share issued upon exercise of a Subscription Right in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder shall be imprinted or otherwise associated with a legend in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

The Disclosure Statement (as defined below) has previously been distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan and that document sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder prior to making a decision to participate in the Equity Rights Offering. Additional copies of the Disclosure Statement are available upon request from Kurtzman Carson Consultants LLC d/b/a Verita Global, the subscription agent for the Equity Rights Offering (the "Subscription Agent"), at the following address:

ModivCare Inc.

c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245
+1 (888) 733-1521 (U.S./Canada)
+1 (310) 751-2636 (International)
Submit an inquiry via: www.veritaglobal.net/modivcare/inquiry

The Equity Rights Offering is being conducted by the Company in good faith and in compliance with chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

Eligible Holders should note the following times relating to the Equity Rights Offering:

Date	**Calendar Date**	**Event / Notes**
Record Date	5:00 p.m. prevailing Eastern Time on [●], 2025	The date and time fixed for the determination of the holders of a GUC entitled to participate in the Equity Rights Offering.
Subscription Commencement Date	[●], 2025 [(or as soon as reasonably practicable thereafter)]	Commencement of the Equity Rights Offering and the first date on which Eligible Holders are eligible to exercise Subscription Rights.
Subscription Expiration Deadline	5:00 p.m. prevailing Eastern Time on [●], 2025	The deadline for Eligible Holders to exercise Subscription Rights and subscribe for Equity Rights Offering Shares. An Eligible Holder's completed Subscription Form with an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and any other information and materials required to be submitted in accordance with the Subscription Form must be received by the Subscription Agent by the Subscription Expiration Deadline. Eligible Holders must deliver the payment of the aggregate Purchase Price to the Subscription Agent by the Subscription Expiration Deadline.

To Eligible Holders:

On [●], 2025, the Debtors filed the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "**Plan**") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division, and the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* (as may be amended, modified or supplemented from time to time, the "**Disclosure Statement**").

Subject to the terms and conditions set forth in the Plan and these Equity Rights Offering Procedures, each holder of an Allowed General Unsecured Claim (inclusive of both Unsecured Notes Claims and GUCs, but excluding any First Lien Deficiency Claims and Second Lien Deficiency Claims) as of the Record Date is entitled to subscribe for its Pro Rata Share of an aggregate amount of up to $200,000,000 of New Common Interests to be issued as of the Effective Date at the Purchase Price (as defined below) (the "**Equity Rights Offering**" and the New Common Interests issued pursuant to the Equity Rights Offering, the "**Equity Rights Offering Shares**"). Eligible Holders who timely and validly elect to participate in the Equity Rights Offering by exercising their Subscription Rights for their corresponding share of the Equity Rights Offering Shares shall purchase such shares at a price per share of $[●] (the "**Purchase Price**"). Any GUC that is unliquidated or that otherwise does not specify an amount as of the Record Date shall count as being a Claim for $1 for purposes of calculating the number of Equity Rights Offering Shares associated with such Eligible Holder's Subscription Rights. As further described herein, because the number of Equity Rights Offering Shares are rounded down to the nearest whole share, Eligible Holders of GUCs that are counted as being Claims for $1 will **not** receive Subscription Rights on account of their Claims because their Pro Rata Share of the Equity Rights Offering Shares will be zero.

No Eligible Holder shall be entitled to participate in the Equity Rights Offering unless the aggregate Purchase Price for the Equity Rights Offering Shares it subscribes for is received by the Subscription Agent by the Subscription Expiration Deadline. Each Eligible Holder must deliver the payment of the aggregate Purchase Price at the same time each returns its Subscription Form to the Subscription Agent, but in no event later than the Subscription Expiration Deadline.

No interest is payable on any advanced funding of the Purchase Price. If the Equity Rights Offering is terminated for any reason, then the applicable Purchase Price previously received by the Subscription Agent will be returned promptly to Eligible Holders as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price.

To participate in the Equity Rights Offering, an Eligible Holder must complete all of the steps outlined below. If an Eligible Holder does not complete all of the steps outlined below, such Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Equity Rights Offering.

14. Equity Rights Offering

Eligible Holders have the right, but not the obligation, to participate in the Equity Rights Offering.

During the period beginning on the Subscription Commencement Date and ending on the Subscription Expiration Deadline, Eligible Holders are eligible to subscribe for up to their Pro Rata Share of the Equity Rights Offering Shares.

Subject to the terms and conditions set forth in the Plan and these Equity Rights Offering Procedures, each Eligible Holder may timely and validly elect to participate in the Equity Rights Offering and to subscribe for up to its Pro Rata Share of the Equity Rights Offering Shares. Eligible Holders who timely and validly elect to participate in the Equity Rights Offering by exercising their Subscription Rights for their corresponding Equity Rights Offering Shares shall pay the aggregate Purchase Price for such shares.

The Subscription Rights and the corresponding Equity Rights Offering Shares issued in the Equity Rights Offering will be distributed and issued in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. Any Eligible Holder who receives such shares shall be subject to restriction under the Securities Act on its ability to resell those securities.

Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled "TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS."

SUBJECT TO THE TERMS AND CONDITIONS OF THESE EQUITY RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.

