

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

IN RE: §
MODIVCARE INC., et al., § CASE NO. 25-90309 (ARP)
DEBTOR. § CHAPTER 11
§ (Jointly Administered)

STIPULATION AND AGREED ORDER

This Stipulation and Agreed Order (the “**Stipulation**”) is entered into by and between ModivCare Topco, LLC, as reorganized debtor (the “**Reorganized Debtor**”), and Cresa, LLC (“**Cresa**,” and together with the Reorganized Debtor, the “**Parties**” and each a “**Party**”) to resolve the *Motion of Cresa, LLC to Enforce the Final Fee Order, Compel Payment of Court-Approved Fees, and for Related Relief* [Dkt. 1412] (the “**Motion**”). By way of background, on March 4, 2026, the Court entered the *Final Order Allowing Compensation and Reimbursement of Expenses of Cresa, LLC* [Dkt. 1348] (the “**Final Fee Order**”), allowing Cresa compensation and reimbursement of expenses in the amount of \$1,950,000.00 on a final basis. On April 3, 2026, Cresa filed the Motion seeking, among other things, enforcement of the Final Fee Order and immediate payment of the allowed amount. To avoid the costs, delay, and uncertainty of further litigation, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby stipulate and agree, and the Court hereby approves, the terms set forth below as a final and complete resolution of the Motion and the matters addressed herein:

1. **Payment of Allowed Fees.** On or before May 8, 2026, the Reorganized Debtor shall pay to Cresa the full amount of \$1,950,000.00 allowed by the Final Fee Order (the “**Allowed Fees**”), by wire transfer of immediately available funds in



accordance with wire instructions provided by Cresa. Payment of the Allowed Fees shall constitute full and final satisfaction of the Reorganized Debtor's obligations under the Final Fee Order.

2. **Mutual Release of Contractual Obligations.** Upon receipt by Cresa of the Allowed Fees in accordance with Paragraph 1 above, each Party, on behalf of itself and its predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, members, managers, partners, agents, and representatives, hereby fully, finally, and forever releases, acquits, and discharges the other Party, together with its predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, members, managers, partners, agents, and representatives, from any and all prior and current contractual obligations of any kind, whether known or unknown, accrued or unaccrued, liquidated or unliquidated, including, without limitation, any and all obligations arising under or relating to the Vendor Service Agreement approved by the *Order Authorizing the Retention and Employment of Cresa, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors-in-Possession* [Dkt. 716] (the "**Services Agreement**"). For the avoidance of doubt, effective upon receipt of the Allowed Fees, the Services Agreement shall be deemed terminated in its entirety, and neither Party shall have any further rights, duties, liabilities, or obligations thereunder, including any obligation of the Reorganized Debtor to pay interest, late fees, attorneys' fees, or any other amounts of any kind, whether arising before or after the date of this Stipulation, including any amounts that may be due now or in the future related all activities and properties that Reorganized Debtor has been shown by them related

to looking for a new space for the Reorganized Debtor's headquarters in Denver, CO.

3. **Resolution of the Motion.** Upon timely receipt of the Allowed Fees in accordance with Paragraph 1 above, the Motion shall be deemed fully and finally resolved and withdrawn, with prejudice. Cresa waives any and all claims for interest, attorneys' fees, expenses, costs, sanctions, or other relief sought in or relating to the Motion. In the event the Reorganized Debtor fails to pay the Allowed Fees in full on or before May 8, 2026, the releases and waivers set forth in Paragraphs 2 and 3 hereof shall be null and void, and Cresa shall be awarded all relief previously requested in the Motion.
4. **Non-Disparagement:** The Parties agree that neither Party, nor any of their respective officers, directors, employees, agents, or affiliates acting on their behalf, shall make, publish, or communicate to any person or entity, or in any public forum (including social media, online reviews, press, or other media), any statement — whether written, oral, or electronic — that disparages, defames, or is reasonably likely to harm the reputation, business, or goodwill of the other Party or its officers, directors, employees, products, services, or business practices; *provided* that the Parties may take any action reasonably necessary to enforce its rights due to a failure of the other to perform under this Stipulation pursuant to Paragraph 3 hereof.
5. **Authority; No Admission; Entire Agreement.** Each Party represents and warrants that the person executing this Stipulation on its behalf has full authority to do so and to bind such Party to the terms hereof. This Stipulation is the product of negotiation and compromise; nothing herein shall be construed as an admission of liability or wrongdoing by either Party. This Stipulation may be executed in

counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Stipulation constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements or understandings, whether oral or written, between the Parties with respect thereto.

6. **Retention of Jurisdiction.** The Court shall retain exclusive jurisdiction to hear and determine any and all disputes arising from or relating to the interpretation, implementation, or enforcement of this Stipulation.

Dated: _____

THE HONORABLE ALFREDO R. PÉREZ
CHIEF UNITED STATES BANKRUPTCY JUDGE

APPROVED AS TO FORM AND CONTENT:

By: /s/ Johnie Patterson

Johnie Patterson

SBN 15601700

4815 Dacoma

Houston, TX 77092

713.956.5577

jjp@walkerandpatterson.com

COUNSEL FOR MODIVCARE TOPCO, THE REORGANIZED DEBTOR

By: Liz Boydston

Liz Boydston (SBN 24053684)

Alexandria Rahn (SBN 24110246)

THOMPSON COBURN LLP

2100 Ross Avenue, Suite 3200

Dallas, TX 75201

Telephone: (972) 629-7100

lboydston@thompsoncoburn.com

arah@thompsoncoburn.com

COUNSEL FOR CRESA, LLC