

**MODIVCARE INC. (THE “COMPANY”)
EQUITY RIGHTS OFFERING PROCEDURES¹**

**FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS (OTHER THAN
SECOND LIEN CLAIMS)**

- Each holder of an Allowed General Unsecured Claim (including any Allowed Second Lien Claim) and Allowed Subordinated Unsecured Notes Claim that is an Eligible Holder (as defined below) 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 Eligible Holders of an Allowed General Unsecured Claim that is *not* a Second Lien Claim (any such claim, a “GUC”). All Eligible Holders of Allowed Second Lien Claims and Allowed Subordinated 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 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); (b) your GUC is listed on the Debtors’ Schedules² and is not listed as contingent, disputed, or unliquidated; (c) your GUC is not a First Lien Deficiency Claim; and (d) you do not make the election to receive the GUC Cashout Value (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 (subject to adjustment as described below).

¹ Capitalized terms used and not defined herein shall have the meaning assigned to them in the Plan (as defined below). 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.

² “Schedules” means the Debtors’ schedules of assets and liabilities to be filed in the Chapter 11 Cases.



- 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 U.S. 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, 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 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](http://www.veritaglobal.net/modivcare/inquiry) 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 October 6, 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 | October 24, 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. |
| GUC Cashout Election Deadline | 5:00 p.m. prevailing Eastern Time on November 25, 2025 | The deadline for holders of a GUC to become Eligible Holders by not opting to receive their <i>pro rata</i> share of the GUC Cashout Value. |
| Subscription Expiration Deadline | 5:00 p.m. prevailing Eastern Time on December 5, 2025 | <p>The deadline for Eligible Holders to exercise Subscription Rights and subscribe for Equity Rights Offering Shares.</p> <p>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.</p> <p>Eligible Holders must deliver the payment of the aggregate Purchase Price to the Subscription Agent by the Subscription Expiration Deadline.</p> |

To Eligible Holders:

On October 4, 2025, the Debtors filed the *First Amended 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 First Amended 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 (exclusive of Second Lien Claims) as of the Record Date is entitled to subscribe for its Pro Rata Share³ 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 an indicative price per share of \$12.30⁴ (the “**Purchase Price**”). The Purchase Price and the number of Equity Rights Offering Shares to be received are subject to change as described herein and, as a result, Eligible Holders that elect to participate in the Equity Rights Offering may have a portion of the aggregate Purchase Price paid by such Eligible Holders refunded to them, without interest, as described in Section 6 hereof.

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

³ As used in these Equity Rights Offering Procedures, the term “**Pro Rata Share**” shall mean a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Holder’s GUC bears to the aggregate amount of, collectively, all GUCs (inclusive of Allowed Second Lien Claims) and Allowed Subordinated Unsecured Notes Claims. For these purposes, the aggregate amount of Allowed General Unsecured Claims (other than Allowed Second Lien Claims) is deemed to be \$209,513,244, which represents all Allowed General Unsecured Claims (other than Allowed Second Lien Claims) that are listed on the Debtors’ Schedules and are not listed as contingent, disputed, or unliquidated.

⁴ The Purchase Price of New Common Interests to be issued in the Equity Rights Offering will be the price per New Common Interest representing a valuation at which First Lien Lenders would recover 100% on account of their Allowed First Lien Claims. As further described in the Plan, prior to the Effective Date, holders of Allowed First Lien Claims shall have the opportunity to roll up to an aggregate of \$200,000,000 of the First Lien Loan Facility into Exit Term Loans (“**Takeback Debt**”); *provided*, that the amount by which the takeback portion of the Exit Term Loan is reduced below \$200,000,000 shall ratably reduce the aggregate amount of New Common Interests and New Warrants for distribution to the General Unsecured Claims pool of New Common Interests and New Warrants. As of the date of these Equity Rights Offering Procedures, the holders of Allowed First Lien Claims have not made any determination as to whether to elect to receive Takeback Debt. As a result, the estimated Purchase Price assumes that (i) the total number of New Common Interests to be issued on the Effective Date is 75,000,000, (ii) the holders of Allowed First Lien Claims elect not to receive any Takeback Debt, and (iii) the total equity value of Reorganized Parent and its subsidiaries (the “**Indicative Equity Value**”) is \$922,224,217. For illustrative purposes only, if holders of Allowed First Lien Claims elected to receive only half of the Takeback Debt (e.g., \$100,000,000 aggregate principal amount), the Indicative Equity Value would be reduced to \$822,716,425 and the Purchase Price would be reduced to \$10.97 per share. Likewise, if holders of Allowed First Lien Claims elect to receive the full amount of Takeback Debt (e.g., \$200,000,000 aggregate principal amount), the Indicative Equity Value would be reduced to \$723,403,494 and the Purchase Price would be reduced to \$9.65 per share.

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 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.

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, 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. Any Eligible Holder who receives such shares shall be subject to restriction under the Securities Act and other applicable securities laws 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. UNLESS APPROVED IN WRITING (EMAIL BEING SUFFICIENT) BY THE SUBSCRIPTION AGENT SOLELY TO CURE ADMINISTRATIVE DEFECTS.

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) affirmatively elect to exercise its Subscription Rights in the manner set forth in the applicable Subscription Form and (ii) pay the aggregate Purchase Price for its Equity Rights Offering Shares.

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 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 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 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 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 aggregate Purchase Price must be **actually received** by the Subscription Agent by the Subscription Expiration Deadline.

The Purchase Price for the Equity Rights Offering Shares set forth above is indicative and both the Purchase Price and the number of Equity Rights Offering Shares may be adjusted by the Company on or prior to the Effective Date in order to reflect the election (or non-election) by holders of Allowed First Lien Claims to receive Takeback Debt (such adjusted price, the “**Adjusted Purchase Price**”). The difference between the amount actually paid by such exercising Eligible Holder and the aggregate Adjusted Purchase Price, if any, for all Equity Rights Offering Shares purchased by such exercising Eligible Holder (as the same may be adjusted as provided for herein), shall be refunded, without interest, as provided in Section 6 hereof.

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.

5. 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.

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 and (b) the earliest date and time when the Debtors revoke or withdraw the Plan. In the event the Equity Rights Offering is terminated or an Eligible Holder has funded an amount in excess of the aggregate Adjusted Purchase Price for all Equity Rights Offering Shares being purchased by such Eligible Holder (as adjusted as provided for herein), any payments (or excess payments, as applicable) 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 (or, in connection with any refund of excess payments, after the Effective Date) 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 or its 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 number of Equity Rights Offering Shares that may be purchased pursuant to the Equity Rights Offering shall be adjusted as described above with respect to any change in the Purchase Price and 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 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 its 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 GUC 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 (including, for the avoidance of doubt, any adjustment to the Purchase Price and the number of Equity Rights Offering Shares issuable in the Equity Rights Offering as described herein). 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.

12. 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.

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, 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 (including after the Subscription Expiration Deadline) 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.
- **Review and complete** Sections A, B, and C of Exhibit A of your Subscription Form in order to properly register the Equity Rights Offering Shares on the books of Reorganized Parent or its transfer agent.
- **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 by 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.

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| <p>The Subscription Expiration Deadline is 5:00 p.m. prevailing Eastern Time on December 5, 2025.</p> |
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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.