

United States Courts
Southern District of Texas
FILED

APR 08 2026

Nathan Ochsner, Clerk of Court

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

**In re:
MODIVCARE INC., et al.,
Reorganized Debtors.**

**Chapter 11
Case No. 25-90309 (ARP)**

**RESPONSE OF GURPREET SINGH TO REORGANIZED DEBTORS' NINTH OMNIBUS CLAIM
OBJECTION**

Claimant, Gurpreet Singh, hereby submits this Response and states as follows:

1. INTRODUCTION

I am the landlord under a valid five (5) year lease agreement with the Debtor. I filed a Proof of Claim based on obligations under the Lease. The Debtors seek to disallow my claim as satisfied through cure amounts. This is incorrect and premature.

2. BACKGROUND

The Lease remains in effect, and the Debtor continues to occupy the premises and make payments. The Lease extends through August 31, 2030.

3. NATURE AND AMOUNT OF CLAIM

Remaining rent through August 31, 2030: \$376,541.56
Tenant improvement reimbursement: \$68,186.00
Leasing commission reimbursement: \$22,594.29

4. OBJECTION IS PREMATURE

Any cure does not extinguish future obligations. The claim includes contingent obligations arising from default, rejection, or termination.

5. PRESERVATION OF RIGHTS

Claimant reserves all rights under 11 U.S.C. § 365 and § 502(b)(6).

6. CONCLUSION

The Court should deny the objection and allow the claim to remain.

Dated: April 2, 2026

Respectfully submitted,

Gurpreet Singh
315 Lum Crowe Rd.
Roswell, GA 30075
Phone: 404-797-8013
Email: plaza.morrow@gmail.com

Gurpreet Singh 4/2/26



CERTIFICATE OF SERVICE

I, Gurpreet Singh, certify that on April 2, 2026, I served a true and correct copy of the foregoing Response to Reorganized Debtors' Ninth Omnibus Claim Objection on counsel for the Reorganized Debtors via electronic mail at the following addresses:

taddavidson@hunton.com
jharbour@hunton.com
catherinerankin@hunton.com
bbell@hunton.com

ray.schrock@lw.com
keith.simon@lw.com
george.klidonas@lw.com
jon.weichselbaum@lw.com

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 2, 2026



Gurpreet Singh

4/2/26

COPY OF LEASE
 &
 ESTOPPEL

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") dated as of June __, 2025 (the "Effective Date"), is made and entered into by and between **1590 ADAMSON LLC**, a Georgia limited liability company ("Landlord"), and **MODIVCARE SOLUTIONS, LLC**, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor-in-interest and Tenant entered into that certain Lease Agreement dated March 2023 with a Commencement Date of April 15, 2023, as amended by that certain First Amendment to Lease Agreement dated April 23, 2024 (as may be amended, modified, and/or supplemented from time to time, collectively, the "Lease") for premises consisting of approximately 3,533 rentable square feet of space (reduced from 6,546 in accordance with the terms of this Second Amendment) known as Suite 300 (hereinafter referred to as the "Premises"), located on the third floor of that certain building consisting of approximately 69,873 rentable square feet of space, located at 1590 Adamson Parkway, Morrow, Georgia 30260 (the "Building"). The Building is commonly known as "The Plaza at Southlake";

WHEREAS, Landlord and Tenant mutually desire to further modify and amend the Lease pursuant to the terms hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises hereto, the keeping and performance of the covenants and agreements hereinafter contained, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference and are made a part hereof as though fully repeated herein verbatim. Except as is otherwise set forth herein, all defined terms and terms of art hereinafter set forth in this Second Amendment that are not defined in this Second Amendment shall have the same meaning as and when such terms of art and defined terms are used in the Lease.