15. Rights Exercise Period

The Equity Rights Offering will commence, and the Subscription Rights will be deemed to be delivered, on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Eligible Holder intending to purchase Equity Rights Offering Shares in the Equity Rights Offering must, by the Subscription Expiration Deadline, affirmatively elect to exercise its Subscription Rights in the manner set forth in the applicable Subscription Form and pay the applicable Purchase Price.

Any exercise of the Subscription Rights to purchase the Equity Rights Offering Shares by an Eligible Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise or payment received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Subscription Expiration Deadline may be extended by the Company as required by law.

16. Delivery of Subscription Documents

In order to facilitate the exercise of the Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Form and these Equity Rights Offering Procedures will be sent to each eligible holder of a GUC as of the Record Date, together with appropriate instructions

for the proper completion, due execution and timely delivery of the executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Equity Rights Offering Shares.

Copies of the Subscription Form and these Equity Rights Offering Procedures may also be obtained by contacting the Subscription Agent or visiting the Debtors' restructuring website at https://www.veritaglobal.net/ModivCare.

17. Exercise of Subscription Rights

In order for an Eligible Holder to validly exercise its Subscription Rights:

(a) such Eligible Holder must return a duly completed and executed Subscription Form (with an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and any other information and materials required to be submitted in accordance with the Subscription Form) **to the Subscription Agent**, and such documents must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline; and

(b) such Eligible Holder must pay the applicable aggregate Purchase Price to the Subscription Agent **by wire transfer** of immediately available funds in accordance with the instructions included in the Subscription Form, and the applicable aggregate Purchase Price must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

In the event that the funds received by the Subscription Agent from any Eligible Holder do not correspond to the aggregate Purchase Price payable for the Equity Rights Offering Shares elected to be purchased by such Eligible Holder, the number of the Equity Rights Offering Shares deemed to be purchased by such Eligible Holder will be the lesser of (1) the number of the Equity Rights Offering Shares elected to be purchased by such Eligible Holder in the duly completed and executed Subscription Form and (2) a number of the Equity Rights Offering Shares determined by dividing the amount of the funds received by the Purchase Price, in each case up to such Eligible Holder's Pro Rata Share of Equity Rights Offering Shares. In the event any excess funds remain following the adjustment described in the foregoing sentence, such amounts will be returned, without interest, to the applicable holder of the GUC as soon as reasonably practicable.

The cash paid to the Subscription Agent in accordance with these Equity Rights Offering Procedures will be deposited and held by the Subscription Agent in a segregated account until released to the Debtors in connection with the settlement of the Equity Rights Offering on the Effective Date or in accordance with the Plan. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

18. Transfer Restriction

The Subscription Rights are not detachable or transferable. Any purported transfer of the Subscription Rights shall be void and without effect, and the purported transferee will not receive any Equity Rights Offering Shares otherwise purchasable on account of such purported transfer of

Subscription Rights. Any GUCs transferred after the Record Date will not be transferred or assigned with the Subscription Rights attached.

Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Equity Rights Offering Procedures, such exercise will be irrevocable.

19. Termination/Return of Payment

Unless the Effective Date has occurred, the Equity Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (a) the termination of the Restructuring Support Agreement in accordance with its terms or (b) the earliest date and time when the Debtors revoke or withdraw the Plan. In the event the Equity Rights Offering is terminated, any payments received pursuant to these Equity Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder as soon as reasonably practicable, which is expected to be no later than the later of the date that is 10 Business Days after the date on which the Equity Rights Offering is terminated and the date the Subscription Agent receives the applicable refund information.

20. Settlement of the Equity Rights Offering and Distribution of the Equity Rights Offering Shares

The settlement of the Equity Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Equity Rights Offering Procedures and the simultaneous occurrence of the Effective Date. The Equity Rights Offering Shares will be issued directly to the Eligible Holder in book-entry form on the books of Reorganized Parent (as defined in the Plan) or Reorganized Parent's transfer agent.

21. Fractional Shares

No fractional Equity Rights Offering Shares will be issued in the Equity Rights Offering. All share allocations will be calculated and rounded down to the nearest whole share, at the beneficial holder level. The total amount of Equity Rights Offering Shares that may be purchased pursuant to the Equity Rights Offering shall be adjusted as necessary to account for the rounding described in this Section 8. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

22. Registration Details

The Equity Rights Offering Shares are not expected to be made eligible with The Depository Trust Company ("**DTC**") or allocated through DTC; rather, the Debtors will coordinate the issuance of the Equity Rights Offering Shares directly on the books and records of Reorganized Parent or Reorganized Parent's transfer agent. To that end, as part of completing a subscription, each Eligible Holder will be required to provide the information needed for the registration of such Eligible Holder's Equity Rights Offering Shares and the applicable tax form.

23. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of Subscription Rights will be determined in good faith by the Company, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Company may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Subscription Rights. Subscriptions will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Company determines in good faith. In addition, the Subscription Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Subscription Rights.

Before exercising any Subscription Rights, Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

All calculations shall be made in good faith by the Debtors and in accordance with any Allowed General Unsecured Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

24. Modification of Procedures

The Debtors reserve the right to modify these Equity Rights Offering Procedures, or adopt additional procedures consistent with these Equity Rights Offering Procedures to effectuate the Equity Rights Offering and to issue the Equity Rights Offering Shares, *provided, however*, to the extent that any modification to these Equity Rights Offering Procedures or adoption of additional procedures is made after the Subscription Commencement Date and such modification directly, adversely, and materially impacts the Eligible Holders, the Debtors shall provide prompt written notice to each Eligible Holder by posting a notice with respect to such material modification or adoption of additional procedures on the Debtors' case website. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Equity Rights Offering and the issuance of the Equity Rights Offering Shares. The Debtors are not obligated to deliver any notice to holders of GUCs in connection with any reduction in the size of the Equity Rights Offering.

