

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

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In re: : Chapter 11
: :
MODIVCARE INC., *et al.*, : Case No. 25-90309 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
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**DEBTORS' OMNIBUS MOTION FOR ENTRY OF AN
ORDER AUTHORIZING THE DEBTORS TO (A) REJECT
CERTAIN UNEXPIRED LEASES AND (B) ABANDON CERTAIN
REMAINING PERSONAL PROPERTY IN CONNECTION THEREWITH**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

ModivCare Inc. and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the “*Debtors*”) respectfully state as follows in support of this motion (the “*Motion*”):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order (the “*Proposed Order*”), substantially in the form attached hereto, authorizing the Debtors to: (a) reject certain unexpired leases, including any agreements, master leases, subleases, riders, schedules, certificates,

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 these Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.



memoranda, amendments, supplements, guaranties, and any other documents related to thereto, each as set forth on **Exhibit 1** to the Proposed Order (collectively, the “**Rejected Leases**”) with the counterparties to the Rejected Leases (collectively, the “**Landlords**”), and (b) abandon certain remaining personal property that may be located at the Leased Premises (as defined below), in each case, effective as of the rejection date listed on **Exhibit 1** to the Proposed Order (the “**Rejection Date**”).

JURISDICTION AND VENUE

2. 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.

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

4. The statutory and legal predicates for the relief requested herein are sections 105, 362, 365(a), and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas, and the Procedures for Complex Cases in the Southern District of Texas.

BACKGROUND

5. On August 20, 2025 (the “**Petition Date**”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. On September 5, 2025 the Office of the United States Trustee for the Southern District of Texas (the “**U.S. Trustee**”) appointed an official committee of unsecured

creditors (the “*Creditors’ Committee*”) [Docket No. 124]. No request for the appointment of a trustee or an examiner has been made in the Chapter 11 Cases.

6. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Chad J. Shandler in Support of Debtors’ Chapter 11 Petitions and First Day Relief*, filed on the Petition Date [Docket No. 14] (the “*First Day Declaration*”).

7. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

A. The Rejected Leases

8. Both prior to the filing of the Chapter 11 Cases and continuing since the Petition Date, the Debtors and their advisors have been undertaking an extensive analysis of their unexpired leases. As a result of this ongoing analysis, the Debtors determined, in their business judgment, based on a number of factors including, but not limited to, the current lease terms and business needs, that the Rejected Leases identified on **Exhibit 1** attached to the Proposed Order are unnecessary and burdensome to the Debtors’ estates and should be rejected effective as of the Rejection Date. Further, the Debtors, in their business judgment, have determined that the Rejected Leases are not needed for the Debtors’ go forward business operations.

9. As such, the Debtors seek to reject the Rejected Leases effective as of the applicable Rejection Date set forth on **Exhibit 1** to the Proposed Order. By rejecting the Rejected Leases, the Debtors will avoid the accrual of unnecessary administrative expenses with no foreseeable benefits to the Debtors’ estates.

B. Abandonment of Remaining Property in Connection Therewith

10. The Debtors are currently in the process of evaluating the personal property in the respective premises (the “*Leased Premises*”) under the Rejected Leases. The Debtors (a) believe that they will be removing much of the personal property and (b) will endeavor to leave the Leased Premises in a condition that complies with all applicable return obligations under the applicable Rejected Lease. Nevertheless, if the Debtors determine in their reasonable business judgment that the costs associated with the removal of certain personal property or other remaining assets, which may include *de minimis* office equipment and/or furnishings (collectively, the “*Abandoned Property*”), located or stored at or in the Leased Premises could exceed any value that would be realized from the continued use or sale thereof, the Debtors request that the Court authorize, but not direct, the Debtors to abandon the Abandoned Property in connection with the Debtors’ rejection of the applicable Rejected Lease(s) and allow the respective Landlords to utilize or dispose of the Abandoned Property in their sole discretion. The Debtors submit that doing so is in the best interests of their estates and creditors.