2. **Extension of Lease Term.** Landlord and Tenant hereby agree to extend the Term of the Lease by an additional term of five (5) years and two (2) months (the "Extension Period"). Tenant's Base Rent for the Extension Period shall be as follows and Section 3.(a) of the Lease shall be updated to add the following:

<u>Lease Period</u>	<u>Base Rent Per Stated Period</u>	<u>Monthly Base Rent</u>
7/1/2025 – 7/31/2025	\$9,819.00	\$9,819.00
8/1/2025 – 9/30/2025*	\$5,741.13*	\$2,870.57*
10/1/2025 – 7/31/2026	\$57,411.30	\$5,741.13
8/1/2026 – 7/31/2027	\$70,977.96	\$5,914.83
8/1/2027 – 7/31/2028	\$73,097.76	\$6,091.48
8/1/2028 – 7/31/2029	\$75,288.24	\$6,274.02
8/1/2029 – 7/31/2030	\$77,549.40	\$6,462.45
8/1/2030 – 8/31/2030	\$6,656.76	\$6,656.76

*Notwithstanding anything to the contrary in the Lease, so long as Tenant is not in default under the Lease, Tenant shall be entitled to a fifty percent (50%) abatement of Base Rent with respect to the Premises for the period of August 1, 2025 through September 30, 2025. The maximum total amount of Base Rent abated

with respect to the Premises in accordance with the foregoing shall equal \$5,741.13 (the "*Abated Rent*"). If Tenant defaults under the Lease at any time during the Term and fails to cure such default within any applicable cure period under the Lease, then all Abated Rent shall immediately become due and payable. Only Base Rent shall be abated, and all Additional Rent and other costs and charges specified in this Lease shall remain due and payable pursuant to the provisions of this Lease.

The above table shall govern Tenant's Base Rent obligations during the Extension Period.

3. **Operating Expenses.** Landlord agrees to reset the Base Year for purpose of calculating Operating Expenses under the Lease to 2025. Therefore, for each calendar year during the Term of the Lease, as may be extended, beginning with calendar year 2025, Tenant will pay the Operating Expenses attributable to the Premises in excess of the actual Operating Expenses for calendar year 2025 in accordance with the terms of the Lease.

4. **Landlord's Work.** At Landlord's cost, Landlord shall complete the work described on Exhibit A attached hereto and incorporated herein by this reference ("*Landlord's Work*"). Upon substantial completion of Landlord's Work, Tenant shall complete, execute, and deliver to Landlord the Tenant Acceptance Agreement attached to this Second Amendment as Exhibit B and incorporated herein by this reference.

5. **Reduction of Square Footage of Premises; Updated Tenant's Pro Rata Share.** Prior to the completion of Landlord's Work, the Premise contains 6,546 rentable square feet of space. However, after completion of Landlord's Work, the rentable square feet of space contained within the Premises is estimated to be 3,533. Therefore, due to the change in rentable square footage in the Premises, upon the substantial completion of Landlord's Work, Tenant's "Pro Rata Share" shall be equal to 5.05% and is the percentage representing the ratio that the actual Premises' rentable square footage bears to the Building's actual rentable square footage and is derived by dividing the actual premises' rentable square footage by the Building's actual rentable square footage (3,533/69,873).

6. **Termination Right.** Tenant shall have the right to terminate this Lease effective at the end of the 37th full calendar month following the start of the Extension Period provided: (a) Tenant gives Landlord written notice of such termination at least nine (9) full calendar months prior to the date of termination; and (b) Tenant shall pay to Landlord on or before the date of termination a termination fee equal to: (i) the unamortized Abated Rent; plus (ii) three (3) months' Base Rent at the rate in effect at the time of Tenant's notice; plus (iii) the unamortized portion of cost of Landlord's Work described in this Second Amendment; plus (iv) the unamortized commissions paid by Landlord to the Brokers named in Section 14 below) in connection with the Extension Period of the Lease. For purposes of this provision, all of the foregoing shall be amortized monthly on a straight line basis over the five (5) year one (1) month period of the Extension Period and only the unamortized portion of such costs shall comprise the termination fee. After the completion of Landlord's work and the written request of Tenant, Landlord shall provide Tenant with a written disclosure of the actual dollar amounts for: (i) the total cost of Landlord's Work; and (ii) the brokerage commissions paid by Landlord in connection with the Extension Period. Such disclosure shall be in writing and acknowledged by both parties. If Tenant elects to exercise its termination right, the termination fee shall be calculated based solely on the amounts so disclosed.