25. Inquiries and Transmittal of Documents; Subscription Agent

The Equity Rights Offering Instructions for Eligible Holders of GUCs attached hereto should be carefully read and strictly followed by the Eligible Holders.

Questions relating to the Equity Rights Offering should be directed to the Subscription Agent online via www.veritaglobal.net/modivcare/inquiry or at the following phone number: +1 (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International). Please note that the Subscription Agent is only able to respond to procedural questions regarding the Equity Rights Offering, and cannot provide any information beyond that included in these Equity Rights Offering Procedures and the Subscription Form. An Eligible Holder must follow the directions included herein with respect to providing instructions in connection with the Equity Rights Offering.

The risk of non-delivery of any instructions, documents, and payments to the Subscription Agent is on the Eligible Holder electing to exercise its Subscription Rights and not the Debtors or the Subscription Agent.

26. Failure to Exercise Subscription Rights

Subscription Rights that are not exercised in accordance with these Equity Rights Offering Procedures will be forever and irrevocably relinquished and waived, and none of the Debtors, the Reorganized Parent or any of their respective employees, Affiliates, or professionals shall have any liability for any failure to exercise Subscription Rights. Any attempt to exercise Subscription Rights other than in accordance with these Equity Rights Offering Procedures shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Subscription Agent.

The method of delivery of the Subscription Form or any other required documents is at each Eligible Holder's option and sole risk. In all cases, you should allow sufficient time to ensure timely delivery of your Subscription Form, the accompanying applicable IRS Form and any other information and materials required to be submitted in accordance with the Subscription Form, in each case, at or prior to the Subscription Expiration Deadline.

MODIVCARE INC.
EQUITY RIGHTS OFFERING INSTRUCTIONS FOR ELIGIBLE HOLDERS OF GUCS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Equity Rights Offering, you must follow the instructions set out below:

- **Review** the worksheet in Item 1 of your Subscription Form, which calculates the maximum number of Equity Rights Offering Shares available for you to purchase. Such amount must be rounded down to the nearest whole share.

- **Review** Item 2 of your Subscription Form to determine the aggregate Purchase Price for such Equity Rights Offering Shares you have elected to purchase.

- **Review** the payment instructions in Item 3 for such Equity Rights Offering Shares you have elected to purchase.

- **Read, complete and sign** the certification in Item 4 of your Subscription Form. Participation shall indicate your acceptance and approval of the terms and conditions set forth in these Equity Rights Offering Procedures.

- **Return** your completed and signed Subscription Form and the accompanying applicable IRS Form (and any other information and materials required to be submitted in accordance with the Subscription Form) **to the Subscription Agent** by no later than the Subscription Expiration Deadline, such that the Subscription Form and the appropriate IRS tax form (and any other information and materials required to be submitted in accordance with the Subscription Form) are ***actually received*** by the Subscription Agent by no later than the Subscription Expiration Deadline.

- **Arrange for full payment** by wire transfer of immediately available funds of the aggregate Purchase Price, calculated in accordance with Item 2 of your Subscription Form, such that the payment is ***actually received*** by the Subscription Agent no later than the Subscription Expiration Deadline.

- Timely submission of your duly completed and executed Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with the Subscription Form) is the only valid method to participate in the Equity Rights Offering.

The Subscription Expiration Deadline is 5:00 p.m. prevailing Eastern Time on [●], 2025.

Please note that your Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with the Subscription Form) and payment of the aggregate Purchase Price must be received by the Subscription Agent no later than the Subscription Expiration Deadline.

If your Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with the Subscription Form) or payment of the aggregate Purchase Price are not received by the Subscription Expiration Deadline, your Subscription Form will not be processed and you will be deemed forever and irrevocably to have relinquished and waived your right to participate in the Equity Rights Offering.

Exhibit 7-B

Subscription Form

MODIVCARE INC. (THE "COMPANY")
EQUITY RIGHTS OFFERING SUBSCRIPTION FORM

FOR USE BY UNSECURED NOTEHOLDERS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [●], 2025

SUBSCRIPTION EXPIRATION DEADLINE

The deadline for: (i) your broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee, as applicable that holds your Unsecured Notes in "street name" (each, a "Nominee") to tender your applicable Unsecured Notes via the Automated Tender Offer Program ("ATOP") of the Depository Trust Company ("DTC"), (ii) Eligible Holders to submit a duly completed and executed Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with this Subscription Form) and (iii) Eligible Holders to deliver the aggregate Purchase Price, is 5:00 p.m. prevailing Eastern Time on [●], 2025 (the "Subscription Expiration Deadline").

Capitalized terms used but not defined herein shall have the meaning assigned to them in the Equity Rights Offering Procedures enclosed herewith (the "Equity Rights Offering Procedures").

