

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

In re

MODIVCARE INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-90309 (ARP)

(Jointly Administered)

**STIPULATION AND AGREED ORDER
PERMITTING THE FIRST LIEN ADMINISTRATIVE AGENT TO FILE
A CONSOLIDATED PROOF OF CLAIM UNDER A SINGLE CASE NUMBER**

This stipulation and agreed order (this “*Stipulation*”) is entered into by and among the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) and JPMorgan Chase Bank, N.A. (together with any successor agent, the “*First Lien Agent*” and together with the Debtors, the “*Parties*”), on its own behalf and on behalf of its Holders of Claims pursuant to the Credit Agreement (the “*Holders*”), dated as of February 3, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*First Lien Credit Agreement*”), and solely in its capacity as the first lien administrative agent under the First Lien Credit Agreement, for the reasons and on the terms and conditions set forth below.²

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’ 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 meaning ascribed to them in the *Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates* [Docket No. 119] (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Plan*”).



RECITALS

WHEREAS, on August 20, 2025 (the “*Petition Date*”), each Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “*Court*”);

WHEREAS, on August 27, 2025, the Court entered the *Order Establishing (A) Bar Dates and Related Procedures for Filing Proofs of Claim, (B) Approving the Form and Manner of Notice Thereof, and (C) Granting Related Relief* [Docket No. 66] (the “*Bar Date Order*”), setting October 1, 2025 at 5:00 p.m. prevailing Central Time as the deadline for filing Proofs of Claim (as defined in the Bar Date Order) against the Debtors (the “*Bar Date*”) and specifically providing that each Proof of Claim must state a claim against only one Debtor;

WHEREAS, the First Lien Agent has concluded that, pursuant to the Bar Date Order, it may need to file separate Proofs of Claim against each of the Debtors on account of Claims it wishes to assert under the First Lien Credit Agreement; and

WHEREAS, these multiple Proofs of Claim, if filed in accordance with the terms of the Bar Date Order, would impose a significant administrative burden on the Debtors, the First Lien Agent, the Court, and the Debtors’ notice and claims agent.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS:

1. The recitals set forth above are incorporated herein by this reference as though set forth herein at length.
2. Notwithstanding any provision of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Court, the Bar Date Order, and/or any

other order of this Court, or any approved Proof of Claim form or notice of the Bar Date that would otherwise require the First Lien Agent to file separate Proofs of Claim against each of the Debtors on account of the First Lien Credit Agreement, it is expressly agreed herein, subject to approval of this Stipulation by the Court, that the First Lien Agent, on its own behalf and on behalf of all of the Holders, may file a single consolidated Proof of Claim with respect to any claims arising under or in connection with the First Lien Credit Agreement in the chapter 11 case of ModivCare Inc., Case No. 25-90309 (the “*Lead Case*”), which shall be deemed filed by the First Lien Agent not only in the Lead Case but also in the chapter 11 case of each of the Debtors (the “*Consolidated Claim*”).

3. Further notwithstanding any provision of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Bar Date Order and/or any other order of this Court, or any approved Proof of Claim form or notice of the Bar Date, individual Holders of First Lien Claims (including, for the avoidance of doubt, First Lien RCF Claims and First Lien Term Loan Claims) shall not be required to file Proofs of Claim with respect to Claims arising under or in connection with the First Lien Credit Agreement by the Bar Date.

4. This Stipulation is intended solely for the purpose of administrative convenience and shall not affect the substantive rights of the Debtors, the First Lien Agent, or any other party in interest including, without limitation, with respect to the allowance, amount, validity, extent, or priority of the Consolidated Claim or any objection, defense, offset, or counterclaim with respect thereto; *provided, however*, that the Consolidated Claim shall not be disallowed, reduced or expunged solely on the basis that the Consolidated Claim is filed only in the Lead Case and only against ModivCare Inc. (instead of in the bankruptcy cases of each or any of the other Debtors).

5. Nothing in this Stipulation shall in any way be construed as or deemed to be evidence of or reflect an admission on behalf of any of the Parties to this Stipulation regarding any Claim or right that such Party may have against any other Party to this Stipulation. For the avoidance of doubt, nothing in this Stipulation shall affect, limit or act as a waiver of (i) the Debtors' rights to object to the Consolidated Claim, or its assertion against particular Debtors, on any basis other than compliance with paragraph 7(f) of the Bar Date Order or (ii) any rights of the First Lien Agent or the Prepetition First Lien Lenders under the DIP Orders.

6. As the documents supporting the Consolidated Claim are voluminous and contain confidential information, the First Lien Agent is not required to attach, and will not attach, such documents to the Consolidated Claim, and a summary description of the documents supporting the Consolidated Claim will be filed with the Consolidated Claim instead; *provided that*, upon request by the Debtors, the First Lien Agent shall provide copies of such documents.

7. This Stipulation shall be deemed to apply to and be effective against the affiliates and successors of the First Lien Agent and the Debtors (including, but not limited, to any chapter 7 or 11 trustee).

8. If this Stipulation is not approved by the Court on or before September 29, 2025, any appeal of this Stipulation shall have the immediate effect of tolling the Bar Date, solely with respect to the First Lien Agent, for the period of thirty (30) calendar days from and after the Bar Date, during which time, notwithstanding the occurrence of the Bar Date, the First Lien Agent may file any and all Claims it deems necessary, which Claims shall be, and shall be hereby deemed, timely filed.

9. This Stipulation may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature

transmitted by facsimile or other electronic copy shall be deemed an original signature for purposes of this Stipulation.

10. This Stipulation contains the entire agreement by and among the Parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.

11. This Stipulation may only be changed, modified or otherwise altered in a writing executed by the Parties to this Stipulation. Oral modifications are not permitted.

12. This Stipulation shall be effective immediately upon approval by the Court.

13. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

SO ORDERED, this ____ day of September, 2025

HONORABLE ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

IN WITNESS WHEREOF, the Parties, by their authorized counsel, executed this Stipulation as of the date written below.

Dated: September 25, 2025

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

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