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PROPOSED COUNSEL TO DEBTORS AND DEBTORS IN POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
Higher Ground Education, Inc., *et al.*,[1]	§	Case No.: 25-80121-11 (MVL)
Debtor.	§	(Jointly Administered)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING ASSUMPTION OF THE RESTRUCTURING SUPPORT AGREEMENT, AND (II) GRANTING RELATED RELIEF

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.txnb.uscourts.gov/ no more than twenty-four (24) days after 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 and filed on the docket no more than twenty-four (24) days after the

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are: Higher Ground Education Inc. (7265); Guidepost A LLC (8540); Prepared Montessorian LLC (6181); Terra Firma Services LLC (6999); Guidepost Birmingham LLC (2397); Guidepost Bradley Hills LLC (2058); Guidepost Branchburg LLC (0494); Guidepost Carmel LLC (4060); Guidepost FIC B LLC (8609); Guidepost FIC C LLC (1518); Guidepost Goodyear LLC (1363); Guidepost Las Colinas LLC (9767); Guidepost Leawood LLC (3453); Guidepost Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Riding LLC (2403); Guidepost St Robert LLC (5136); Guidepost The Woodlands LLC (6101); Guidepost Walled Lake LLC (9118); HGE FIC D LLC (6499); HGE FIC E LLC (0056); HGE FIC F LLC (8861); HGE FIC G LLC (5500); HGE FIC H LLC (8817); HGE FIC I LLC (1138); HGE FIC K LLC (8558); HGE FIC L LLC (2052); HGE FIC M LLC (8912); HGE FIC N LLC (6774); HGE FIC O LLC (4678); HGE FIC P LLC (1477); HGE FIC Q LLC (3122); HGE FIC R LLC (9661); LePort Emeryville LLC (7324); AltSchool II LLC (0403). The Debtors' mailing address is 1321 Upland Dr. PMB 20442, Houston, Texas 77043.

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date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on July 21, 2025, at 9:30 am (prevailing Central Time) before the Honorable Michelle V. Larson, United States Bankruptcy Judge for the Northern District of Texas, U.S. Bankruptcy Court, 1100 Commerce Street, 14th Floor, Courtroom No. 2, Dallas, TX 75242.

You may participate in the hearing either in person or via WebEx (by video or telephone via the Court's WebEx platform). Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Larson's home page. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of electronic hearings. To make your appearance, click the "Electronic Appearance" link on Judge Larson's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

Higher Ground Education, Inc. ("**HGE**") and its affiliated debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") hereby file *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Assumption of the Restructuring Support Agreement, and (II) Granting Related Relief* (this "**Motion**")[2] for entry of an order (the "**Order**"), substantially in the form attached hereto as **Exhibit A**, pursuant to sections 105(a), 362, and 365(a) of title 11 of the United States Code (the "**Bankruptcy Code**"), and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), authorizing the Debtors to assume the Restructuring Support Agreement by and among the Debtors and 2HR Learning, Inc. ("**2HR**"); YYYYY, Inc. ("**Five Y**"); Guidepost Global Education, Inc. ("**GG**"); Learn Capital Venture Partners IV, L.P.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declaration or the Restructuring Support Agreement (each as defined below).

("**Learn Capital**"), Cosmic Education Americas Limited ("**CEA**"), Venn Growth GP Limited LP ("**Venn**"); Venture Lending & Leasing IX, Inc. and WTI Fund X (together, "**WTI**"); Yu Capital LLC, YuATI LLC, YuFICB LLC, YuHGE A LLC, NTRC Equity Partners LP (collectively, "**Yu Capital**"); Ramandeep (Ray) Girn and Rebecca Girn (together, the "**Girns**," and with the Debtors, 2HR, Five Y, CEA, Venn, WTI, and Yu Capital, the "**RSA Parties**"), dated as of June 17, 2025 and attached hereto as **Exhibit B** (including all exhibits and schedules attached thereto and joinders related thereto and as may be amended or supplemented from time to time, the "**Restructuring Support Agreement**") and to perform their obligations thereunder. In support of this Motion, the Debtors respectfully state as follows:

I.
RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order, pursuant to sections 362 and 365(a) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006, authorizing the Debtors to assume the Restructuring Support Agreement and perform their obligations thereunder.

II.
JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Northern District of Texas (the "**Court**") has jurisdiction to consider the Motion pursuant to 28 U.S.C. §1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of the Chapter 11 Cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are Bankruptcy Code sections 362 and 365(a); Bankruptcy Rules 6004 and 6006; and Rule 2002-1 of the Bankruptcy Local Rules for the Northern District of Texas (the "**Local Rules**").

4. The Debtors confirm their consent to the entry of a final Order by the Court in connection with the Motion in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

III.
BACKGROUND

4. From their inception in 2016 through the beginning of 2025, the Debtors grew to over 150 schools (the "Schools"), becoming the largest owner and operator of Montessori schools in the world. The Debtors' mission was to modernize and mainstream the Montessori education movement. In addition to owning and operating the Schools, the Debtors provided training and consulting services to Montessori schools around the world. The Debtors sought to offer an end-to-end experience that covers the entire lifecycle of a family at school, virtually, and at home, from birth through secondary education—enabled by next-gen, accredited Montessori instruction. Information on the Debtors, their businesses, and a summary of the relief requested in this Motion can be found in the *Declaration of Jonathan McCarthy in Support of First Day Motions* [Docket No. 15] (the "**First Day Declaration**"), incorporated herein by reference.

5. On June 17, 2025 and June 18, 2025 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and are managing their businesses as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. The court has not appointed a trustee, and no official committee has been established.

IV.
OVERVIEW OF THE RESTRUCTURING SUPPORT AGREEMENT

A. Negotiation of and Entry into the Restructuring Support Agreement

6. The Restructuring Support Agreement is the lynchpin of the Debtors' prearranged restructuring, providing a clear path towards a value-maximizing reorganization and emergence from chapter 11. The Debtors' restructuring became necessary after years of rapid, debt-fueled expansion left them with unsustainable lease obligations, mounting secured debt, and persistent operating losses. By early 2025, defaults on key secured loans, including the WTI and Yu Capital facilities, resulted in the foreclosure and sale of vast majority of the Debtors' assets, including intellectual property, and schools. Unable to secure refinancing or new capital, the Debtors determined that a chapter 11 process was the only viable path to maximize value and continue the Debtors' educational-focused goals.

7. The Restructuring Support Agreement is the culmination of the Debtors' vigorous restructuring negotiations with the RSA Parties, including the Debtors' proposed plan of reorganization (the "**Plan**"). For approximately two (2) months prior to the Petition Date, the Debtors began negotiating the Restructuring Support Agreement with 2HR and GG. Once the framework of the Restructuring Support Agreement was negotiated by the Debtors, 2HR, and GG, the Debtors communicated with the other RSA Parties to request their support and negotiate any additional changes to the Restructuring Support Agreement and Plan requested by these other RSA Parties. Ultimately, the Debtors' proposed filing date was continued to the Petition Date to ensure that negotiations were finalized and the Debtors could obtain as broad support as possible in support of these Chapter 11 Cases.

8. Importantly, the Restructuring Support Agreement will continue to bind the RSA Parties only if the Restructuring Support Agreement is assumed by order of the Court by

July 28, 2025, the date that is forty (40) after the Petition Date. Assumption of the Restructuring Support Agreement is critical to the Debtors' success in obtaining approval of the Plan and expeditiously emerging from chapter 11 to the benefit of the Debtors' creditors and their estates.

9. The RSA Parties support these Chapter 11 Cases based on the belief that a reorganization of the Debtors' remaining business will continue the Debtors' mission of providing the best early childhood education to students and families throughout the United States, whether utilizing the Debtors' current platform or modifying or supplementing that platform with new educational programing. The Debtors believe that the Restructuring Support Agreement provides the most value to parties in interest under the circumstances. Importantly, however, in the event that a better alternative to the proposed Restructuring Transaction was to present itself, the Restructuring Support Agreement provides that the Debtors may terminate the Restructuring Support Agreement in the exercise of their fiduciary duties relating to such event.

B. Material Terms of the Restructuring Support Agreement and Plan[3]

10. The Restructuring Support Agreement contemplates that the RSA Parties will support these Chapter 11 Cases and confirmation of the Plan, substantially in the form attached as Exhibit A to the Restructuring Support Agreement. At a high level, the Plan generally provides, among other things, for (a) the funding of $8 million dollars in new money to fund these Chapter 11 Cases and to fund plan recoveries to the Debtors' prepetition creditors; (b) the contribution by GG of Curriculum Assets and the Guidepost Global IP License (each as defined in the Plan); (c) the transfer of the Designated EB-5 Entities (as defined in the Plan) by the Debtors to GG; (d) the assignment of certain executory contracts and unexpired leases to GG; (e) the treatment of holders

[3] This summary of the Plan contains only a brief and simplified description of the classification and treatment of Claims and Interests under the Plan. It does not describe every provision of the Plan. Accordingly, reference should be made to the Disclosure Statement (including exhibits) and the Plan for a complete description of the classification and treatment of Claims and Interests.

of allowed claims in accordance with the Plan and the priority scheme established by the Bankruptcy Code; (e) the mutual release of all claims and causes of action by and among each of the RSA Parties; and (f) the reorganization of the Debtors by retiring, cancelling, extinguishing and/or discharging the Debtors' prepetition equity interests and issuing new equity interests in the reorganized debtor(s) to 2HR.

11. Importantly, with the exception of a $500,000 payment being made to Ray Girn on account of his Bridge CN-3 claims, the Plan provides that of the RSA Parties are waiving their rights to Plan distributions in an effort to ensure some recoveries for the Debtors' unsecured creditors. Notably, absent these concessions, unsecured creditors would receive no recovery under the Plan.

12. As 2HR is serving as the Plan Sponsor and providing the Debtors with the ability to effectuate their value-maximizing Plan, the Debtors have agreed to provide 2HR with (a) an expense reimbursement of up to $150,000 (the "**2HR Expense Reimbursement**") and (b) a termination/break-up fee in the amount of 3% of the Purpose Price (the "**Break-up Fee**," and with the 2HR Expense Reimbursement, the "**Plan Sponsor Protections**") (as defined in the Restructuring Support Agreement) in the event the Debtors invoke their fiduciary out or the Court approves an Alternative Transaction. *See* Restructuring Support Agreement, § 10.

13. Through the Restructuring Support Agreement, the Debtors have agreed to take or forego certain actions, including, but not limited to the following:

i. Support and take all commercially reasonable actions necessary, or requested by 2HR, Five Y, or GG, to obtain entry of the Order and implement and consummate the Restructuring Support Agreement in a timely manner (including, but not limited to, obtaining and/or supporting, as the case may be, the Bankruptcy Court's approval of the Definitive Documents, Solicitation of votes on and confirmation of the Plan and the consummation of the Restructuring Support Agreement pursuant to the Plan) consistent with the terms of the Restructuring Support Agreement and in accordance with the

Milestones (attached as Exhibit B to the Senior DIP Note in the Interim DIP Order[4]);

ii. File Schedules of Assets and Liabilities and Statement of Financial Affairs no later than twenty-one (21) days after the Petition Date;

iii. Use commercially reasonable efforts to obtain an order from the Bankruptcy Court that establishes a deadline no later than three (3) days prior to the Confirmation Hearing to file proofs of claim;

iv. Timely file a formal objection to any motion filed with the Bankruptcy Court by any party seeking the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee, (B) converting the Chapter 11 Case to case under chapter 7 of the Bankruptcy Code or (C) dismissing the Chapter 11 Case;

v. Timely file a formal objection to any motion filed with the Bankruptcy Court by any party seeking the entry of an order modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a plan of reorganization;

vi. Use commercially reasonable efforts to obtain any and all governmental, regulatory, licensing or other approvals (if any) necessary to the implementation or consummation of the Restructuring Transaction or the approval by the Bankruptcy Court of the Definitive Documents;

vii. Not seek, support, encourage, propose, assist, consent to, file, or vote for, or enter or participate in any discussions or any agreement with any Person regarding, directly or indirectly, any Alternative Transaction (as defined in the Restructuring Support Agreement);

viii. Oppose, delay, impede, or take any other action that is materially inconsistent with the Restructuring Support Agreement, or that would, or would reasonably be expected to, prevent, interfere with, delay or impede the implementation, solicitation, confirmation, or consummation of the Restructuring Support Agreement (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documents (if applicable), the Solicitation, and confirmation of the Plan);

ix. Not enter into any commitment or agreement with respect to debtor-in-possession financing, cash collateral usage, exit financing and/or other

[4] The "Interim DIP Order" means the *Interim Order Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Financing from YYYYY, LLC; (B) Obtain Postpetition Junior Secured Financing from Guidepost Global Education, Inc.; (C) Utilize Cash Collateral; and (D) Pay Certain Related Fees and Charges; (II) Granting Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Certain Related Relief* [Docket No. 63].

financing arrangements, other than the DIP Financing or otherwise, without the consent of 2HR, Five Y, and GG;

x. In the future, not take any action, or as to insiders, permit any action, that would result in an "ownership change" as such term is used in section 382 of title 26 of the United States Code; and

xi. Not take any action that would result (or that with the giving of notice or the passage of time, or both, would result) in a 2HR/Five Y Termination Event or a Consenting Party Termination Event.