BASIS FOR RELIEF**A. Rejection of the Rejected Leases Is an Appropriate Exercise of the Debtors’ Business Judgment**

11. Section 365(a) of the Bankruptcy Code provides that a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). “This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); *see also In re Orion Pictures Corp.*, 4 F. 3d 1095, 1098 (2d Cir. 1993)

(noting that the purpose of rejection of executory contracts is to permit the debtor in possession to renounce title to and abandon burdensome property).

12. A debtor's rejection of an executory contract or unexpired lease is ordinarily governed by the "business judgment" standard. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1989) ("It is well established that 'the question of whether a lease should be rejected . . . is one of business judgment.'") (quoting *Grp. Of Institutional Inv'rs v. Chi., M., St. P & P.R. Co.*, 318 U.S. 523, 550 (1943)); *see also In re Tex. Sheet Metals, Inc.*, 90 B.R. 260, 264 (Bankr. S.D. Tex. 1988) ("The traditional business judgment standard governs the rejection of ordinary executory contracts."). The business judgment standard requires a court to approve a debtor's business decision unless that decision is the product of "bad faith, whim, or caprice." *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (citing *In re Wheeling-Pittsburgh Steel Corp.*, 72 B.R. 845, 849-50 (Bankr. W.D. Pa. 1987)).

13. In applying the business judgment standard, courts have held that rejection of an executory contract or an unexpired lease is appropriate where such rejection would benefit the estate. *See In re Pisces Energy, LLC*, No. 09-36591-H5-11, 2009 WL 7227880, at *6 (Bankr. S.D. Tex. Dec. 21, 2009) ("Courts apply the 'business judgment test,' which requires a showing that the proposed course of action will be advantageous to the estate and the decision be based on sound business judgment."); *see also Orion Pictures*, 4 F.3d at 1098-99 (stating that section 365 of the Bankruptcy Code permits a debtor in possession, subject to court approval, to decide which executory contracts would be beneficial to reject). Thus, upon finding that a debtor exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and other parties in interest, a court should approve the rejection under section 365(a) of the Bankruptcy Code. *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D.

Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course").

14. The Debtors have determined, in the sound exercise of their business judgment, that (a) they no longer need the facilities and space that are subject to the Rejected Leases, and/or (b) the Rejected Leases are above market or no longer provide sufficient benefit or value to the Debtors to justify the cost. Furthermore, the Rejected Leases are unnecessary for the Debtors' future business operations. Absent rejection, the Rejected Leases impose ongoing obligations on the Debtors and their estates that constitute an unnecessary drain on the Debtors' resources without sufficient corresponding benefits associated therewith. The rejection of the Rejected Leases will relieve the Debtors of these unnecessary obligations and, thus, it is in the best interests of their creditors and other parties in interest.

15. Accordingly, to relieve the Debtors of burdensome obligations and avoid unnecessary administrative expenses associated with the Rejected Leases, the Debtors seek to reject the Rejected Leases effective as of the applicable Rejection Date.

B. Rejection of the Rejected Leases Effective as of the Applicable Rejection Date Is Appropriate

16. Courts have long recognized that it is appropriate and consistent with the Bankruptcy Code to grant retroactive rejection of an unexpired lease under certain circumstances. *See, e.g., In re Romacorp, Inc.*, 2006 WL 6544088, at *4 (Bankr. N.D. Tex. Feb. 2, 2006) ("This court is not alone in allowing retroactive rejection of unexpired leases; in fact, a number of other courts around the country have recognized this equitable practice.") (collecting cases); *In re Amber's Stores, Inc.*, 193 B.R. 819, 825–27 (Bankr. N.D. Tex. 1996) ("[T]he Court finds that nothing precludes a bankruptcy court, based on the equities of the case, from approving the trustee's rejection of a non-residential real property lease retroactively to an earlier date."); *see*