Please note that your Unsecured Notes must be delivered via DTC's ATOP platform prior to the Subscription Expiration Deadline, and (i) your duly completed and executed Subscription Form and accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable and (ii) the payment of the aggregate Purchase Price, in each case, must be received by the Subscription Agent no later than the Subscription Expiration Deadline. If you do not comply with all of the Subscription Steps (as defined below) by the applicable deadlines, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Equity Rights Offering.

Please allot sufficient time to coordinate with your Nominee, so that your completed Subscription Form includes the applicable ATOP numbers and wire detail and is actually received by the Subscription Agent on or before the Subscription Expiration Deadline.

The Subscription Rights and the Equity Rights Offering Shares are being distributed and issued by the Company without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act, the safe harbor of Regulation D promulgated thereunder or such other exemption from registration as may be available under the Securities Act and any other applicable securities laws. None of the Subscription Rights or Equity Rights Offering Shares have been, nor is it anticipated that they will be, registered under the Securities Act or any state or local law requiring registration for the offer or sale of a security.

None of the Subscription Rights or Equity Rights Offering Shares have been, nor is it anticipated that they will be, registered under the Securities Act or any state or local law requiring registration for the offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Equity Rights Offering Procedures (including the Equity Rights Offering Instructions for Unsecured Noteholders attached thereto)

for additional information with respect to this Subscription Form.

If you have any questions, please contact the Subscription Agent via email at ModivCareBallots@veritaglobal.com, or at one of the following phone numbers: +1 (877) 499-4509 (U.S./Canada) or +1 (917) 281-4800 (International).

The record date for the determination of Eligible Holders of Unsecured Notes Claims for participation in the Equity Rights Offering is [●], 2025 (the "Record Date").

Subscription Steps

In order to exercise the Subscription Rights and subscribe for the Equity Rights Offering Shares, you must follow the subscription steps listed below (the "Subscription Steps"):

1. **Submit your Unsecured Notes via ATOP**: You must instruct your Nominee to electronically deliver any Unsecured Notes you wish your Nominee to deliver via DTC's ATOP platform, and the Nominee's delivery of the Unsecured Notes through ATOP must be ***completed*** by the Subscription Expiration Deadline. In order to complete Step 2 below, you must retrieve the Voluntary Offer Instruction number(s) from the Nominee that tendered your Unsecured Notes for inclusion on this Subscription Form.

2. **Provide Registration Details and Other Required Information**: You must return a duly completed and executed Subscription Form with all relevant details (including those listed on **Exhibit A** hereto) and the IRS Form W-9 or appropriate IRS Form W-8, as applicable (these forms may be obtained from www.irs.gov), to your Nominee (or otherwise follow the directions of your Nominee), and such documents must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

3. **Deliver Payment of the Aggregate Purchase Price**: Unsecured Noteholders must deliver full payment of the aggregate Purchase Price to the Subscription Agent no later than the Subscription Expiration Deadline, in accordance with the wire instructions provided in Item 4 below, and the applicable aggregate Purchase Price must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

BY FILLING IN THE DETAILS IN ITEMS 1, 2 AND 3 YOU ARE INDICATING THAT THE UNSECURED NOTEHOLDER IS THE BENEFICIAL HOLDER OF THE UNSECURED NOTES.

Item 1. Subscription Rights Calculation Worksheet.

In order to exercise your Subscription Rights and subscribe for the Equity Rights Offering Shares, you must have instructed your Nominee to electronically deliver your Unsecured Notes into ATOP and such tender must have occurred prior to the Subscription Expiration Deadline. By tendering (or causing to be tendered) Unsecured Notes into ATOP, the Unsecured Noteholder is certifying that it holds the Unsecured Notes as of the Record Date, is eligible to participate in the Equity Rights Offering, and agrees to be bound by the terms of the Equity Rights Offering. An Unsecured Noteholder must tender a minimum of $2,000 of Unsecured Notes to participate in the Equity Rights Offering and integral multiples of $1,000 in excess thereof. Therefore, DTC will only accept minimum tenders of $2,000 of Unsecured Notes or more and in integral multiples of $1,000 in excess thereof thereafter. Nominees must submit instructions on account of each of their Unsecured Noteholder clients separately. "Bulk tenders" into ATOP will not be permitted.

IMPORTANT NOTE: IF YOU HOLD YOUR UNSECURED NOTES THROUGH MORE THAN ONE NOMINEE, YOU MUST GIVE INSTRUCTIONS TO EACH APPLICABLE NOMINEE.

Use the worksheet below to determine the number of Equity Rights Offering Shares which you may subscribe for based on the principal amount of your Unsecured Notes electronically delivered through ATOP. Please include the principal (face) amount of your Unsecured Notes only—do not include any accrued or unmatured interest. If you do not know the principal amount of your Unsecured Notes held, please contact your Nominee immediately.

Each Unsecured Noteholder is entitled to subscribe for [●] Equity Rights Offering Shares per $1,000 amount of the Unsecured Notes. The maximum number of Equity Rights Offering Shares for which you may subscribe, based on the principal amount shown below, is calculated as follows:

Description of Unsecured Notes:	*CUSIP/ISIN*	*Principal Amount*		*Subscription Rate **		*The maximum Equity Rights Offering Shares based on your Unsecured Notes claim (the "Maximum Participation Amount") is:*
5.000% Senior Unsecured Notes due 2029	[●] / [●]	$_____	x	[●]	=	1. _____ (Round down to nearest whole share)

**** Rate to convert the principal amount into the number of Equity Rights Offering Shares (includes accrued interest where applicable).***

Item 2. Subscription Rights Exercise and Nominee Instruction.