14. In exchange for the Debtors' promises under the Restructuring Support Agreement, among other things, the Parties have agreed:

i. To support and take all actions reasonably requested by the Debtors, 2HR, Five Y, or GG to obtain entry of the Order and facilitate the implementation and consummation of the Restructuring Transaction in a timely manner, including without limitation supporting approval of the DIP Financing, the filing of the Plan, an accompanying Disclosure Statement and other documents and consents reasonably required to be filed in connection with the Solicitation of votes on, and confirmation of, the Plan;

ii. (A) To the extent permitted by sections 1125 and 1126 of the Bankruptcy Code, (I) timely vote, or cause to be voted, all of the Claims and any other claims and interests held by such Consenting Party, which are in classes entitled to vote, by timely delivering its duly executed and completed ballot(s) accepting the Plan following commencement of the Solicitation and (II) not "opt out" of, or object to, any releases or exculpations provided under the Plan, including without limitation any third-party releases (and, to the extent required by the ballot, affirmatively "opt in" to such releases and exculpations), and (B) not change, withdraw or revoke such vote (or cause or direct such vote to be changed, withdrawn or revoked); and

iii. To timely vote or cause to be voted its Claims against any Alternative Transaction.

iv. To seek, support, encourage, propose, assist, consent to, file, or vote for, or enter or participate in any discussions or any agreement with any Person regarding, directly or indirectly, any Alternative Transaction;

v. Not to seek, support, encourage, propose, assist, consent to, or enter into any agreement with any Person regarding, directly or indirectly, a Challenge Proceeding;

vi. To Oppose, delay, impede, or take any other action that is materially inconsistent with the Restructuring Support Agreement or any of the Definitive Documents, or that would, or would reasonably be expected to, prevent,

interfere with, delay or impede the implementation, solicitation, confirmation, or consummation of the Restructuring Transaction (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documents (if applicable), the Solicitation, and confirmation of the Plan);

vii. Not to sell, assign or transfer any portion of its Claim, or cause or permit to occur the sale, assignment or transfer of any claims or interests in the Debtors held directly or indirectly by it, unless to 2HR, Five Y, or to an affiliate of such Consenting Party; or

viii. Not to take any action that would result (or that with the giving of notice or the passage of time, or both, would result) in a 2HR/Five Y Termination Event or a Company Termination Event.

15. Importantly, the Restructuring Support Agreement provides that the Debtors may terminate the Restructuring Support Agreement under the following circumstances:

i. Termination of the Restructuring Support Agreement by 2HR, Five Y, or GG;

ii. 2HR's, Five Y's, or GG's material breach of any agreements, covenants, representations, or warranties in this Restructuring Support Agreement;

iii. HGE's board of directors determines in good faith that continued performance under Restructuring Support Agreement would be inconsistent with the exercise of its fiduciary duties under applicable law;

iv. Five Y or GG fails to provide or terminates its commitment to provide the DIP Financing

v. the Bankruptcy Court grants relief that is materially inconsistent with the Restructuring Support Agreement or would reasonably be expected to materially frustrate the purpose of the Restructuring Support Agreement;

vi. 2HR or Five Y files for approval of or otherwise supports any Alternative Transaction or other transaction that is inconsistent with the Plan or the Restructuring Support Agreement;

vii. any of the orders approving the DIP Financing, the Plan, or the Disclosure Statement are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Debtors; or

viii. the Bankruptcy Court's approval of any Alternative Transaction or other transaction that is inconsistent with the Plan or the Restructuring Support Agreement.

V.
BASIS FOR RELIEF

A. Assumption of the Restructuring Support Agreement

16. The Debtors' assumption of the Restructuring Support Agreement constitutes a sound exercise of business judgment, is in the best interests of the Debtors, and should be approved. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "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). When determining whether to approve a debtor's decision to assume or reject an executory contract or unexpired lease, courts apply the "business judgment" rule. *See, e.g., NLRB v. Bildisco & Bildisco (In re Bildisco),* 682 F.2d 72, 79 (3d Cir. 1982) *aff'd* 465 U.S. 513 (1984) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, [under] the 'business judgment' test."); *In re Caribbean Petroleum Corp.,* 444 B.R. 263, 268 (Bankr. D. Del. 2010) (applying the business judgment standard in evaluating the rejection of an executory contract, and holding that the debtor's reliance on advisors' expert advice was sufficient to discharge that burden); *In re Armstrong World Indus., Inc.,* 348 B.R. 136, 162 (Bankr. D. Del. 2006) ("Under section 365 of the Bankruptcy Code, a debtor may assume an executory contract . . . if the debtor's decision to assume such executory contract . . . is supported by valid business justifications.").

17. Under the business judgment rule, debtors are given significant discretion when requesting to assume or reject an executory contract or unexpired lease. *See In re Chipwich, Inc.,* 54 B.R. 427, 430-31 (Bankr. S.D.N.Y. 1985) (finding that a court should not interfere with a debtor's decision to assume or reject "absent a showing of bad faith or abuse of business discretion"). Here, the Debtors have exercised their sound business judgment in determining that assumption of the Restructuring Support Agreement is in the best interests of the Debtors and their

estates, and accordingly the Court should approve the proposed assumption under section 365(a) of the Bankruptcy Code. *See, e.g., In re Tex. Health Enters. Inc.*, 72 F. App'x 122, 127 (5th Cir. 2003) ("[T]he bankruptcy code makes it clear that it is the choice of the debtor-in-possession, and not the bankruptcy court, to assume or reject an executory contract"); *In re Philadelphia Newspapers, LLC*, 424 B.R. 178, 182-83 (Bankr. E.D. Pa. 2010) (stating that if a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an executory contract or unexpired lease); *Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen (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").

18. The Debtors' decision to assume the Restructuring Support Agreement is an exercise of their sound business judgment. First, the Restructuring Support Agreement is the product of extensive, arms-length negotiations among the Debtors and the RSA Parties, each of whom had separate, sophisticated legal counsel and advisors. Second, the Debtors believe that the Plan will maximize recoveries for their estates, while also preserving jobs and day care access for families and preserving the value of their brand, and the Restructuring Support Agreement is the lynchpin of the Debtors' restructuring strategy. It ensures the support of their major stakeholders, many of whom have invested already significant time and resources in attempting to facilitate a successful restructuring, and who require the assurance that the Debtors are other RSA Parties will support the terms of the restructuring transaction, including the Plan. The Debtors' failure to obtain entry of an order permitting assumption of the Restructuring Support Agreement within 40 days of the Petition Date would result in a default under the DIP Order. Compliance with the DIP Order

and its Chapter 11 Milestones is also a condition precedent to the confirmation of the Plan. Accordingly, the Debtors' failure to assume the RSA and thereafter, to perform under it, would be expected to cause cascading defaults that would almost certainly jeopardize their overall restructuring efforts. Third, assumption of the Restructuring Support Agreement is necessary in order to ensure the support of the Debtors' largest secured creditors and other material stakeholders throughout the plan process and, thus, will help expedite and facilitate the Debtors' restructuring efforts during these Chapter 11 Cases. Finally, the Restructuring Support Agreement allows the Debtors to terminate the Restructuring Support Agreement in the exercise of their fiduciary duties. While the Debtors believe that the Restructuring Transaction contemplated by the Restructuring Support Agreement is the best available alternative, the Restructuring Support Agreement explicitly allows the Debtors to terminate their obligations thereunder if the Debtors' fiduciary duties require pursuing an Alternative Transaction. Thus, the Restructuring Support Agreement allows the Debtors to comply with their fiduciary duty to maximize the value of their estates.

19. Based on the foregoing, the Debtors respectfully submit that they have exercised reasonable business judgment in their decision to assume the Restructuring Support Agreement and that such assumption is in the best interest all of parties in interest. Accordingly, the Debtors respectfully request that the Court enter the Order approving assumption of the Restructuring Support Agreement.

B. The Plan Sponsor Protections for 2HR Are Necessary to the Debtors' Restructuring

20. The Plan Sponsor Protections are an essential inducement to 2HR to participate in these Chapter 11 Cases and are thereby allowable under section 503(b) of the Bankruptcy Code as a necessary element to the Debtors' restructuring as contemplated by the Plan. *Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl. Energy, Inc.)*, 181 F.3d 527, 535 (3d Cir. 1999). "In other words, the allowability of break-up fees, like other administrative expenses, depends

upon the requesting party's ability to show that the fees were actually necessary to preserve the value of the estate." *Id.* If a potential purchaser will not submit a bid without the assurance of certain fees, such as the Plan Sponsor Protections, the *O'Brien* standard is satisfied. *See, e.g., O'Brien*, 181 F.3d at 535 ("[T]he assurance of a break-up fee may serve to induce an initial bid (a permissible purpose)"); *In re WorldSpace, Inc.*, Case No. 08-12412 (PJW), 2010 WL 4739929, at *4 (Bankr. D. Del. June 2, 2010) (approving break-up fee because, among other reasons, the "break-up fee is an essential inducement and condition of Buyer's entry into, and continuing obligations, under the APA); *In re Broadvision*, No. 20-10701 (CSS) Bankr. D. Del April 28, 2020 (authorizing assumption of Restructuring Support Agreement containing break-up fee).

21. Throughout arms'-length negotiations of the Restructuring Support Agreement and the Plan, 2HR has insisted upon the Plan Sponsor Protections as an essential inducement to 2HR's entry into the Restructuring Support Agreement, Five Y's provisions of the Senior DIP Facility, and 2HR's support of the Plan. 2HR has not agreed to proceed with the Restructuring Support Agreement in the absence of the Plan Sponsor Protections. Indeed, the Restructuring Support Agreement provides that 2HR can terminate the Restructuring Support Agreement if the Court does not enter the Order within the milestones required by the DIP Order, and thereby assume the Restructuring Support Agreement, including the Plan Sponsor Provisions, demonstrating that approval of these protections is essential to 2HR's participation as plan sponsor. Finally, the Plan Sponsor Protections will not burden the Debtor's estate, since they are only payable from the proceeds of a closing of an Alternative Transaction or the exercise of the Debtors' fiduciary out – meaning that the Debtors would have invoked their fiduciary duty in favor of a higher and/or better alternative. The Plan Sponsor Protections should be approved as they are modest but essential requirements for the Debtor's Restructuring as contemplated by the Plan

C. This Motion Does Not Request Approval of the Terms of the Plan Itself

22. The sole question before the Court is whether assumption of the Restructuring Support Agreement pursuant to section 365 of the Bankruptcy Code is a valid exercise of the Debtors' business judgment. Assumption of the Restructuring Support Agreement is ***not*** equivalent to confirmation of a plan. *See In re Dendreon Corp*, No. 14-12515 (PJW) (Bankr. D. Del. Dec. 23, 2014). Confirmation issues can and will be reserved for the confirmation hearing. Parties in interest may object to the Plan on any number of grounds, irrespective of the Debtors' assumption of the Restructuring Support Agreement. *Id.*

D. Cause Exists to Modify the Automatic Stay to Effectuate the Relief Requested

23. Section 362(a) of the Bankruptcy Code operates to stay "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3). Section 362, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for "cause." *Id.* at § 362(d)(1).