also *In re At Home Corp.*, 392 F.3d 1064, 1070 (9th Cir. 2004) (“Fortunately, we need look no further than § 365(d) itself to see that, in appropriate cases, retroactive lease rejection may be ‘necessary or appropriate to carry out’ this provision of Title 11. 11 U.S.C. § 105(a)”); *Thinking Machs. Corp.*, 67 F.3d 1021, 1028 (1st Cir. 1995) (“[A] bankruptcy court’s exercise of its residual equitable powers must be connected to, and advance the purposes of, specific provisions in the Code. There is little question, however, that a retroactive order may be appropriate as long as it promotes the purposes of section 365(a). Consequently, we rule that a bankruptcy court, when principles of equity so dictate, may approve a rejection of a nonresidential lease pursuant to section 365(a) retroactive to the motion filing date.”) (citations omitted).

17. Courts consistently hold that bankruptcy courts may exercise discretion to authorize the rejection of leases to be effective retroactively to a date prior to entry of the order authorizing such rejection where the balance of equities favor such relief. *See, e.g., In re Cafeteria Operators, L.P.*, 299 B.R. 384, 394 (Bankr. N.D. Tex. 2003) (granting retroactive relief for contract rejection where debtors were “receiving no benefit” from the lease); *In re Amber’s Stores*, 193 B.R. at 826 (applying a standard based on the equities of the case); *BP Energy Co. v. Bethlehem Steel Corp.*, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (“[W]e cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); *In re Thinking Machs., Corp.*, 67 F.3d 1021, 1028 (1st. Cir. 1995) (“[B]ankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”). Courts examine various factors when considering whether to approve retroactive rejection, including the costs that a delayed rejection date would otherwise impose on a debtor. *See In re Jamesway Corp.*, 179 B.R. 33, 38–39 (S.D.N.Y. 1995); *see also At Home Corp.*, 392 F.3d at 1072.

18. In this instance, the balance of equities favors approving rejection effective retroactive to the applicable Rejection Date set forth on Exhibit 1 to the Proposed Order (if applicable). As described herein, the Debtors have determined in their sound business judgment that the Rejected Leases are burdensome and unnecessary to their estates. Moreover, the Rejection Date will not occur until the Debtors have surrendered the premises, such that they will retain no further possessory interest in the premises and will obtain no benefit to their estates therefrom. Furthermore, with respect to those Rejected Leases which the Debtors seek to reject retroactively, the Debtors have notified the applicable Landlord about the Debtors' intent to reject the applicable Rejected Lease effective as of the Rejection Date. Therefore, the applicable Landlords will not be prejudiced by the relief requested herein.

19. Accordingly, failure to approve rejection effective as of the applicable Rejection Date would result in the Debtors incurring unnecessary administrative costs associated with the Rejected Leases. In light of the foregoing, the balance of equities favors approving rejection retroactive to the Rejection Date.

C. Abandonment of Remaining Personal Property Is Authorized Pursuant to Section 554(a) of the Bankruptcy Code

20. The Debtors derive authority to abandon the Abandoned Property from section 554(a) of the Bankruptcy Code, which provides that, "after notice and a hearing, the trustee may abandon any property that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The decision to abandon property rests within the business judgment of the debtor. *In re Beach Dev., L.P.*, No. 03-80223-G3-7, 2010 WL 3155255, at *4 (Bankr. S.D. Tex. Aug. 10, 2010) (affording deference to the business judgment of the trustee in abandoning property of the estate). The right to abandon property is virtually unfettered, unless (a) abandonment of the property will contravene laws designed to protect public health and safety

or (b) abandonment of the property poses an imminent threat to the public's welfare. *In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986); see also *In re Commonwealth Oil Ref. Co., Inc.*, 805 F.2d 1175, 1182 (5th Cir. 1986) (noting that the Supreme Court in *Midlantic* recognized only a "limited exception" to the debtor's abandonment power). Neither of these limitations is relevant under the facts and circumstances presented here.