Use the worksheet below to list the amount of Unsecured Notes you wish your Nominee to deliver electronically via ATOP. Please include the principal (face) amount of your Unsecured Notes only—do not include any accrued or unmatured interest. If you do not know the principal amount of your Unsecured Notes held, please contact your Nominee immediately. **The Subscription Agent will not deliver any of your Unsecured Notes via ATOP. Only your Nominee can deliver your Unsecured Notes via ATOP on your behalf.**

The principal amount of Unsecured Notes you instruct your Nominee to deliver via ATOP and (if calculated

correctly) the corresponding number of Equity Rights Offering Shares for which you wish to subscribe are shown below and should be used to calculate the aggregate Purchase Price in Item 3 below.

Any instruction through ATOP must be in minimum denominations of $2,000 for the Unsecured Notes and integral multiples of $1,000 in excess thereof.

Please note that the amount shown in this Item 2 must be no greater than the principal amount of Unsecured Notes that your Nominee electronically delivers on your behalf via ATOP. If there is a discrepancy between the amount set forth in this Item 2 below and the amount(s) delivered via ATOP, the amount delivered through ATOP shall control. Moreover, please note that if your calculations are incorrect, the amount of Unsecured Notes tendered into ATOP will control regarding the amount of Equity Rights Offering Shares that you are committed to purchase pursuant to this Equity Rights Offering.

IMPORTANT NOTE: You must instruct your Nominee to deliver your Unsecured Notes via ATOP to exercise your Subscription Rights. You may exercise any portion of your principal amount of Unsecured Notes, up to the total amount you hold. If you do not wish to exercise 100% of your Subscription Rights, you should instruct your Nominee to only submit the principal amount of Unsecured Notes associated with the number of Subscription Rights you wish to exercise. For example, if you only wish to exercise 50% of your Subscription Rights, you should instruct your Nominee to only deliver 50% of your principal amount of Unsecured Notes via ATOP. Once your Nominee has tendered your Unsecured Notes through ATOP, such Unsecured Notes shall be frozen from trading unless and until the Equity Rights Offering is terminated.

Description of Unsecured Notes:	*CUSIP/ISIN*	*Principal Amount you request your Nominee to deliver via ATOP (may not exceed principal amount held)*		*Subscription Rate **		*Number of Equity Rights Offering Shares based on your Unsecured Notes you are requesting be submitted via ATOP*	*DTC ATOP Confirmation Number (VOI) (one ATOP Confirmation Number per CUSIP)*	*DTC Participant Number*	*DTC Participant Name*
5.000% Senior Unsecured Notes due 2029	[●]/ [●]	$_____	x	[●]	=	2 _____ (Round down to nearest whole share) (Insert into Item 3 below)			

**** Rate to convert the principal amount into the number of Equity Rights Offering Shares (includes accrued interest where applicable).***

Item 3. Calculation of Aggregate Purchase Price for Equity Rights Offering Shares

By filling in the following blanks, you are indicating that the Unsecured Noteholder is interested in purchasing the number of Equity Rights Offering Shares specified in Item 2 above (which does not exceed the Maximum Participation Amount calculated in Item 1), on the terms and subject to the conditions set forth in the Equity Rights Offering Procedures.

	Equity Rights Offering Shares		*Price per share of Equity Rights Offering Shares*		*Aggregate Purchase Price*
3.	_____ Total number of shares of New Common Interests you elect to purchase	X	**$[●]**	=	_____ 3. Total Amount (rounded down to nearest cent)

For the avoidance of doubt, the exercise of your Subscription Rights will be based solely on the principal amount of Unsecured Notes tendered through ATOP and for which payment of the aggregate Purchase Price must be received.

Item 4. Payment Instructions

Payment of the aggregate Purchase Price calculated pursuant to Item 3 above shall be made by wire transfer of immediately available funds. Unsecured Noteholders must deliver full payment of the aggregate Purchase Price by the Subscription Expiration Deadline, and the applicable aggregate Purchase Price must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

Any Unsecured Noteholder that is submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to ensure such payment is ***actually received*** by the Subscription Agent on or prior to the Subscription Expiration Deadline.

Unsecured Noteholders must comply with all the Subscription Steps.

Wire Instructions:

Account Name:	[●]
Bank Account No.:	[●]
ABA/Routing No.:	[●]
[SWIFT:]	[●]
Bank Name:	[●]
Bank Address:	[●]
Reference:	[●]

Item 5. Certification.

The following Certifications are automatically incorporated into any ATOP instruction, regardless of how the Unsecured Noteholder requested to submit its instructions to its Nominee. By electing to subscribe for the amount of Equity Rights Offering Shares, the Unsecured Noteholder hereby certifies that (i) the Unsecured Noteholder is the beneficial owner of the Unsecured Notes set forth in Item 1 above as of the Record Date, or the authorized signatory (the "Authorized Signatory") of such Unsecured Noteholder acting on behalf of the Unsecured Noteholder, (ii) the Unsecured Noteholder has reviewed a copy of the Plan, the Disclosure Statement and the Equity Rights Offering Procedures (including the Equity Rights Offering Instructions for Eligible Holders of Unsecured Notes Claims attached thereto) and other applicable materials, (iii) the Unsecured Noteholder understands that the exercise of the rights under the Equity Rights Offering is subject to all the terms and conditions set forth in the Plan and the Equity Rights Offering Procedures and (iv) the Unsecured Noteholder is an "*accredited investor*" (within the meaning of Rule 501(a) under the Securities Act) or a "*qualified institutional buyer*" (within the meaning of Rule 144A of the Securities Act)[1].