24. The Restructuring Support Agreement provides that the Debtors acknowledge and agree and shall not dispute that the giving of notice of termination by any Party pursuant to the Restructuring Support Agreement shall not be a violation of the automatic stay (and the Company hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice). Under the circumstances, the Debtors are willing to agree to this provision in order to maximize the probability of a successful outcome to these Chapter 11 Cases. Accordingly, the Debtors seek authorization, under section 362(d) of the Bankruptcy Code, to modify the automatic stay to the extent necessary to permit the relief requested in this Motion and, for the reasons described herein, believe this relief is appropriate in the context of assuming the Restructuring Support Agreement.

VI.
WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

25. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

VII.
RESERVATION OF RIGHTS

26. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) 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; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the requested relief, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular

claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

VIII.
NOTICE

27. No trustee, examiner, or statutory creditors' committee has been appointed in these Chapter 11 Cases. This Motion has been provided to (a) the Office of the United States Trustee for the Northern District of Texas; (b) the United States Attorney's Officer for the Northern District of Texas; (c) the state attorney generals for all states in which the Debtors conduct or have recently conducted business; (d) the Internal Revenue Service, (e) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (f) Cozen O'Connor, as counsel to the Senior DIP Lender and Plan Sponsor; (g) Kane Russell Coleman Logan PC, as counsel to the Junior DIP Lender; and (h) all parties in interest who have formally appeared and requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice of this Motion is required.

28. The pleadings in these Chapter 11 Cases and supporting papers are available on the Debtors' website at www.veritaglobal.net/HigherGround or on the Bankruptcy Court's website at https://ecf.txnb.uscourts.gov/. You can request any pleading you need from (i) the proposed noticing agent at: HigherGroundInfo@veritaglobal.com, (888) 733-1431 (U.S./Canada) (toll-free), +1 (310) 751-2632 (International), or (ii) proposed counsel for the Debtors at: Foley & Lardner LLP, 1144 15th Street, Suite 2200, Denver, CO 80202, Attn: Tim Mohan (tmohan@foley.com) and Foley & Lardner LLP, 1000 Louisiana Street, Suite 2000, Houston, Texas 77002, Attn: Nora McGuffey (nora.mcguffey@foley.com) and Quynh-Nhu Truong (qtruong@foley.com).

WHEREFORE, the Debtors request that this Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as this Court may deem just and proper.

DATED: June 26, 2025

Respectfully submitted by:

/s/ Holland N. O'Neil

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PROPOSED COUNSEL TO DEBTORS AND DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

I hereby certify that on June 26, 2025, a true and correct copy of the foregoing document was served electronically by the Court's PACER system.

/s/ Nora J. McGuffey
Nora J. McGuffey

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
Higher Ground Education, Inc., *et al.*,[1]	§	Case No.: 25-80121-11 (MVL)
Debtor.	§	(Jointly Administered)

ORDER AUTHORIZING THE DEBTORS TO ASSUME THE RESTRUCTURING SUPPORT AGREEMENT

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are: Higher Ground Education Inc. (7265); Guidepost A LLC (8540); Prepared Montessorian LLC (6181); Terra Firma Services LLC (6999); Guidepost Birmingham LLC (2397); Guidepost Bradley Hills LLC (2058); Guidepost Branchburg LLC (0494); Guidepost Carmel LLC (4060); Guidepost FIC B LLC (8609); Guidepost FIC C LLC (1518); Guidepost Goodyear LLC (1363); Guidepost Las Colinas LLC (9767); Guidepost Leawood LLC (3453); Guidepost Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Riding LLC (2403); Guidepost St Robert LLC (5136); Guidepost The Woodlands LLC (6101); Guidepost Walled Lake LLC (9118); HGE FIC D LLC (6499); HGE FIC E LLC (0056); HGE FIC F LLC (8861); HGE FIC G LLC (5500); HGE FIC H LLC (8817); HGE FIC I LLC (1138); HGE FIC K LLC (8558); HGE FIC L LLC (2052); HGE FIC M LLC (8912); HGE FIC N LLC (6774); HGE FIC O LLC (4678); HGE FIC P LLC (1477); HGE FIC Q LLC (3122); HGE FIC R LLC (9661); LePort Emeryville LLC (7324); AltSchool II LLC (0403). The Debtors' mailing address is 1321 Upland Dr. PMB 20442, Houston, Texas 77043.

Upon consideration of the motion (the "**Motion**")[2] of Higher Ground Education, Inc. ("**HGE**") and its affiliated debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") for entry of an order, pursuant to sections 105(a), 362, and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, authorizing the Debtors to assume the Restructuring Support Agreement and perform their obligations thereunder, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion and opportunity for objection having been given under the circumstances; 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 that such relief is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and any objections to the Motion having been withdrawn or overruled on the merits; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized to assume the Restructuring Support Agreement in its entirety.

3. The Restructuring Support Agreement shall be binding and enforceable against the Parties in accordance with its terms.

4. The failure to describe specifically or include any particular provision of the Restructuring Support Agreement in the Motion or this Order shall not diminish or impair the

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

effectiveness of such provision, it being the intent of the Court that the Restructuring Support Agreement be assumed by the Debtors in their entirety.

5. The 2HR Expense Reimbursement and the Break-Up Fee are approved.

6. The Debtors are authorized to enter into amendments to the Restructuring Support Agreement from time to time subject to the terms and conditions set forth in the Restructuring Support Agreement, as necessary, and without further order of the Court. Within two (2) business days of the effective date of each such amendment, the Debtors shall file a notice attaching a copy of any such amendments with the Court.

7. To the extent that the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are modified to effectuate all of the terms and provisions of the Restructuring Support Agreement and this order, including permitting the Parties to exercise all rights and remedies under the Restructuring Support Agreement in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

8. No default exists under the Restructuring Support Agreement, and, therefore, the Debtors are not required to satisfy the requirements of section 365(b)(1). Accordingly, the Debtors are not required to: (a) cure, or provide adequate assurance that the Debtors will promptly cure, any defaults under the Restructuring Support Agreement; (b) compensate, or provide adequate assurance that the Debtors will promptly compensate, the Parties for any actual pecuniary loss resulting from any default; or (c) provide adequate assurance of future performance of the Restructuring Support Agreement.

9. Notwithstanding any applicability of Bankruptcy Rule 6006(d), the terms and conditions of this order shall be immediately effective and enforceable upon entry of this order.

10. The requirements of Bankruptcy Rule 6004(a) and 6004(h) are hereby waived with respect to this order.

11. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this order, and such action shall not constitute a solicitation of acceptances or rejections of a plan pursuant to section 1125 of the Bankruptcy Code.

12. Nothing herein shall act as an approval of any disclosure statement, plan or a finding of fact or conclusion of law in connection therewith.

13. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this order.

###END OF ORDER###

Submitted by:

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**PROPOSED COUNSEL TO DEBTORS
AND DEBTORS IN POSSESSION**

Exhibit B

Restructuring Support Agreement

RESTRUCTURING SUPPORT AGREEMENT

This Restructuring Support Agreement, dated as of June 17, 2025 (as the same may be amended, modified or extended, and including the exhibits hereto, the "**Agreement**") is entered into by and among (i) Higher Ground Education, Inc. ("**HGE**") and its subsidiaries identified on Exhibit A hereto (collectively, with HGE, the "**Company**" or the "**Debtors**"), (ii) 2HR Learning, Inc., ("**2HR**"), in its capacities as the proposed plan sponsor of the Plan (as defined below), (iii) YYYYY, LLC ("**Five Y**") as the senior secured, priming lender of pre-petition bridge financing and post-petition financing (the "**Senior DIP Financing**") to the Debtors, (iv) Guidepost Global Education, Inc. ("**GG**"), in its capacity as the junior secured, priming lender of pre-petition bridge financing and post-petition financing (the "**Junior DIP Financing**") to the Debtors and otherwise as a Consenting Party, and (iv) each Consenting Party; each of the foregoing, and each other Consenting Party executing this Agreement after the date hereof, individually, a "**Party**" and collectively, the "**Parties**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Plan (as hereinafter defined).

RECITALS

WHEREAS, in light of the Company's financial condition, payment obligations, cash position and cash flow forecast, the Company has determined to commence voluntary reorganization cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the "**Bankruptcy Code**"), in the United States Bankruptcy Court for Northern District of Texas (the "**Bankruptcy Court**") to effectuate a chapter 11 restructuring (the "**Restructuring Transaction**"), which shall be implemented pursuant to the Plan (as defined herein);

WHEREAS, the Parties have agreed to implement the Restructuring Transaction in accordance with, and subject to, the terms and conditions set forth in, this Agreement, consistent in all respects with the form of *Joint Plan of Reorganization of Higher Ground Education, Inc. and Its Affiliated Debtors*, dated June [ ], 2025, a copy of which is attached hereto as Exhibit B (such plan, together with all exhibits, schedules and attachments thereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, the "**Plan**"), which generally provides, among other things, for (1) the funding of the Purchase Price; (2) the contribution by GG of the Curriculum Assets and the Guidepost Global IP License; (3) the transfer of the Designated EB-5 Entities by the Debtors to GG; (4) the assignment of the Transferred Executory Contracts / Unexpired Leases to GG; (5) the treatment of holders of Allowed Claims in accordance with the Plan and the priority scheme established by the Bankruptcy Code; (6) the mutual release of all Claims and Causes of Action by and among each of the Parties hereto; and (7) the reorganization of the Debtors by retiring, cancelling, extinguishing and/or discharging the Debtors' prepetition Equity Interests and issuing New Equity in the Reorganized Debtor(s) to 2HR and Five Y;

WHEREAS, in furtherance of the Restructuring Transaction, Five Y has agreed to provide Senior DIP Financing and GG has agreed to provide Junior DIP Financing on substantially the terms of the proposed DIP Order set forth on Exhibit C. The proposed DIP Financing will be used to fund the Chapter 11 Cases and the Debtors' working capital needs;

WHEREAS, this Agreement, including the Plan, (a) is the product of arms'-length, good faith negotiations among the Parties and their respective counsel, and (b) sets forth the material terms and conditions of the Restructuring Transaction; and

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the matters discussed herein;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, agrees as follows:

1. The Plan.

The Plan is expressly incorporated herein by reference and made part of this agreement as if fully set forth herein. The Plan sets forth the material terms and conditions of the Restructuring Transaction. In the event of any inconsistency between the Plan and this Agreement, the Plan shall govern. The Plan shall not be amended, modified or supplemented without the prior written consent of 2HR and, as applicable, absent consultation with each Impacted Party.

2. Definitions.

In addition to the terms defined elsewhere herein, for purposes of this Agreement, the following terms shall have the meanings specified in this Section 2 when used herein:

"**2HR**" shall have the meaning ascribed to it in the preamble.

"**2HR/Five Y Termination Event**" shall have the meaning ascribed to it in Section 6(c) hereof.

"**Agreement**" shall have the meaning ascribed to it in the preamble.

"**Alternative Transaction**" shall mean any reorganization, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of a material portion of assets, financing (whether debt, including any debtor-in-possession financing other than the DIP Financing, or equity), recapitalization, workout, liquidation or restructuring of the Company (including, for the avoidance of doubt, a transaction premised on a chapter 11 plan or a sale of all or any material portion of assets under section 363 of the Bankruptcy Code), other than the Restructuring Transaction.

"**Bankruptcy Code**" shall have the meaning ascribed to it in the Recitals.

"**Bankruptcy Court**" shall have the meaning ascribed to it in the Recitals.

"**Bankruptcy Rules**" means (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code, (ii) the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court, and (iii) any general or chamber rules, or standing orders governing practice and procedure

issued by the Bankruptcy Court, each as in effect on the Petition Date, and each of the foregoing together with all amendments and modifications thereto that are subsequently made and as applicable to the Chapter 11 Case or proceedings therein, as the case may be.

"**Bridge CN-3 Notes**" means the series CN-3 convertible promissory notes entered into on and after January 15, 2025. The Bridge CN-3 Notes are collateralized by a priming lien over the assets of Higher Ground Education, superior to the liens of WTI in a principal amount of up to $5,000,000, and are deemed to have an Allowed Secured Claim in the outstanding principal amount of at least $4,800,000.