21. Here, although the Debtors believe that they will remove all of their material personal property located or stored at the Leased Premises to the extent required by the Rejected Leases on Exhibit 1, certain immaterial assets may remain at such facilities. Such Abandoned Property is inconsequential to the Debtors' estates and/or the cost of removal or storage of such property exceeds its value and would be burdensome to the Debtors' estates. Therefore, to the extent that any Abandoned Property remains at the Premises, and out of an abundance of caution, the Debtors seek authority to abandon such assets as of the date the Debtors surrender each of the Leased Premises. For the foregoing reasons, the abandonment of the Abandoned Property should be approved by the Court.

D. Section 362 of the Bankruptcy Code Limits the Landlords' Setoff Rights

22. The Debtors request that, consistent with the limitations imposed by section 362 of the Bankruptcy Code and any other applicable law, if any of the Debtors have deposited amounts with any of the Landlords as a security deposit or pursuant to another similar arrangement, or if any of the Landlords owe any of the Debtors any amount pursuant to the Rejected Leases or other agreements between the same parties, the Landlords shall not be permitted to setoff or otherwise use the amounts from such deposit or other similar arrangement, or other amount owed to the Debtors, without the prior order of the Court. *See In re Sweet N Sour 7th Ave. Corp.*, 431 B.R. 63, 70-72 (Bankr. S.D.N.Y. 2010) (automatic stay prohibits landlord from exercising right to set off on debtor's security deposit); *In re Communicall Cent., Inc.*, 106 B.R. 540, 545 (Bankr. N.D. Ill.

1989) (landlords are required to move for relief from the automatic stay to exercise right of set off); *In re Inslaw, Inc.*, 81 B.R. 169, 169-70 (Bankr. D.D.C. 1987) (landlord's right to set off may be utilized only after relief from stay is granted); *In re Village Craftsman, Inc.*, 160 B.R. 740, 747 (Bankr. D. NJ, Nov. 3, 1993) (utility's application of debtor's prepetition security deposit to prepetition utility bills was setoff, thus subject to the automatic stay).

RESERVATION OF RIGHTS

23. Nothing in this Motion is intended to be nor shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to this Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently. Nothing contained in the Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

NOTICE

24. Notice of this Motion will be given to the parties on the Debtors' Master Service List, the Landlords, and all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

25. A copy of the Motion is available on (a) the Court's website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/ModivCare>.

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

Dated: September 18, 2025
Houston, Texas

Respectfully submitted,

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

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

CERTIFICATE OF SERVICE

I certify that on September 18, 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**

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In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	

**ORDER AUTHORIZING THE DEBTORS
TO (A) REJECT CERTAIN UNEXPIRED LEASES AND (B) ABANDON
CERTAIN REMAINING PERSONAL PROPERTY IN CONNECTION THEREWITH**
[Relates to Motion at Docket No. _____]

Upon the motion (the “*Motion*”)² of the Debtors for entry of an Order authorizing the Debtors to (a) reject certain unexpired leases, each as set forth on **Exhibit 1** attached hereto (collectively, the “*Rejected Leases*”), effective as of the applicable Rejection Date and (b) abandon any remaining personal property in connection therewith, all as more fully described 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

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 these Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

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

and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to entry of this Order having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; 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 Debtors are authorized to reject the Rejected Leases identified on **Exhibit 1** attached hereto, including, to the extent applicable, any agreements, amendments, modifications, and subleases related thereto, effective as of the applicable Rejection Date set forth on **Exhibit 1**.

2. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, the Landlords are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtors with any of the Landlords as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the Landlords under the Rejected Leases or other agreements between the same parties, without further order of this Court.

3. The Debtors are authorized to abandon the Abandoned Property, and the Landlords may dispose of the Abandoned Property on the applicable Rejection Date set forth on **Exhibit 1** to the respective Landlord in their sole and absolute discretion without further notice to or the approval from the Debtors or any third party.