[1] Please see **Annex A** attached hereto for the definitions of the terms "accredited investor" and "qualified institutional buyer."

By electing to subscribe for the amount of Equity Rights Offering Shares shown in Item 2 above, the Unsecured Noteholder (or the Authorized Signatory on behalf of the Unsecured Noteholder) acknowledges that payment of the aggregate Purchase Price associated with such election must be made by the Subscription Expiration Deadline.

The Unsecured Noteholder (or the Authorized Signatory on behalf of such Unsecured Noteholder) acknowledges that, by executing this Subscription Form, the Unsecured Noteholder named below has elected to subscribe for the number of Equity Rights Offering Shares shown in Item 2 above, will be bound to pay the aggregate Purchase Price for the Equity Rights Offering Shares and that it may be liable to the Debtors to the extent of any nonpayment.

Exhibit A

A. Eligible Holder Certification:

Name of Eligible Holder:_____

U.S. Federal Tax EIN/SSN (optional):_____

If Non-U.S. person, check here and attach appropriate IRS Form W-8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Signature:_____

Name of Signatory: _____

Title:_____

Type of account:_____

Address:_____

Telephone Number:_____

Fax:_____

Email:_____

B. Wire Information in the Event a Refund is Needed:

Account Name:_____

Beneficiary Address:_____

Bank Account No. (For International this may be IBAN):_____

ABA/Routing No.:_____

Bank Name:_____

Bank Address:_____

Reference:_____

Swift Instructions (if applicable):_____

C. Registration Details for all Equity Rights Offering Shares to be Issued (given Equity Rights Offering Shares are not DTC-Eligible):

Name of Registered Party: _____

Address 1:_____

Address 2:_____

City/State/Zip:_____

Contact Name:_____

Telephone Number:_____

Email:_____

U.S. Federal Tax EIN/SSN:_____

If Non-U.S. person, check here and attach appropriate IRS Form W-8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Signature:_____

Name of Signatory:_____

Title:_____

Address:_____

Telephone Number:_____

Fax:_____

Email:_____

Annex A

"**Accredited Investor**" is defined in Rule 501 of the U.S. Securities Act of 1933, as amended (the "Securities Act"), as:

(a) any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"); any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the U.S. Securities and Exchange Commission (the "Commission") under section 203(l) or (m) of the Investment Advisers Act; any insurance company as defined in section 2(a)(13) of the Securities Act; any investment company registered under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), or a business development company as defined in section 2(a)(48) of the Investment Company Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act, as amended; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act;

(3) Any organization described in section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "IRC"), corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000;

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010;

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act;

(8) Any entity in which all of the equity owners are accredited investors;

(9) Any entity, of a type not listed in paragraph (a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

(10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (a)(10), the Commission will consider, among others, the following attributes:

(i) the certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(ii) the examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(iii) persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) an indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable;

(11) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of the Investment Company Act, but for the exclusion provided by either section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;

(12) Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act:

(i) With assets under management in excess of $5,000,000,

(ii) That is not formed for the specific purpose of acquiring the securities offered, and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(13) Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

"**Qualified institutional buyer**" is defined in Rule 144A under the Securities Act as:

(a)

(1)

(i) any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$100 million in securities of issuers that are not affiliated with the entity:

(A) any insurance company as defined in Section 2(a)(13) of the Securities Act; Note: A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act, which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

(B) any investment company registered under the Investment Company Act or any

business development company as defined in Section 2(a)(48) of the Investment Company Act;

(C) any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act, as amended;

(D) any plan established and maintained by a U.S. state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any employee benefit plan within the meaning of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (a)(1)(i)(D) or (E) of this section, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act;

(H) any organization described in Section 501(c)(3) of the IRC, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company, or Massachusetts or similar business trust;

(I) any investment adviser registered under the Investment Advisers Act; and

(J) any institutional accredited investor, as defined in Rule 501(a) under the Act, of a type not listed in paragraphs (a)(1)(i)(A) through (I) or paragraphs (a)(1)(ii) through (vi);

(ii) any dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;

(iii) any dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction (as defined below) on behalf of a qualified institutional buyer; Note: A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a qualified institutional buyer without itself having to be a qualified institutional buyer;

(iv) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least US$100 million in securities of issuers, other than issuers that are affiliated with the investment company

or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(A) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(v) any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least US$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(a) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

(b) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(c) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(d) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security

to a qualified institutional buyer, including another dealer acting as riskless principal for a qualified institutional buyer.