"**Bridge CN-3 Secured Lenders**" means, individually and collectively, the lenders under the Bridge CN-3 Notes.

"**Challenge Proceeding**" shall have the meaning ascribed to it in the DIP Financing Orders.

"**Chapter 11 Cases**" shall have the meaning ascribed to it in the Recitals.

"**CN Notes**" means, collectively, the series CN-1, CN-2 and CN-3 convertible promissory notes made pursuant to the Note Purchase Agreement. The CN Notes are collateralized by a lien over the assets of Higher Ground Education, subordinate to the liens of WTI, and are deemed to have an Allowed Secured Claim in the outstanding amount of principal and interest of at least $135,484,037.

"**Company**" shall have the meaning ascribed to it in the preamble.

"**Company Termination Event**" shall have the meaning ascribed to it in Section 6(a) hereof.

"**Consenting Party**" shall mean, individually and collectively, the EB-5 Parties, WTI, Venn, Learn, Cosmic, GG, Girn and each other Consenting Party executing this Agreement after the date hereof.

"**Consenting Party Termination Event**" shall have the meaning ascribed to it in Section 6(b) hereof.

"**Cosmic**" means Cosmic Education Americas Limited.

"**Definitive Documents**" means the (a) Plan and the Disclosure Statement, (b) the Confirmation Order, (c) this Agreement (d) the RSA Motion and the RSA Order, (e) the DIP Financing Orders, the related motions and the documentation evidencing, or otherwise entered into in connection with, the DIP Financing, and (f) any other documents or exhibits related to or contemplated in the foregoing clauses (a) through (e), in each case in form and substance acceptable to the Company and 2HR (provided that the Consenting Parties shall have consultation rights solely to the extent that they are Impacted Parties but, for the avoidance of doubt, no consent rights).

"**Designated EB-5 Entities**" means HGE FIC D LLC, HGE FIC E LLC, HGE FIC F LLC, HGE FIC G LLC, HGE FIC I LLC, HGE FIC J LLC, HGE FIC L LLC, HGE FIC M LLC, HGE FIC N LLC, HGE FIC O LLC, HGE FIC P LLC, HGE FIC Q LLC, Guidepost FIC B LLC, Guidepost FIC C LLC, Guidepost Birmingham LLC, Guidepost Goodyear LLC, Guidepost St Robert LLC, Guidepost Las Colinas LLC, Guidepost Carmel LLC, Guidepost Muirfield Village LLC, Guidepost The Woodlands LLC and Guidepost Richardson LLC

"**DIP Financing**" means, collectively, (i) that certain senior DIP Financing to be provided pre- and/or post-petition by Five Y to the Debtors in the aggregate maximum amount of $5,500,000 pursuant to the DIP Financing Order; and (ii) that certain junior DIP Financing to be provided pre- and/or post-petition by GG to the Debtors in the aggregate amount of at least $2,500,000 pursuant to the DIP Financing Order.

"**DIP Financing Orders**" means the Interim DIP Financing Order and the order of the Bankruptcy Court authorizing the Company to enter into the DIP Financing on a final basis.

"**EB-5 Parties**" means Yu Capital.

"**Five Y**" shall have the meaning ascribed to it in the preamble.

"**GG**" shall have the meaning ascribed to it in the preamble.

"**GG Termination Event**" shall have the meaning ascribed to it in Section 6(d) hereof.

"**Girn**" means, individually and collectively, Ramandeep Girn and Rebecca Girn.

"**Learn**" means Learn Capital Venture Partners IV, L.P., in its capacity as collateral agent on behalf of the Secured Parties that hold series CN-1, CN-2 and CN-3 convertible promissory notes under the Security Agreement dated as of May 31, 2024.

"**Impacted Party**" means, as the case may be, (i) the EB-5 Parties, only with respect to (x) the removal of an entity from the Designated EB-5 Entities, or (y) any material change to the direct economic treatment of any Impacted Party to this Agreement; (ii) GG, only with respect to any material adverse changes to the Junior DIP Financing and the contemplated assignment of the Transferred Executory Contracts / Unexpired Leases; provided that the Debtors, 2HR and GG shall work in good faith to resolve any dispute among them regarding the characterization of a particular asset as a Transferred Executory Contract / Unexpired Leases; and (iii) each Consenting Party, only with respect to any material adverse change to the scope or provision of the Mutual Releases.

"**Milestones**" shall have the meaning ascribed to it in Section 6(c) hereof.

"**Outside Date**" shall mean December 31, 2025.

"**Parties**" shall have the meaning ascribed to it in the preamble.

"**Petition Date**" shall mean the date of commencement of the Chapter 11 Cases.

"**Plan**" shall have the meaning ascribed to it in the Recitals.

"**Restructuring Support Period**" means the period commencing on the date of execution of this Agreement and ending on the earlier of (i) the Effective Date of the Plan and (ii) the date on which the Agreement is terminated according to its terms.

"**Restructuring Transaction**" shall have the meaning ascribed to it in the Recitals.

"**RSA Motion**" means a motion of the Debtor seeking authorization from the Bankruptcy Court to assume this Agreement.

"**RSA Order**" means a Final Order of the Bankruptcy Court authorizing the Company to assume this Agreement.

"**Solicitation**" means any solicitation of votes for the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, whether such Solicitation occurs prior to or after the Petition Date.

"**support**" or "**support, and not object**" shall mean to affirmatively support and to use commercially reasonable efforts and take all reasonable, necessary and appropriate actions or commercially reasonable actions requested by the Company or 2HR, as applicable, in furtherance of, and to not take any action to hinder, delay or impede the action to be taken, or the relief sought; provided, however, there shall be no obligation to incur (or suffer) any costs or expenses with respect to the same unless specifically agreed to in writing by the party that would incur such costs and expenses.

"**Termination Event**" means the occurrence of a Company Termination Event, a 2HR/Five Y Termination Event, a Consenting Party Termination Event or a GG Termination Event.

"**Venn**" means, collectively, Venn Growth GP Limited, Venn Growth HGE LP and Venn Growth HGE II LP.

"**WTI**" means, collectively, Venture Lending & Leasing IX, Inc. and WTI Fund X, Inc.

"**Yu Capital**" mans, collectively, Yu Capital LLC, YuATI LLC, YuFICB LLC, YuHGE A LLC, and NTRC Equity Partners, LP.

3. Agreements of the Company.

a) Support of the Restructuring Transaction. Upon the terms and subject to the conditions hereof, the Company agrees that, for the duration of the Restructuring Support Period, it shall at its sole cost and expense (other than as set forth below):

i) Support and take all commercially reasonable actions necessary, or requested by 2HR, Five Y, or GG, to obtain entry of the RSA Order and implement and consummate the Restructuring Transaction in a timely manner (including, but

not limited to, obtaining and/or supporting, as the case may be, the Bankruptcy Court's approval of the Definitive Documents, Solicitation of votes on and confirmation of the Plan and the consummation of the Restructuring Transaction pursuant to the Plan) consistent with the terms of this Agreement and in accordance with the Milestones;

ii) File the RSA Motion no later than five (5) business days after the Petition Date;

iii) File Schedules of Assets and Liabilities and Statement of Financial Affairs no later than twenty-one (21) days after the Petition Date;

iv) File a motion seeking to establish bar dates no later than five (5) business days after the Petition Date;

v) Use commercially reasonable efforts to obtain an order from the Bankruptcy Court that establishes a deadline no later than three (3) days prior to the Confirmation Hearing for creditors to file proofs of claim;

vi) Provide draft copies of all motions, orders, procedures, agreements and other documents the Company intends to file with the Bankruptcy Court related to the Restructuring Transaction to 2HR, Five Y, GG, Yu Capital and Girn as soon as reasonably practicable in advance of (and, except in the case of an emergency filing, at least two (2) calendar days prior to) the Company's intended filing any substantive motion, order, procedure, agreement or other document and consult in advance in good faith with 2HR, Five Y, GG, Yu Capital and Girn regarding the form and substance of any such proposed substantive filings with the Bankruptcy Court; provided that in the event that it is not possible to provide two (2) calendar days' notice, the Company shall endeavor to provide 2HR, Five Y, and GG with at least one (1) calendar day's notice;

vii) Timely file a formal objection to any motion filed with the Bankruptcy Court by any party seeking the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee, (B) converting the Chapter 11 Case to case under chapter 7 of the Bankruptcy Code or (C) dismissing the Chapter 11 Case;

viii) Timely file a formal objection to any motion filed with the Bankruptcy Court by any party seeking the entry of an order modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization;

ix) Provide to 2HR, Five Y, and GG, (A) full access to the advisors and employees of the Debtors with respect to the Restructuring Transaction, (B) all information with respect to all material executory contracts and unexpired leases of the Company, and (C) full access to any other information reasonably requested by 2HR, Five Y, or GG;

x) Use commercially reasonable efforts to obtain any and all governmental, regulatory, licensing or other approvals (if any) necessary to the implementation or consummation of the Restructuring Transaction or the approval by the Bankruptcy Court of the Definitive Documents; and

xi) Promptly notify 2HR, Five Y, GG, Yu Capital and Girn with respect to items B and C, (and in any event within two (2) Business Days after obtaining actual knowledge thereof) of (A) any pending, existing, instituted or threatened lawsuit that is material to the Company; (B) any breach by the Company in any respect of any of its obligations, representations, warranties or covenants set forth in this Agreement or the other Definitive Documents; (C) the happening or existence of any event that the Company's board of directors or similar governing body of the Company determines, in good faith and based upon advice of legal counsel, is likely to make any of the conditions precedent set forth in (or to be set forth in) any of the Definitive Documents incapable of being satisfied prior to the Outside Date; and (D) the occurrence of any Termination Event;

b) Upon the terms and subject to the conditions hereof, the Company agrees that, for the duration of the Restructuring Support Period, it shall not, directly or indirectly, do or permit to occur any of the following without the consent of 2HR, Five Y, and GG:[1]

i) Seek, support, encourage, propose, assist, consent to, file, or vote for, or enter or participate in any discussions or any agreement with any Person regarding, directly or indirectly, any Alternative Transaction; subject to Section 10 hereof;

ii) Seek, support, encourage, propose, assist, consent to, or enter into any agreement with any Person regarding, directly or indirectly, a Challenge Proceeding.

iii) Oppose, delay, impede, or take any other action that is materially inconsistent with this Agreement the Restructuring Transaction or any of the Definitive Documents, or that would, or would reasonably be expected to, prevent, interfere with, delay or impede the implementation, solicitation, confirmation, or consummation of the Restructuring Transaction (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documents (if applicable), the Solicitation, and confirmation of the Plan);

iv) Execute, deliver and/or file any Definitive Document (including any amendment, supplement or modification of, or any waiver to, any Definitive Document) that, in whole or in part, is not consistent in all material respects with this Agreement or is not otherwise reasonably acceptable to 2HR, Five Y, and GG, or file any pleading seeking authorization to accomplish or effect any of the foregoing;

[1] Company will provide notice to Girns of any events or actions described in this Section 3(a) within three business days after such event or action has occurred.

v) Enter into any commitment or agreement with respect to debtor-in-possession financing, cash collateral usage, exit financing and/or other financing arrangements, other than the DIP Financing or otherwise;

vi) Abandon, sell, assign, or grant a security interest in any assets owned by Company or its estates and material to the operation of its business;

vii) Grant to any Person an exclusive license with respect to any intellectual property owned by the Company and material to the operation of its business;

viii) In the future, take any action, or as to insiders, permit any action, that would result in an "ownership change" as such term is used in section 382 of title 26 of the United States Code;

ix) Issue, sell, pledge, dispose of or encumber any additional shares of, or any options, warrants, conversion privileges or rights of any kind to acquire any shares of, any of its equity interests, including, without limitation, capital stock or limited liability company interests;

x) Split, combine or reclassify any outstanding shares of its capital stock or other equity interests, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to any of its equity interests;

xi) Redeem, purchase or acquire or offer to acquire any of its equity interests, including, without limitation, capital stock or limited liability company interests;

xii) Acquire or divest (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) (A) any corporation, partnership, limited liability company, joint venture or other business organization or division or (B) assets of the Company;

xiii) File any motion, without the consent of 2HR and Five Y, which consent shall not be unreasonably withheld or delayed, authorizing or directing the assumption or rejection of an executory contract or unexpired lease;

xiv) File any motion, without the consent of both 2HR, Five Y and GG, which consent shall not be unreasonably withheld or delayed, authorizing or directing the abandonment of any of estate assets;

xv) File any motion, without the consent of 2HR and Five Y, which consent shall not be unreasonably withheld or delayed, which would reduce the value of the Company or the reorganized Company in the reasonable opinion of 2HR and Five Y;

xvi) File any motion, without the consent of each affected Consenting Party, which consent shall not be unreasonably withheld or delayed, authorizing the settlement of any claim or controversy that would be inconsistent with the Plan;

xvii) Take any action that would result (or that with the giving of notice or the passage of time, or both, would result) in a 2HR/Five Y Termination Event or a Consenting Party Termination Event.

c) Automatic Stay. The Company acknowledges and agrees and shall not dispute that the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice).

d) Certain Conditions. The obligations of the Company set forth in Section 3(a), (b) and (c) above are subject to the following conditions:

i) this Agreement shall have become effective in accordance with the provisions of Section 12 hereof; and

ii) this Agreement shall not have been terminated in accordance with the terms of Section 6 hereof.