7. **Ratification.** Landlord and Tenant agree that, except as is otherwise modified herein, the Lease is hereby ratified and affirmed and is in full force and effect, and Tenant acknowledges that there are no defaults by Landlord thereunder.

8. **Time.** Time is of the essence of the Lease and this Second Amendment.

9. **Binding Effect.** Subject to the restrictions set forth in the Lease, this Second Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and assigns.

10. **Governing Law.** The Lease and this Second Amendment shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event of a dispute arising concerning the Lease or this Second Amendment, said dispute shall be filed and heard in the courts of the State of Georgia located in Clayton County, Georgia. The parties agree to waive all defenses related to personal jurisdiction, venue, forum non conveniens, in any action involving the Lease or this Second Amendment brought in the courts in the State of Georgia located in Clayton County, Georgia.

11. **Severability.** If any provision of this Second Amendment, or the application thereto to any person, entity, or circumstance, shall be invalid or unenforceable to any extent, the remainder of this Second Amendment, and the application of such provisions to the other persons, entities and circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12. **Entire Agreement.** The Lease and this Second Amendment constitute the entire agreement between the parties relating to the within subject matter. There are no agreements, understandings, restrictions, warranties, representations, or covenants between the parties relating to the Lease other than those set forth in the Lease and this Second Amendment.

13. **Authority.** The parties hereby represent, covenant, and warrant to each other that each signature appearing on this Second Amendment by or on behalf of such party is authorized, genuine, and is freely, knowingly, and willfully affixed and that such undersigned has the power, right, and authority to execute this Second Amendment and to carry out the intent thereof, and that the execution and delivery of this Second Amendment shall not violate or contravene any agreement under which such party is bound or that requires the consent of any other person.

14. **No Modification.** This Second Amendment can be modified only in writing signed by the parties. Any oral modification shall be of no force and effect. The party alleging modification of this Second Amendment shall have the duty to produce the written modification signed by the other party.


15. **Brokers.** Landlord and Tenant represent and warrant each to the other that, except with respect to Capital Real Estate Group representing the Landlord and CRESA Global, Inc. is representing the Tenant, no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Second Amendment or of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesman or other person. Landlord and Tenant hereby indemnify and hold each other harmless against any loss, claim, expense, or liability with respect to any commissions or brokerage fees claimed on account of the execution of this Second Amendment due to any action of the indemnifying party. Notwithstanding anything contained in this paragraph to the contrary, Tenant and Landlord hereby expressly acknowledge and agree that Capital Real Estate Group represented the Landlord and CRESA Global, Inc. represented the Tenant in connection with this Second Amendment and shall be paid a commission pursuant to separate written agreement(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands to this Second Amendment as of the Effective Date.


LANDLORD:

1590 Adamson LLC,
a Georgia limited liability company,

By:  _____ (SEAL)
Name: Paul Diamond
Its: Authorized Signatory

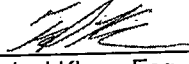
TENANT:

ModivCare Solutions, LLC,
a Delaware limited liability company



By:
Name: Kenneth Shepard
Its: SVP - Finance

Acknowledged By:



Faisal Khan, Esq.
SVP & General Counsel

Estoppel Certificate

Gurpreet Singh
(and his successors and assigns)
315 Lum Crowe Road
Roswell, Georgia 30075

November 13, 2025

Re: Lease dated April 15 2023 (collectively, "Lease"), amended by that certain First Amendment to Lease dated April 23, 2024 and the Second Amendment to Lease Agreement dated July 8, 2025 by and between Morrow Georgia Investors LLC and successor 1590 Adamson LLC ("Landlord"), and MODIVCARE SOLUTIONS, LLC ("Tenant") with respect to approximately 3,533 square feet of space (the "Premises") in the building known as 1590 Adamson Parkway – The Plaza at Southlake located at 1590 Adamson Parkway, Morrow, Georgia 30260 (the "Property").