4. Third parties, including but not limited to third parties party to the Rejected Leases, shall not impede or interfere in any manner with the removal by the Landlords of their equipment or other property based on any claims, financial or otherwise, against the Debtors whether arising prepetition or postpetition.

5. Nothing in this Order shall prejudice the rights of the Landlords with respect to any claim for damages arising from the rejection of the Rejected Leases and with respect to any objection by the Debtors thereto.

6. Nothing herein shall prejudice the rights of the Debtors to argue (and the Landlords to raise objection thereto) that any of the Rejected Leases were terminated prior to the Petition Date or that any claim for damages arising from the rejection of the Rejected Leases is limited to the remedies available under any applicable termination provision of such contract or lease, as applicable, or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

7. Nothing in the Motion or this Order, or any payment made pursuant to this Order, is intended to be or shall be deemed as (a) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code (other than the Rejected Leases); or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Order. Nothing contained in this Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

8. Notwithstanding Bankruptcy Rule 6004(h) to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

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

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

Signed: _____, 2025
Houston, Texas

ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**Rejected Leases¹**

No.	Debtor	Counterparty	Counterparty Address	Description/Title	Lease Expiration Date	Rejection Date
1.	Modivcare Solutions, LLC	ROC II FAIRLEAD GRAN PARK AVENUES LLC	Attn: Property Manager, ROC II Fairlead Gran park at Avenues LLC, Five Concourse Pkwy, STE 500, Atlanta, GA 30328	IT and Operations	06/30/26	09/30/25
2.	Modivcare Inc.	GPI-CAL REALTY I LP	GPI-OCS LLC c/o Granite Properties, Inc., 5601 Granite Pkwy, STE 1200, Plano TX 75024	Regional Office	03/31/29	09/30/25
3.	Modivcare Solutions, LLC	RNSI CITY PLACE JV LLC	RNSI City Place Owner C/O REDICO Management, Inc., One Towne Square, Suite 1600, Southfield, MI 48076, Attn: SVP- Operations	Regional Office	02/28/29	09/30/25

¹ The Rejected Leases shall include all agreements, master leases, subleases, riders, schedules, certificates, memoranda, amendments, supplements, guaranties, and any other documents related to the lease agreements listed herein.

No.	Debtor	Counterparty	Counterparty Address	Description/Title	Lease Expiration Date	Rejection Date
4.	Multicultural Home Care, Inc.	39 CROSS 79 PROSPECT REALTY TRUST	206 Bear Hill Road, STE 300, Waltham, MA 02451	PCS Local Office	11/30/26	09/30/25
5.	Care Finders Total Care, LLC	WICK SHOPPING PLAZA ASSOCIATES LLC	100 Woodbridge Center Dr. Suite 301 Woodbridge, NJ 07095	PCS Local Office	05/31/28	09/30/25
6.	A & B Homecare Solutions, LLC	MAYNARD ROAD CORP	22 Church St Meriden, CT 06451	PCS Local Office	09/30/26	09/30/25
7.	CareGivers America, LLC	ROBERT L. ALBERTSON, JR.	500 Fowler Ave, Berwick, PA 18603	PCS Local Office	03/31/26	09/30/25
8.	Modivcare Solutions, LLC	MIAMI LAKES CENTER LLC	16600 NW 57th Ave Miami Lakes, FL 33014	Contact Center	08/31/26	10/31/25

No.	Debtor	Counterparty	Counterparty Address	Description/Title	Lease Expiration Date	Rejection Date
9.	Modivcare Solutions, LLC	SEAMLESS CENTENNIAL LTD	Endeavor Real Estate Group P.O. Box 81484 Austin, TX 78708	Contact Center	11/30/30	11/18/25
10.	Care Finders Total Care, LLC	ENGHOUSE INTERACTIVE INC	80 Tiverton Court, 8th Floor Markham, ON L3R 0G4	PCS Back Office Site	03/31/27	12/18/25