4. Agreement of Consenting Parties.

a) Support of Restructuring Transaction. Upon the terms and subject to the conditions hereof, each the Consenting Party agrees to comply with the following covenants and that, for the duration of the Restructuring Support Period, it shall:

i) Support and take all actions reasonably requested by the Company, 2HR, Five Y, or GG to obtain entry of the RSA Order and facilitate the implementation and consummation of the Restructuring Transaction in a timely manner, including without limitation supporting approval of the DIP Financing, the filing of the Plan, an accompanying Disclosure Statement and other documents and consents reasonably required to be filed in connection with the Solicitation of votes on, and confirmation of, the Plan;

ii) (A) To the extent permitted by sections 1125 and 1126 of the Bankruptcy Code, (I) timely vote, or cause to be voted, all of the Claims and any other claims and interests held by such Consenting Party, which are in classes entitled to vote, by timely delivering its duly executed and completed ballot(s) accepting the Plan following commencement of the Solicitation and (II) not "opt out" of, or object to, any releases or exculpations provided under the Plan, including without limitation any third-party releases (and, to the extent required by the ballot, affirmatively "opt in" to such releases and exculpations), and (B) not change, withdraw or revoke such vote (or cause or direct such vote to be changed, withdrawn or revoked); and

iii) Timely vote or cause to be voted its Claims against any Alternative Transaction.

b) Upon the terms and subject to the conditions hereof, each Consenting Party agrees to comply with the following covenants and that, for the duration of the Restructuring Support Period, it shall not, directly or indirectly:

i) Seek, support, encourage, propose, assist, consent to, file, or vote for, or enter or participate in any discussions or any agreement with any Person regarding, directly or indirectly, any Alternative Transaction;

ii) Seek, support, encourage, propose, assist, consent to, or enter into any agreement with any Person regarding, directly or indirectly, a Challenge Proceeding;

iii) Oppose, delay, impede, or take any other action that is materially inconsistent with this Agreement or any of the Definitive Documents, or that would, or would reasonably be expected to, prevent, interfere with, delay or impede the implementation, solicitation, confirmation, or consummation of the Restructuring Transaction (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documents (if applicable), the Solicitation, and confirmation of the Plan);

iv) Sell, assign or transfer any portion of its Claim, or cause or permit to occur the sale, assignment or transfer of any claims or interests in the Company held directly or indirectly by it, unless to 2HR, Five Y, or to an affiliate of such Consenting Party; or

v) Take any action that would result (or that with the giving of notice or the passage of time, or both, would result) in a 2HR/Five Y Termination Event or a Company Termination Event.

c) Certain Conditions. The obligations of each Consenting Party set forth in Section 4(a) and (b) above are subject to the following conditions:

i) this Agreement shall have become effective in accordance with the provisions of Section 12 hereof; and

ii) this Agreement shall not have been terminated in accordance with the terms of Section 6 hereof.

5. Agreement of 2HR and Five Y.

a) Support of Restructuring Transaction. Upon the terms and subject to the conditions hereof, 2HR and Five Y agree to comply with the following covenants and that, for the duration of the Restructuring Support Period, it shall:

i) Support and take all actions necessary or reasonably requested by the Company to facilitate the implementation and consummation of the Restructuring Transaction in a timely manner, including without limitation supporting approval of the DIP Financing, the filing of the Plan, an accompanying Disclosure Statement and all other Definitive Documents required to be filed in connection with the Solicitation of votes on, and confirmation of, the Plan; provided that nothing herein shall impose on 2HR and Five Y any requirement to agree to (A) extend the Termination Date, or (B) increase the Purchase Price or the Senior DIP Financing, or (C) waive or modify any material condition or provision of this Agreement, or any Definitive Document;

ii) (A) To the extent permitted by sections 1125 and 1126 of the Bankruptcy Code, (I) timely vote, or cause to be voted, all of the Claims held by 2HR and Five Y which are in classes entitled to vote by timely delivering its duly executed and completed ballot(s) accepting the Plan following commencement of the Solicitation and (II) not "opt out" of, or object to, any releases or exculpations provided under the Plan, including without limitation any third party releases (and, to the extent required by the ballot, affirmatively "opt in" to such releases and exculpations), and (B) not change, withdraw or revoke such vote (or cause or direct such vote to be changed, withdrawn or revoked); and

iii) Timely vote or cause to be voted its Claims against any Alternative Transaction.

b) Upon the terms and subject to the conditions hereof, 2HR and Five Y agrees to comply with the following covenants and that, for the duration of the Restructuring Support Period, it shall not, directly or indirectly:

i) Seek, support, encourage, propose, assist, consent to, file, or vote for, or enter or participate in any discussions or any agreement with any Person regarding, directly or indirectly, any Alternative Transaction;

ii) Seek, support, encourage, propose, assist, consent to, or enter into any agreement with any Person regarding, directly or indirectly, a Challenge Proceeding;

iii) Oppose, delay, impede, or take any other action that is materially inconsistent with this Agreement or any of the Definitive Documents, or that would, or would reasonably be expected to, prevent, interfere with, delay or impede the implementation, solicitation, confirmation, or consummation of the Restructuring Transaction (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documents (if applicable), the Solicitation, and confirmation of the Plan);

iv) Take any action that would result (or that with the giving of notice or the passage of time, or both, would result) in a Consenting Party Termination Event or a Company Termination Event.

c) Certain Conditions. The obligations of 2HR and Five Y set forth in Section 5(a) and (b) above are subject to the following conditions:

i) this Agreement shall have become effective in accordance with the provisions of Section 12 hereof; and

ii) this Agreement shall not have been terminated in accordance with the terms of Section 6 hereof.

6. Agreement of GG.

a) Support of Restructuring Transaction. Upon the terms and subject to the conditions hereof, GG agrees to comply with the following covenants and that, for the duration of the Restructuring Support Period, it shall:

i) Support and take all actions necessary or reasonably requested by the Company to facilitate the implementation and consummation of the Restructuring Transaction in a timely manner, including without limitation supporting approval of the DIP Financing, the filing of the Plan, an accompanying Disclosure Statement and all other Definitive Documents required to be filed in connection with the Solicitation of votes on, and confirmation of, the Plan; provided that nothing herein shall impose on GG any requirement to agree to (A) extend the Termination Date, or (B) increase the Junior DIP Financing, or (C) waive or modify any material condition or provision of this Agreement, or any Definitive Document;

ii) (A) To the extent permitted by sections 1125 and 1126 of the Bankruptcy Code, (I) timely vote, or cause to be voted, all of the Claims held by GG which are in classes entitled to vote by timely delivering its duly executed and completed ballot(s) accepting the Plan following commencement of the Solicitation and (II) not "opt out" of, or object to, any releases or exculpations provided under the Plan, including without limitation any third party releases (and, to the extent required by the ballot, affirmatively "opt in" to such releases and exculpations), and (B) not change, withdraw or revoke such vote (or cause or direct such vote to be changed, withdrawn or revoked); and

iii) Timely vote or cause to be voted its Claims against any Alternative Transaction.

b) Upon the terms and subject to the conditions hereof, GG agrees to comply with the following covenants and that, for the duration of the Restructuring Support Period, it shall not, directly or indirectly:

i) Seek, support, encourage, propose, assist, consent to, file, or vote for, or enter or participate in any discussions or any agreement with any Person regarding, directly or indirectly, any Alternative Transaction;

ii) Seek, support, encourage, propose, assist, consent to, or enter into any agreement with any Person regarding, directly or indirectly, a Challenge Proceeding;

iii) Oppose, delay, impede, or take any other action that is materially inconsistent with this Agreement or any of the Definitive Documents, or that would, or would reasonably be expected to, prevent, interfere with, delay or impede the implementation, solicitation, confirmation, or consummation of the Restructuring Transaction (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documents (if applicable), the Solicitation, and confirmation of the Plan);

iv) Take any action that would result (or that with the giving of notice or the passage of time, or both, would result) in a Consenting Party Termination Event or a Company Termination Event.

c) Certain Conditions. The obligations of GG set forth in Section 6(a) and (b) above are subject to the following conditions:

i) this Agreement shall have become effective in accordance with the provisions of Section 12 hereof; and

ii) this Agreement shall not have been terminated in accordance with the terms of Section 6 hereof.

7. Termination of Agreement.

a) Company Termination Events. The Company may terminate this Agreement only upon the occurrence, and during the continuation of, any of the following events (the "**Company Termination Events**"):

i) Termination of this Agreement by 2HR, Five Y or GG;

ii) 2HR's, Five Y's or GG's material breach of any agreements, covenants, representations, or warranties in this Agreement;

iii) Pursuant to Section 10, the Company's board of directors determines in good faith that continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under applicable law;

iv) Five Y or GG fails to provide or terminate its commitment to provide the DIP Financing;

v) the Bankruptcy Court grants relief that is materially inconsistent with the RSA or would reasonably be expected to materially frustrate the purpose of the RSA;

vi) 2HR or Five Y files for approval of or otherwise supports any Alternative Transaction or other transaction that is inconsistent with the Plan or the Restructuring Transaction;

vii) any of the orders approving the DIP Financing, the Plan, or the Disclosure Statement are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Company;

viii) conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, appointment of a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) relating to the operation of Company, or dismissal of the Chapter 11 Cases; or

ix) the Bankruptcy Court's approval of any Alternative Transaction or other transaction that is inconsistent with the Plan or the Restructuring Transaction.

b) Consenting Party Termination Events. Each Consenting Party may terminate this Agreement, with respect to such Consenting Party, at any time after the occurrence, and during the continuation of, any of the following events (the "**Consenting Party Termination Events**") which have a material and adverse impact on (i) the economic treatment of such Consenting Party under the Plan or (ii) the non-economic treatment of the Consenting Party, solely to the extent such Consenting Party is an Impacted Party with respect thereto:

i) Termination of this Agreement by the Company or 2HR;

ii) the Company's, GG's, 2HR's, or Five Y's material breach of any of their obligations under this Agreement;

iii) any of the Definitive Documents filed in the Chapter 11 Case contain terms and conditions materially inconsistent with this Agreement or the Restructuring Transaction and such inconsistency directly or indirectly impacts such Consenting Parties' rights or obligations under the Plan;

iv) conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, appointment of a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) relating to the operation of Company, or dismissal of the Chapter 11 Case;

v) the Bankruptcy Court's approval of an Alternative Transaction or other transaction, or motion regarding same, that is inconsistent with the terms of the Restructuring Transaction; or

vi) if a Consenting Party is an Impacted Party, the voluntary removal by the Debtors of an entity from the list of Designated EB-5 Entities absent prior consultation with such Consenting Party; provided it shall not be a

Consenting Party Termination Event if the Designated EB5 Entity cannot be transferred pursuant to applicable law or the Designated EB-5 Entity is not property of the Debtors' estates.

c) 2HR/Five Y Termination Events. 2HR and Five Y may terminate this Agreement and its commitments to act as Plan Sponsor and DIP Lender, as applicable, at any time after the occurrence, and during the continuation of, any of the following events (the "**2HR Termination Events**"):

i) Termination of this Agreement by the Company, GG or any of the Consenting Parties.