Ladies and Gentlemen:

The undersigned, as Tenant, has been advised that the above-described Lease may be assigned to Gurpreet Singh or his successors and assigns ("Purchaser") in connection with the proposed sale of the Property and, as an inducement therefor, we hereby certify to Purchaser and any prospective mortgage lenders of the Property, their successors and assigns, the following:

1. To Tenant's actual knowledge, the Lease is unmodified except as set forth above and is in full force and effect. The Lease sets forth the entire agreement between the Landlord and Tenant affecting the Premises and there are no other agreements that are binding upon Landlord in connection with the Premises.
2. As of the date hereof, all base rental and other payments due under the Lease are current and the next base rental payment is due on December 1, 2025, in the amount of \$5,741.13. In addition, Tenant makes monthly payments for taxes, insurance and common area maintenance in the monthly aggregate amount of \$0 (exclusive of applicable sales taxes) which have been paid through November 30, 2025. There are no free rental, rebates or other concessions due to Tenant under the Lease, except as follows (if none, so state): None. No rental payments have been prepaid for more than thirty (30) days in advance.
3. As of the date hereof, neither Tenant nor, to Tenant's knowledge, Landlord, is currently in default in the performance of any obligation contained in the Lease.
4. To Tenant's knowledge, Tenant has accepted possession of the Premises and is in occupancy of the Premises, and all items relating thereto to be performed by Landlord have been completed, including, but not limited to, completion of construction thereof (and all other improvements required under the Lease) in accordance with the terms of the Lease and within the time periods set forth in the Lease. Landlord has paid in full any required contribution towards work to be performed by Tenant under the Lease, except as follows (if none, so state): None.
5. The Lease commenced on July 1, 2025, and the Lease term expires on August 31, 2030.
6. No security deposit has been given by Tenant under the terms of, or with respect to, the Lease, except \$9,551.71.

7. Tenant has no right to terminate the Lease except as expressly provided in Section 6 of the Lease, subject to the conditions set forth therein and Tenant has no option to purchase the Property or any portion thereof. Tenant has no option to expand or other right to lease additional space at the Property except as follows: None.
8. The Tenant has not assigned, sublet, transferred, or hypothecated its Lease or licensed, or granted any concessions or any other right to use or occupy the Premises, or any portion thereof.
9. There exists no default under the Lease by Tenant, nor to Tenant's knowledge, by Landlord, or other grounds for Tenant ceasing or reducing the payment of rental, or for cancellation or termination of the Lease in any manner. No event has occurred and no condition exists which, with the giving of notice or passage of time, or both, would result in a default by Tenant, or to Tenant's knowledge, by Landlord under the Lease.
10. There are no existing defenses, offsets, claims or credits which the Tenant has against the enforcement of the Lease by the Landlord.
11. Tenant is currently a debtor in a voluntary case under Chapter 11 of the Bankruptcy Code, pending in the United States Bankruptcy Court for Southern District of Texas, Case No. 25-90309. Tenant continues to occupy the Premises and is operating as debtor-in-possession, and the Lease has not been rejected pursuant to Section 365 of the Bankruptcy Code.
12. Tenant's current address for notices under the Lease is as follows: **(To be completed by Tenant):**

ModivCare Solutions, LLC
6900 E. Layton Avenue, STE 1200
Denver, CO 80237
Attention: Kevin Morbee, Director – Real Estate
Phone: (720) 703-7021
Email: kevin.morbee@modivcare.com

13. The person signing this Estoppel Certificate is authorized to do so on behalf of the Tenant.

This certificate shall inure to the benefit of Landlord, Purchaser, any prospective mortgage lenders of the Property, and their respective successors and assigns, and shall be binding upon Tenant and Tenant's heirs, legal representatives, successors and assigns. This certificate shall not be deemed to alter or modify any of the terms and conditions of the Lease except to the extent specifically set forth herein.

Very truly yours,

**MODIVCARE SOLUTIONS, LLC, a Delaware
limited liability company**

By: 

Name: Kenneth Shepard
Its: SVP - Finance