MODIVCARE INC. (THE "COMPANY")
EQUITY RIGHTS OFFERING SUBSCRIPTION FORM

FOR USE BY HOLDERS OF GUCS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [●], 2025

SUBSCRIPTION EXPIRATION DEADLINE

The deadline for Eligible Holders to submit a duly completed and executed Subscription Form (with the accompanying applicable IRS form and any other information and materials required to be submitted in accordance with this Subscription Form) and deliver the aggregate Purchase Price is 5:00 p.m. prevailing Eastern Time on [●], 2025 (the "Subscription Expiration Deadline").

Capitalized terms used but not defined herein shall have the meaning assigned to them in the Equity Rights Offering Procedures enclosed herewith (the "Equity Rights Offering Procedures").

Please note that (i) your duly completed and executed Subscription Form and accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable and (ii) the payment of the aggregate Purchase Price, in each case, must be received by the Subscription Agent no later than the Subscription Expiration Deadline. If you do not comply with all of the Subscription Steps (as defined below) by the applicable deadlines, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Equity Rights Offering.

The Subscription Rights and the Equity Rights Offering Shares are being distributed and issued by the Company without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act, the safe harbor of Regulation D promulgated thereunder or such other exemption from registration as may be available under the Securities Act and any other applicable securities laws. None of the Subscription Rights or Equity Rights Offering Shares have been, nor is it anticipated that they will be, registered under the Securities Act or any state or local law requiring registration for the offer or sale of a security.

None of the Subscription Rights or Equity Rights Offering Shares have been, nor is it anticipated that they will be, registered under the Securities Act or any state or local law requiring registration for the offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Equity Rights Offering Procedures (including the Equity Rights Offering Instructions for Eligible Holders of GUCs attached thereto) for additional information with respect to this Subscription Form.

If you have any questions, please contact the Subscription Agent online at www.veritaglobal.net/modivcare/inquiry, or at one of the following phone numbers: +1 (888) 733-1521 (U.S./Canada) or +1 (310) 751-2636 (International).

The record date for the determination of Eligible Holders of GUCs for participation in the Equity Rights Offering is [●], 2025 (the "Record Date").

Subscription Steps

In order to exercise the Subscription Rights and subscribe for the Equity Rights Offering Shares, you must follow the subscription steps listed below (the "Subscription Steps"):

4. **Provide Registration Details and Other Required Information**: You must return a duly completed and executed Subscription Form with all relevant details (including those listed on **Exhibit A** hereto) and the IRS Form W-9 or appropriate IRS Form W-8, as applicable (these forms may be obtained from www.irs.gov), to the Subscription Agent, and such documents must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

5. **Deliver Payment of the Aggregate Purchase Price**: Holders of GUCs must deliver full payment of the aggregate Purchase Price to the Subscription Agent no later than the Subscription Expiration Deadline, in accordance with the wire instructions provided in Item 3 below, and the applicable aggregate Purchase Price must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

BY FILLING IN THE DETAILS IN ITEMS 1 AND 2 YOU ARE INDICATING THAT YOU ARE THE ELIGIBLE HOLDER OF A GUC.

Item 1. Subscription Rights Calculation Worksheet.

Use the worksheet below to determine the number of Equity Rights Offering Shares which you may subscribe for based on the principal amount of your GUC.

Each Eligible Holder is entitled to subscribe for [●] Equity Rights Offering Shares per $1,000 amount of the GUCs. The maximum number of Equity Rights Offering Shares for which you may subscribe, based on the principal amount shown below, is calculated as follows:

Principal Amount		***Subscription Rate ****		***The maximum Equity Rights Offering Shares based on your GUCs (the "Maximum Participation Amount") is:***
$_____	x	[●]	=	1. _____ (Round down to nearest whole share)

**** Rate to convert the principal amount into the number of Equity Rights Offering Shares (includes accrued interest where applicable).***

Item 2. Calculation of Aggregate Purchase Price for Equity Rights Offering Shares

By filling in the following blanks, you are indicating that the Eligible Holder is interested in purchasing the number of Equity Rights Offering Shares specified below (which does not exceed the Maximum Participation Amount calculated in Item 1), on the terms and subject to the conditions set forth in the Equity Rights Offering Procedures.

	Equity Rights Offering Shares		***Price per share of Equity Rights Offering Shares***		***Aggregate Purchase Price***
2.	_____ Total number of shares of New Common Interests you elect to purchase	X	$[●]	=	_____ 2. Total Amount (rounded down to nearest cent)

Item 3. Payment Instructions

Payment of the aggregate Purchase Price calculated pursuant to Item 2 above shall be made by wire transfer of immediately available funds. Eligible Holders must deliver full payment of the aggregate Purchase Price by the Subscription Expiration Deadline, and the applicable aggregate Purchase Price must be ***actually received*** by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders must comply with all the Subscription Steps.

Wire Instructions:

Account Name:	[●]

Bank Account No.:	[●]
ABA/Routing No.:	[●]
[SWIFT:]	[●]
Bank Name:	[●]
Bank Address:	[●]
Reference:	[●]

Item 4. Certification.