ii) The Company's, GG's or a Consenting Party's material breach of any of their obligations under this Agreement;

iii) The Company takes any action, or as to insiders, permits any action, that would result in an "ownership change" as such term is used in section 382 of title 26 of the United States Code; provided, however, that nothing herein shall constitute or be deemed to be a representation or warranty that an ownership change has not occurred as of the date hereof;

iv) The Company fails to obtain entry of the DIP Financing Order, including the roll-up of the pre-petition bridge loans made to the Company by Five Y and GG in preparation for the Bankruptcy Cases, on an interim basis no later than five (5) business days after the Petition Date, and on a final basis no later than thirty (30) days after the Petition Date;

v) The Company fails to comply with, satisfy, or achieve any of the case milestones, attached as Exhibit B to the DIP Financing Order (the "**Milestones**");

vi) the occurrence of an event of termination under the DIP Financing Order;

vii) The Company fails to provide 2HR, Five Y, GG, and their respective agents with reasonable access to the Company' books, records, and management through the Effective Date;

viii) The Company files any pleading to secure postpetition financing from any party other than 2HR or GG, including financing that provides for super-priority claims or priming liens on any collateral of 2HR or GG (as applicable) without such party's consent in writing in its sole and absolute discretion;

ix) any of the Definitive Documents filed in the Chapter 11 Case contain terms and conditions materially inconsistent with this Agreement or the Restructuring Transaction;

x) conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, appointment of a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) relating to the operation of Company, or dismissal of the Chapter 11 Case;

xi) the Bankruptcy Court grants relief that is materially inconsistent with this Agreement, or would reasonably be expected to materially frustrate the purpose of this Agreement;

xii) The Company or a Consenting Party files for approval of or otherwise supports any Alternative Transaction or other transaction that is inconsistent with the Plan or the Restructuring Transaction;

xiii) any of the orders approving the DIP Financing, the Plan, or the Disclosure Statement are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of 2HR and, with respect to the DIP Financing, Five Y and GG; or

xiv) the Bankruptcy Court's approval of an Alternative Transaction or other transaction that is inconsistent with the terms of the Restructuring Transaction.

d) GG Termination Events. GG may terminate this Agreement, with respect to GG, at any time after the occurrence, and during the continuation of, any of the following events (the "**GG Termination Events**"):

i) Termination of this Agreement by the Company or 2HR;

ii) 2HR fails to provide or terminates its commitment to provide the Purchase Price; or

iii) Five Y fails to provide or terminates its commitment to provide the Senior DIP Financing.

e) Mutual Termination. This Agreement may be terminated by mutual written agreement among all of the Parties hereto.

f) Termination Upon Effective Date. This Agreement shall automatically terminate on the Effective Date of the Plan.

g) Effect of Termination. Upon termination of this Agreement in accordance with this Section 7, subject to Sections 10 and 17 below, each of the Parties shall be immediately released from their respective obligations, commitments, undertakings and agreements under or related to this Agreement and shall have all the rights and remedies available to it under applicable law and equity; provided, however, in no event shall any termination relieve any of the Parties from liability for their respective breach or non-performance of their respective obligations hereunder prior to the date of such termination; provided, further, nothing in this Agreement shall

be deemed to limit or restrict any action by any of the Parties to enforce any right, remedy, condition, consent, or approval requirement under any Definitive Document. In the event of a termination of this Agreement in accordance with this Section 7, the Parties agree to consent to the withdrawal and termination of the Plan.

8. Good Faith Cooperation; Further Assurances; Acknowledgment; No Solicitation.

During the Restructuring Support Period, the Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable and subject to the terms hereof) in respect of (a) all matters relating to their rights hereunder in respect of the Company or otherwise in connection with their relationship with the Company, (b) all matters concerning the implementation of this Agreement, and (c) the pursuit and support of the Restructuring Transaction (including confirmation of the Plan). Furthermore, subject to the terms hereof, each of the Parties shall take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement, including making and filing any required governmental, regulatory, or licensing filings, and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement. This Agreement is not, and shall not be deemed, a Solicitation for consents to the Plan. Except as otherwise permitted in accordance with sections 1125 and 1126 of the Bankruptcy Code, acceptances of the Plan, if any, will not be solicited until the Disclosure Statement and related ballot(s), if any, have been approved, including on a conditional basis, by the Bankruptcy Court.

9. Definitive Documents.

During the Restructuring Support Period, the Parties hereby covenant and agree (a) to negotiate in good faith the Definitive Documents and (b) to execute (to the extent such Party is a party thereto) and otherwise support the Definitive Documents. For the avoidance of doubt, during the Restructuring Support Period, each Party agrees to (i) act in good faith and use commercially reasonable efforts to support and complete successfully the implementation of the Definitive Documents and the Restructuring Transaction in accordance with the terms of this Agreement, and (ii) do all things reasonably necessary and appropriate in furtherance of consummating the Restructuring Transaction in accordance with, and within the time frames contemplated by, this Agreement. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the Parties acknowledge and agree that the Consenting Parties shall have no consent rights with respect to the Definitive Documents so long as any modifications do not have a material and adverse impact on (i) the economic treatment of such Consenting Party under the Plan or (ii) the non-economic treatment of the Consenting Party, solely to the extent such Consenting Party is an Impacted Party with respect thereto.

10. Fiduciary Duty; Alternative Transaction.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall require the Company or any directors or officers of the Company (in such person's capacity as a director or officer of the Company) to take any action, or to refrain from taking any action, to the extent required, in the opinion of counsel in writing, to comply with its or their fiduciary obligations under applicable law; provided, (a) the Company and its advisors may not, directly or indirectly,

solicit, initiate or knowingly encourage, or take any other action designed to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any proposal for an Alternative Transaction; provided, further, the Company may respond to and participate in discussions with any third party that has made (and not withdrawn) a bona fide, unsolicited proposal or inquiry that the Company's board of directors or similar governing body reasonably determines, in good faith and based upon written advice of legal counsel, that the failure to participate in such discussions would be inconsistent with such board's or governing body's fiduciary duties under applicable law; provided, further, nothing in this Section 10 shall prevent the Company complying with any order of the Bankruptcy Court; (b) the Company must provide notice to 2HR, Five Y, GG, Yu Capital, and Girn of the Company's material communications, no later than forty-eight (48) hours of the Company's first such communication (or continuation of such communication), with any other party which expresses interest in an Alternative Transaction; and (c) prior to the Company terminating this Agreement to move forward with an Alternative Transaction, the Company shall provide 2HR, Five Y, GG, Yu Capital and Girn with at least seventy-two (72) hours' notice of the material terms and conditions of the proposed Alternative Transaction and its intent to terminate this Agreement, during which time 2HR shall have a right of first refusal to match such proposal or otherwise to seek relief from the Bankruptcy Court. In the event 2HR does not exercise its right of first refusal as described above, the Company otherwise seeks to invoke its fiduciary out or the Bankruptcy Court approves an Alternative Transaction, then 2HR shall be entitled to the immediate payment and/or repayment from the proceeds of the closing of the Alternative Transaction of (x) all of its reasonable out-of-pocket legal, accounting, and professional fees and expenses related to the Restructuring Transaction (including the Chapter 11 Cases), up to $150,000; provided that the foregoing shall not be deemed to limit any of the DIP Lender's rights to repayment of their reasonable out-of-pocket legal, accounting, and professional fees and expenses related to the Restructuring Transaction; and (y) a termination/break-up fee in the amount of 3% of the Purchase Price, and pending receipt of such payments, 2HR shall have an Allowed Claim pursuant to sections 503(b) and 507(a)(2), (b) of the Bankruptcy Code. For the avoidance of doubt, the Debtors' termination of the RSA pursuant to this Section 10 shall constitute a Termination Event under the RSA.

11. Representations and Warranties.

a) As applicable, each Party, severally (and not jointly), represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof:

i) such Party is validly existing and in good standing under the laws of the jurisdiction of incorporation of its organization, and, subject to entry of the RSA Order in the case of the Company, has all requisite corporate, limited liability company, partnership or similar authority to (A) enter into this Agreement, (B) carry out the transactions contemplated under this Agreement and the Plan and (B) perform its obligations contemplated under this Agreement and the Plan; and the execution and delivery of this Agreement and the performance of such Party's obligations under this Agreement and the Plan have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part;

ii) subject to entry of the RSA Order in the case of the Company, the execution, delivery and performance by such Party of this Agreement do not and will not (A) violate any provision of law, rule or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, (B) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party or (C) violate any order, writ, injunction, decree, statute, rule or regulation;

iii) subject to entry of the RSA Order in the case of the Company, the execution, delivery and performance by such Party of this Agreement do not and will not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority, except such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission and in connection with the Chapter 11 Cases, the Plan and the Disclosure Statement; and

iv) subject to entry of the RSA Order in the case of the Company, this Agreement is the legally valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

b) 2HR represents and warrants that, as of the date hereof, it has the financial wherewithal, ability and/or any necessary commitments to consummate the Restructuring Transaction in accordance with the timeframes and deadlines set forth in this Agreement, including, but not limited to, the timely fulfillment of its obligations.

c) Five Y represents and warrants that, as of the date hereof, it has the financial wherewithal, ability and/or any necessary commitments to consummate the Restructuring Transaction in accordance with the timeframes and deadlines set forth in this Agreement, including, but not limited to, the timely fulfillment of its obligations.

d) GG represents and warrants that, as of the date hereof, it has the financial wherewithal, ability and/or any necessary commitments to consummate the Restructuring Transaction in accordance with the timeframes and deadlines set forth in this Agreement, including, but not limited to, the timely fulfillment of its obligations.

c) The Company represents and warrants that, as of the date hereof, based on the facts and circumstances actually known by the Company, the Company's entry into this Agreement is consistent with the fiduciary duties of the Company and any directors or officers of the Company under applicable law.

12. Effectiveness.

This Agreement shall become effective upon the release and delivery of signature pages to counsel to the Parties hereto, duly executed by each of the Parties. Delivery by telecopier or

electronic mail of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart hereof.

13. Independent Due Diligence and Decision Making.

Each Party confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the Company. To the extent any materials or information have been furnished to it by another Party, each Party acknowledges that it has been provided for informational purposes only, without any representation or warranty.

14. Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by like notice):

(a) If to the Company, at:

Higher Ground Education, Inc.
1321 Upland Dr. PMB 20442
Houston, Texas 77043
Attn: Jon McCarthy
Email: board@tohigherground.com

and

FOLEY & LARDNER LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Attention: Holland N. O'Neil, Esq.
Email: honeil@foley.com

and

1144 15th Street, Ste. 2200
Denver, CO 80202
Attention: Tim Mohan, Esq.
Email: tmohan@foley.com

(b) If to 2HR, at:

2HR Learning, Inc.
2028 E Ben White Blvd, Ste 240-2650
Austin, TX 78741
Attention: Andrew S. Price, Chief Financial Officer
Email: andy.price@trilogy.com

and

COZEN O'CONNOR PC
3 WTC, 175 Greenwich Street, 56th Floor
New York, New York 10007
Attention: Trevor R. Hoffmann, Esq.
Email: thoffmann@cozen.com

(c) If to Five Y, at:

YYYYY, LLC.
2028 E Ben White Blvd, Ste 240-2650
Austin, TX 78741
Attention: Andrew S. Price, Chief Financial Officer
Email: andy.price@trilogy.com

and

COZEN O'CONNOR PC
3 WTC, 175 Greenwich Street, 56th Floor
New York, New York 10007
Attention: Trevor R. Hoffmann, Esq.
Email: thoffmann@cozen.com

(d) If to GG, at:

Guidepost Global Education, Inc.
1205 BMC Dr.
Cedar Park, TX 78613
Attn: General Counsel
Email: legal@guideposteducation.com

and

KANE RUSSELL COLEMAN LOGAN PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Attention: Jason B. Binford, Esq.
Email: jbindford@krcl.com

(e) If to Learn, at:

Learn Capital Venture Partners IV, L.P.
1809 Pearl St.
Austin, TX 78701

Attn: Greg Mauro
Email: greg@learn.vc

and

KANE RUSSELL COLEMAN LOGAN PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Attention: Jason B. Binford, Esq.
Email: jbindford@krcl.com

(f) If to Cosmic, at:

Cosmic Education Americas Limited
United 206, 2/F., OfficePlus@Sheung Wan
93-103 Wing Lok Street, Hong Kong
Attn: Sheng Xu
Email: sxu@cosmicedugroup.com

and

WHITE & CASE LLP
Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900
Miami, FL 33131
Attn: Sam Kava
Email: sam.kava@whitecase.com

(g) If to Venn, at:

Venn Growth HGE LP
Suite 2600, Three Bentall Centre
595 Burrard Street, P.O. Box 49314
Vancouver, BC V7X 1L3
Attn: John Crean
Email: crean@venngp.com

(h) If to WTI, at:

Venture Lending & Leasing IX, Inc.
WTI Fund X, Inc.
104 La Mesa Dr. Suite 102
Portola Valley, CA 94028
Attn: Maurice Werdegar
Email: mauricew@westerntech.com

and

FOX ROTHSCHILD LLP
2501 N. Harwood Street, Suite 1800
Dallas, Texas 75201
Attention: Trey Monsour, Esq.
Email: tmonsour@foxrothschild.com

and

345 California Street, Suite 2200
San Francisco, California 94104
Attention: Jeffrey T. Klugman, Esq.
Email: jklugman@foxrothschild.com

(i) If to Yu Capital, at:

Yu Capital, LLC
644 Broadway 3W
New York, NY 10012
Attention: Zheng Yu Huang
Email: zhuang@yucapital.co

and

NIXON PEABODY LLP
55 West 46th Street
New York, New York 10036
Attention: Christopher Desiderio, Esq.
Email: cdesiderio@nixonpeabody.com

(j) If to Girn, at:

Rebecca and Ray Girn
c/o DENTONS US LLP
100 Crescent Ct #900
Dallas, Texas 75201
Attention: Clay Taylor, Esq.
Email: clay.taylor@dentons.com

and

1221 6th Avenue
New York, New York 10020
Attention: John D. Beck, Esq.
Email: john.beck@dentons.com

15. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, DISPUTE OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF TEXAS OR IN THE BANKRUPTCY COURT (FOR SO LONG AS THE COMPANY IS SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT) AND THE PARTIES HERETO IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTIONS AS TO VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16. Specific Performance.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy for any such breach, without the necessity of proving the inadequacy of money damages as a remedy, including an order of the Bankruptcy Court requiring any Party to comply promptly with any of its obligations hereunder. The rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

17. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 7 hereof, the agreements and obligations of the Parties in this Section 17 and in Sections 10, 14, 15 and 19-27 hereof shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof.

18. Headings.

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

19. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this Section 19 shall be deemed to permit sales, assignments or

transfers of any Consenting Party's claims against or interests in the Company other than as otherwise provided in this Agreement. If any provision of this Agreement, or the application of any such provision to any person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision shall continue in full force and effect so long as the economic or legal substance of the Restructuring Transaction contemplated hereby are not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Restructuring Transaction contemplated hereby are consummated as originally contemplated to the greatest extent possible.

20. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators and representatives, and no other Person shall be a third-party beneficiary hereof.

21. Prior Negotiations; Entire Agreement.

This Agreement (including the exhibits hereto and made a part hereof) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written and oral, between the Parties with respect to the transactions contemplated hereby.

22. Amendments.

a) Except as otherwise provided herein, this Agreement may be amended only upon the prior written approval of each Party hereto; provided that the Agreement may be amended without the consent of any Consenting Party which is not materially and adversely affected by such amendment.

b) No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver be deemed a continuing waiver. No modification or change to this Agreement or the applicable Definitive Documents shall release any Party from obligations under this Agreement if such Definitive Documents remain substantially similar in all economic and other respects to this Agreement and are not inconsistent with this Agreement, and if such modification or change does not, or cannot reasonably be expected to, negatively impact the material economic recovery or other rights in any respect that such Party will receive under such Definitive Documents.

23. Reservation of Rights; No Admission.

Nothing herein shall be deemed an admission of any kind with respect to any other proceeding. If the transactions contemplated herein are not consummated, or this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be

admissible into evidence in any proceeding other than a proceeding to enforce its terms or in the Chapter 11 Cases.

24. Relationship Among Parties.

It is understood and agreed that with respect to the matters set forth herein, except as expressly provided in this Agreement, none of the Parties: (a) have any duty of trust or confidence of any kind or form with each other; (b) have or owe any other duties (fiduciary or otherwise (except for the Company's fiduciary duties under applicable law)) whatsoever to each other; and (c) have commitments among or between them. No prior history, pattern or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement.

25. Representation by Counsel.

Each Party acknowledges that it has been represented by, or provided a reasonable period of time to obtain access to and advice by, counsel with this Agreement and the Restructuring Transaction contemplated herein. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

26. Costs and Expenses.

Except as otherwise set forth herein, each Party shall bear its own costs and expenses of negotiating and preparing this Agreement and the Definitive Documents.

27. Counterparts.

This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts and by facsimile or other electronic transmission, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Company:

Higher Ground Education, Inc.

By: DocuSigned by: 40FE1F89F41148F...

Name: Jonathan McCarthy
Title: Interim President & Secretary

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

2HR:

2HR Learning, Inc.

By: Signed by: Andrew S. Price B596D5D924C2446...
Name: Andrew S. Price
Title: Chief Financial Officer

Five Y:

YYYYY, LLC

By: Signed by: Andrew S. Price B596D5D924C2446...
Name: Andrew S. Price
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GG:

Guidepost Global Education, Inc.

By: Signed by: _____
286BC53F3A4C4B5...
Name: Greg Mauro
Title: President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Consenting Parties:

Learn Capital Venture Partners IV, L.P.

By: Signed by: 286BC53F3A4C4B5...

Name: Greg Mauro
Title: Managing Partner

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Consenting Parties:

Cosmic Education Americas Limited

By: Signed by: Sheng Xu 32C66188A61A4DB...

Name: Sheng Xu
Title: President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Consenting Parties:

Venn Growth GP Limited LP

By: Signed by: Chris Reynolds F99018055AE9459...

Name: Chris Reynolds
Title: Partner

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Consenting Parties:

Venture Lending & Leasing IX, Inc.

By: DocuSigned by: Maurice Werdegar 2D14686D85C64CE...
Name: Maurice Werdegar
Title: Chairman of the Board

WTI Fund X, Inc.

By: DocuSigned by: Maurice Werdegar 2D14686D85C64CE...
Name: Maurice Werdegar
Title: Chairman of the Board

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Consenting Parties:

Yu Capital LLC

By: Signed by: _____
518EBEB7328645B...
Name: Zheng Yu Huang
Title: Authorized Representative

YuATI LLC

By: Signed by: _____
518EBEB7328645B...
Name: Zheng Yu Huang
Title: Authorized Representative

YuFICB LLC

By: Signed by: _____
518EBEB7328645B...
Name: Zheng Yu Huang
Title: Authorized Representative

YuHGE A LLC

By: Signed by: _____
518EBEB7328645B...
Name: Zheng Yu Huang
Title: Authorized Representative

NTRC Equity Partners LP

By: Signed by: _____
518EBEB7328645B...
Name: Zheng Yu Huang
Title: Authorized Representative

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Consenting Parties:

Ramandeep Girn

DocuSigned by:
Ramandeep Girn
47297152615C4B0...

Rebecca Girn

Signed by:
Rebecca Girn
37C078B6D74D401...

Exhibit A

List of Subsidiaries

1. Guidepost A LLC (Delaware)
2. Prepared Montessorian LLC (Delaware)
3. Terra Firma Services LLC (Delaware)
4. Guidepost Birmingham LLC (Delaware)
5. Guidepost Bradley Hills LLC (Delaware)
6. Guidepost Branchburg LLC (Delaware)
7. Guidepost Carmel LLC (Delaware)
8. Guidepost FIC B LLC (Delaware)
9. Guidepost FIC C LLC (Delaware)
10. Guidepost Goodyear LLC (Delaware)
11. Guidepost Las Colinas LLC (Delaware)
12. Guidepost Leawood LLC (Delaware)
13. Guidepost Muirfield Village LLC (Delaware)
14. Guidepost Richardson LLC (Delaware)
15. Guidepost South Riding LLC (Delaware)
16. Guidepost St Robert LLC (Delaware)
17. Guidepost The Woodlands LLC (Delaware)
18. Guidepost Walled Lake LLC (Delaware)
19. HGE FIC D LLC (Delaware)
20. HGE FIC E LLC (Delaware)
21. HGE FIC F LLC (Delaware)
22. HGE FIC G LLC (Delaware)
23. HGE FIC H LLC (Delaware)
24. HGE FIC I LLC (Delaware)
25. HGE FIC K LLC (Delaware)
26. HGE FIC L LLC (Delaware)
27. HGE FIC M LLC (Delaware)
28. HGE FIC N LLC (Delaware)
29. HGE FIC O LLC (Delaware)
30. HGE FIC P LLC (Delaware)
31. HGE FIC Q LLC (Delaware)
32. HGE FIC R LLC (Delaware)
33. LePort Emeryville LLC (Delaware)
34. AltSchool II LLC (Delaware)

Exhibit B

Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
Higher Ground Education, Inc., *et al.*,[1]	§	Case No.: 25-80121-11 (MVL)
Debtors.	§	(Jointly Administered)

JOINT PLAN OF REORGANIZATION OF HIGHER GROUND EDUCATION, INC. AND ITS AFFILIATED DEBTORS

Dated: June 26, 2025

Holland N. O'Neil (TX 14864700)
FOLEY & LARDNER LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Telephone: (214) 999-3000
Facsimile: (214) 999-4667
honeil@foley.com

Timothy C. Mohan
(admitted *pro hac vice*)
FOLEY & LARDNER LLP
1144 15th Street, Suite 2200
Denver, CO 80202
Telephone: (720) 437-2000
Facsimile: (720) 437-2200
tmohan@foley.com

Nora J. McGuffey (TX 24121000)
Quynh-Nhu Truong (TX 24137253)
FOLEY & LARDNER LLP
1000 Louisiana Street, Suite 2000
Houston, TX 77002
Telephone: (713) 276-5500
Facsimile: (713) 276-5555
nora.mcguffey@foley.com
qtruong@foley.com

PROPOSED COUNSEL TO DEBTORS AND DEBTORS IN POSSESSION

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are: Higher Ground Education Inc. (7265); Guidepost A LLC (8540); Prepared Montessorian LLC (6181); Terra Firma Services LLC (6999); Guidepost Birmingham LLC (2397); Guidepost Bradley Hills LLC (2058); Guidepost Branchburg LLC (0494); Guidepost Carmel LLC (4060); Guidepost FIC B LLC (8609); Guidepost FIC C LLC (1518); Guidepost Goodyear LLC (1363); Guidepost Las Colinas LLC (9767); Guidepost Leawood LLC (3453); Guidepost Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Riding LLC (2403); Guidepost St Robert LLC (5136); Guidepost The Woodlands LLC (6101); Guidepost Walled Lake LLC (9118); HGE FIC D LLC (6499); HGE FIC E LLC (0056); HGE FIC F LLC (8861); HGE FIC G LLC (5500); HGE FIC H LLC (8817); HGE FIC I LLC (1138); HGE FIC K LLC (8558); HGE FIC L LLC (2052); HGE FIC M LLC (8912); HGE FIC N LLC (6774); HGE FIC O LLC (4678); HGE FIC P LLC (1477); HGE FIC Q LLC (3122); HGE FIC R LLC (9661); LePort Emeryville LLC (7324); AltSchool II LLC (0403). The Debtors' mailing address is 1321 Upland Dr. PMB 20442, Houston, Texas 77043.

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Higher Ground Education, Inc. together with its affiliated Debtors, as debtors and debtors in possession, propose this joint pre-negotiated plan of reorganization for the resolution of outstanding Claims against and Interests in the Debtors pursuant to Chapter 11 of the Bankruptcy Code. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in Article I. Holders of Claims and Interests should refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, projections of future operations, a liquidation analysis, as well as a summary and description of the Plan and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. NO MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND ANY EXHIBITS AND SCHEDULES ATTACHED THERETO OR REFERENCED THEREIN, HAVE BEEN APPROVED BY THE PROPONENTS FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE PLAN.