By electing to subscribe for the amount of Equity Rights Offering Shares, the undersigned Eligible Holder hereby certifies that (i) the undersigned is the Eligible Holder of the GUCs in the amount set forth in Item 1 above as of the Record Date, or the authorized signatory (the "Authorized Signatory") of such Eligible Holder acting on behalf of the Eligible Holder, (ii) the Eligible Holder has reviewed a copy of the Plan, the Disclosure Statement and the Equity Rights Offering Procedures (including the Equity Rights Offering Instructions for Eligible Holders of GUCs attached thereto) and other applicable materials, (iii) the Eligible Holder understands that the exercise of the rights under the Equity Rights Offering is subject to all the terms and conditions set forth in the Plan and the Equity Rights Offering Procedures and (iv) the Eligible Holder is an "*accredited investor*" (within the meaning of Rule 501(a) under the Securities Act) or a "*qualified institutional buyer*" (within the meaning of Rule 144A of the Securities Act)[2].

By electing to subscribe for the amount of Equity Rights Offering Shares shown in Item 2 above, the Eligible Holder (or the Authorized Signatory on behalf of the Eligible Holder) acknowledges that payment of the aggregate Purchase Price associated with such election will be made by the Subscription Expiration Deadline.

The Eligible Holder (or the Authorized Signatory on behalf of such Eligible Holder) acknowledges that, by executing this Subscription Form, the Eligible Holder named below has elected to subscribe for the number of Equity Rights Offering Shares shown in Item 2 above, will be bound to pay the aggregate Purchase Price for the Equity Rights Offering Shares and that it may be liable to the Debtors to the extent of any nonpayment.

[2] Please see **Annex A** attached hereto for the definitions of the terms "accredited investor" and "qualified institutional buyer."

Exhibit A

D. Eligible Holder Certification:

Name of Eligible Holder:_____

U.S. Federal Tax EIN/SSN (optional):_____

If Non-U.S. person, check here and attach appropriate IRS Form W-8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Signature:_____

Name of Signatory: _____

Title:_____

Type of account:_____

Address:_____

Telephone Number:_____

Fax:_____

Email:_____

E. Wire Information in the Event a Refund is Needed:

Account Name:_____

Beneficiary Address:_____

Bank Account No. (For International this may be IBAN):_____

ABA/Routing No.:_____

Bank Name:_____

Bank Address:_____

Reference:_____

Swift Instructions (if applicable):_____

F. Registration Details for all Equity Rights Offering Shares to be Issued (given Equity Rights Offering Shares are not DTC-Eligible):

Name of Registered Party: _____

Address 1:_____

Address 2:_____

City/State/Zip:_____

Contact Name:_____

Telephone Number:_____

Email:_____

U.S. Federal Tax EIN/SSN:_____

If Non-U.S. person, check here and attach appropriate IRS Form W-8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Signature:_____

Name of Signatory:_____

Title:_____

Address:_____

Telephone Number:_____

Fax:_____

Email:_____

Annex A

"**Accredited Investor**" is defined in Rule 501 of the U.S. Securities Act of 1933, as amended (the "Securities Act"), as:

(b) any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(14) Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"); any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the U.S. Securities and Exchange Commission (the "Commission") under section 203(l) or (m) of the Investment Advisers Act; any insurance company as defined in section 2(a)(13) of the Securities Act; any investment company registered under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), or a business development company as defined in section 2(a)(48) of the Investment Company Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act, as amended; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(15) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act;

(16) Any organization described in section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "IRC"), corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(17) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(18) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000;

(iii) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(D) The person's primary residence shall not be included as an asset;

(E) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(F) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(iv) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(D) Such right was held by the person on July 20, 2010;

(E) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(F) The person held securities of the same issuer, other than such right, on July 20, 2010;

(19) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(20) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act;

(21) Any entity in which all of the equity owners are accredited investors;

(22) Any entity, of a type not listed in paragraph (a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

(23) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (a)(10), the Commission will consider, among others, the following attributes:

(v) the certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(vi) the examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(vii) persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(viii) an indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable;

(24) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of the Investment Company Act, but for the exclusion provided by either section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;

(25) Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act:

(iv) With assets under management in excess of $5,000,000,

(v) That is not formed for the specific purpose of acquiring the securities offered, and

(vi) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(26) Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

"**Qualified institutional buyer**" is defined in Rule 144A under the Securities Act as:

(a)

(1)

(vii) any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$100 million in securities of issuers that are not affiliated with the entity:

(K) any insurance company as defined in Section 2(a)(13) of the Securities Act; Note: A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act, which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

(L) any investment company registered under the Investment Company Act or any

business development company as defined in Section 2(a)(48) of the Investment Company Act;

(M) any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act, as amended;

(N) any plan established and maintained by a U.S. state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(O) any employee benefit plan within the meaning of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended;

(P) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (a)(1)(i)(D) or (E) of this section, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(Q) any business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act;

(R) any organization described in Section 501(c)(3) of the IRC, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company, or Massachusetts or similar business trust;

(S) any investment adviser registered under the Investment Advisers Act; and

(T) any institutional accredited investor, as defined in Rule 501(a) under the Act, of a type not listed in paragraphs (a)(1)(i)(A) through (I) or paragraphs (a)(1)(ii) through (vi);

(viii) any dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;

(ix) any dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction (as defined below) on behalf of a qualified institutional buyer; Note: A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a qualified institutional buyer without itself having to be a qualified institutional buyer;

(x) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least US$100 million in securities of issuers, other than issuers that are affiliated with the investment company

or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(C) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(D) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(xi) any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(xii) any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least US$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(e) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

(f) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(g) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(h) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security

to a qualified institutional buyer, including another dealer acting as riskless principal for a qualified institutional buyer.