FOR AVOIDANCE OF DOUBT, THE PLAN APPLIES AND PRESERVES THE MAXIMUM GLOBAL JURISDICTION POSSIBLE UNDER APPLICABLE U.S. LAW, INCLUDING, WITHOUT LIMITATION, OVER THE ASSETS OF THE DEBTORS WHEREVER LOCATED.

ARTICLE 1

DEFINITIONS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

1.1 Definitions. As used in the Plan, the following terms shall have the following meanings:

1.1.1 "1125(e) Exculpation Parties" means, collectively, and in each case in its capacity as such: (a) each of the Exculpated Parties; (b) the directors and officers of any of the Debtors; (c) each of the Reorganized Debtors; (d) the Professional Persons retained in these Chapter 11 Cases; and (d) with respect to the foregoing parties, the Related Parties thereof to the extent permitted under section 1125(e) of the Bankruptcy Code.

1.1.2 "Accounts Receivable" means all accounts receivable of the Debtors as of the Effective Date.

1.1.3 "Administrative Expense Claim" means a Claim for costs and expenses of administration of the Estates pursuant to sections 328, 330, 331, 503(b), 507(a)(2), 507(b) or, if applicable, 1114(e)(2) of the Bankruptcy Code, including without limitation: (a) any actual and necessary expenses of preserving the Debtors' Estates, including wages, salaries or commissions for services rendered after the commencement of the Chapter 11 Cases, certain taxes, fines and penalties, any actual and necessary post-petition expenses of operating the business of the Debtors, including post-petition indebtedness or

obligations, including the Senior DIP Lender Claim and the Junior DIP Lender Claim, incurred by or assessed against the Debtors in connection with the normal, usual or customary conduct of their business, or for the acquisition or payment of goods or lease of property, or for providing of services to the Debtors; (b) expenses pursuant to section 503(b)(9) of the Bankruptcy Code; (c) all Statutory Fees; and (d) Professional Fee Claims. The Disbursing Agent shall timely pay all post-confirmation quarterly fees as they accrue until the date of the closing of the Chapter 11 Cases. For the avoidance of doubt, subject to Article 3.2.2, Ordinary Course Liabilities incurred by the Debtors under the DIP Loans shall be Allowed Administrative Expense Claim.

1.1.4 "Administrative Claims Bar Date" means the first business day that is thirty (30) days following the Effective Date, except as specifically set forth in the Plan or a Final Order.

1.1.5 "Affiliate" has the meaning set forth in section 101(2) of the Bankruptcy Code when used in reference to a Debtor, and when used in reference to an Entity other than a Debtor, means any other Entity that directly or indirectly wholly owns or controls such Entity or any other Entity that is directly or indirectly wholly-owned or controlled by such Entity.

1.1.6 "Allowed" means, with respect to any Claim or Interest, except as otherwise specified herein, any of the following: (a) a Claim or Interest that has been scheduled by the Debtors in their Schedules as other than disputed, contingent or unliquidated and as to which (i) the Debtors or any other party in interest have not filed an objection, and (ii) no contrary Proof of Claim has been filed; (b) a Claim or Interest that is not a Disputed Claim or Disputed Interest, except to the extent that any such Disputed Claim or Disputed Interest has been allowed by a Final Order; or (c) a Claim or Interest that is expressly allowed (i) by a Final Order, (ii) by an agreement between the Holder of such Claim or Interest and the Debtors or the Reorganized Debtors, or (iii) pursuant to the terms of the Plan; provided, however, that unless expressly waived by the Plan, the Allowed amount of a Claim shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

1.1.7 "Approved Budget" means the budget agreed to by the Debtors and the DIP Lenders and attached as Exhibit A to the DIP Order (as may be amended or otherwise modified from time to time pursuant to the terms of the DIP Order).

1.1.8 "Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, now in effect and as amended by the Bankruptcy Abuse Prevention and Consumer Prevention Act of 2005 or hereafter amended (to the extent any such amendments are applicable to the Chapter 11 Cases).

1.1.9 "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas, or any other court having jurisdiction over these Chapter 11 Cases.

1.1.10 "Bankruptcy Rules" means, collectively, the (a) Federal Rules of Bankruptcy Procedure and (b) Local Rules of the Bankruptcy Court, all as now in effect or hereafter amended (to the extent any such amendments are applicable to the Chapter 11 Cases).

1.1.11 "Bridge CN-3 Distribution Agreement" means, so long as the Girns have not materially breached the RSA, the agreement of the Bridge CN-3 Secured Lenders hereunder other than Ramandeep Girn to waive their rights to a distribution under the Plan on the Effective Date in favor of Mr. Girn, such that Mr. Girn shall receive the entirety of the Bridge CN-3 Secured Lender Recovery on account of his Bridge CN-3 Note.

1.1.12 "Bridge CN-3 Notes" means the series CN-3 convertible promissory notes entered into on and after January 15, 2025. The Bridge CN-3 Notes are collateralized by a priming lien over the assets of Higher Ground Education, superior to the liens of WTI in a principal amount of up to $5,000,000, and are deemed to have an Allowed Secured Claim in the outstanding principal amount of at least $4,800,000.

1.1.13 "Bridge CN-3 Secured Lenders" means, individually and collectively, the lenders under the Bridge CN-3 Notes.

1.1.14 "Bridge CN-3 Secured Lender Recovery" means an aggregate recovery of $500,000 by all Holders of Bridge CN-3 Notes.

1.1.15 "Business Day" means any day, excluding Saturdays, Sundays or "legal holidays" as defined in Bankruptcy Rule 9006(a), or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

1.1.16 "Cash" means legal tender of the United States of America including, but not limited to, bank deposits, checks and other similar items.

1.1.17 "Cash-on-Hand" means all Cash reflected on the Debtors' balance sheet as of the Effective Date, including without limitation all drawn and unutilized advances from the DIP Loans, and all Cash in their bank accounts.

1.1.18 "Causes of Action" means any: (a) Claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises; (b) all rights of setoff, counterclaim, or recoupment and Claims on contracts or for breaches of duties imposed by law; (c) rights to object to Claims or Interests; (d) Claims pursuant to sections 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code; and (e) Claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date including through the Effective Date, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, and whether asserted or assertable directly or derivatively.

1.1.19 "Chapter 11 Cases" means the jointly administered bankruptcy cases of the Debtors commenced under Chapter 11 of the Bankruptcy Code, and jointly administered under *In re Higher Ground Education, Inc., et al.* (Case 25-80121-11 (MVL).

1.1.20 "Claim" means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

1.1.21 "Claims Bar Date" means the date or dates fixed by order of the Bankruptcy Court by which Persons or Entities asserting a Claim against the Debtors, arising prior to the Petition Date, and who are required to file a Proof of Claim on account of such Claim, must file a Proof of Claim or be forever barred from asserting a Claim against the Debtors or their Property and from voting on the Plan and/or sharing in distributions under the Plan.

1.1.22 "Claims Objection Deadline" means the deadline for objecting to Proofs of Claim, which date shall be the date which is 60 days following the Effective Date, provided that the Debtors and the Reorganized Debtors, as applicable, may seek additional extensions of this date from the Bankruptcy Court.

1.1.23 "Class" means a class of Claims or Interests as listed in Article II of the Plan pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

1.1.24 "Closing" means the closing of the transactions contemplated under Article IV of the Plan.

1.1.25 "Combined Hearing" means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code and final approval of the Disclosure Statement.

1.1.26 "CN Notes" means, collectively, the series CN-1, CN-2 and CN-3 convertible promissory notes made pursuant to the Note Purchase Agreement. The CN Notes are collateralized by a lien over the assets of Higher Ground Education, subordinate to the liens of WTI, and are deemed to have an Allowed Secured Claim in the outstanding principal amount of at least $117,434,915.

1.1.27 "CN Note Claim" means the Allowed Claims of holders of CN Notes, other than Bridge CN-3 Notes.

1.1.28 "CN Note Recovery" means the funds (if any) contributed to Class 3 on account of the Class 2 distribution pursuant to the Junior Class Distribution Formula.

1.1.29 "Confirmation" means the Bankruptcy Court's confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, following the Debtors' satisfaction of the elements of section 1129.

1.1.30 "Confirmation Date" means the day on which the Confirmation Order is entered by the Bankruptcy Court on its docket.

1.1.31 "Confirmation Order" means the order of the Bankruptcy Court approving Confirmation of the Plan, which shall be in form and substance acceptable to the Debtors, the Plan Sponsor, the DIP Lender, and the Secured Lender.

1.1.32 "Consummation" means the closing of transactions and delivery of payments to be made on or as soon as reasonably practicable after the Effective Date.

1.1.33 "Corporate Documents" means, as applicable, the certificate of incorporation and by-laws (or any other applicable organizational documents) of the Debtors in effect as of the Petition Date, as may be amended.

1.1.34 "D&O Liability Insurance Policies" means any insurance policy to which one or more of the Debtors is a party that provides liability coverage for any of the Debtors' directors and officers.

1.1.35 "Debtor Release" means the release given by the Debtors to the Released Parties as set forth in Article 10.2 of the Plan.

1.1.36 "Debtors" means, collectively, Higher Ground Education, Inc.; Guidepost A LLC; Prepared Montessorian LLC; Terra Firma Services LLC; Guidepost at Home LLC and each of the other Debtors and Debtors in Possession identified on **Schedule 1.1.36** to the Plan.

1.1.37 "Debtors In Possession" means the Debtors when acting in the capacity of representative of each of their Estates in the Chapter 11 Cases.

1.1.38 "Definitive Documents" means, without limitation, (a) the DIP Financing Documents, (b) the Plan (and all exhibits thereto), (c) the Disclosure Statement, (d) the order approving the Disclosure Statement, (e) the Confirmation Order, (f) the RSA; (g) any other substantive motion or request for relief filed with the Bankruptcy Court, and (h) any other documents or exhibits related to or contemplated in the foregoing clauses (a) through (g), in each case in form and substance consistent with the Plan, the RSA and, except as otherwise set forth herein or in the RSA, reasonably acceptable to the Debtors and Plan Sponsor.

1.1.39 "Designated EB-5 Entities" means those certain Debtor entities (but not their assets, except as otherwise designated on in the Plan Supplement) designated in the Plan Supplement to be transferred to Guidepost Global on the Effective Date.

1.1.40 "DIP Financing Order" means, together, the interim and final orders approving the Debtors' entry into the Senior DIP Loan and the Junior DIP Loan.

1.1.41 "DIP Financing Documents" means, together, the DIP Financing Order, the Senior DIP Promissory Note and the Junior DIP Promissory Note.

1.1.42 "DIP Lender" means, individually and collectively, Junior Lender and Senior Lender.

1.1.43 "DIP Lender Claim" means, individually and collectively, the Senior DIP Lender Claim and the Junior DIP Lender Claim pursuant to the DIP Financing Documents.

1.1.44 "DIP Loans" means, individually and collectively, (i) the Senior DIP Loan in the aggregate amount of up to five million five hundred thousand dollars ($5,500,000) and (ii) the Junior DIP Loan in the amount of at least two million five hundred thousand dollars ($2,500,000), to be provided by the DIP Lenders to the Debtors on the terms and conditions set forth in the DIP Financing Order, the Senior DIP Promissory Note and the Junior DIP Promissory Note. For the avoidance of doubt, subject to the terms thereof, the purpose of the DIP Loans is to fund the Ordinary Course Liabilities of the Debtors, including (a) working capital and general corporate purposes and (b) bankruptcy-related fees, costs and expenses, in each case with respect to clauses (a) and (b), all in accordance with the Approved Budget.

1.1.45 "Disbursing Agent" means one or more Persons or Entities designated by the Debtors prior to the Combined Hearing to serve as a disbursing agent under the Plan.

1.1.46 "Disbursing Agent Restricted Accounts" means the separate accounts established on or as soon as reasonably practicable after the Effective Date to hold adequate funding from the Plan Consideration to pay (i) all Allowed Administrative Expense Claims, (ii) the Bridge CN-3 Secured Lender Claim, (iii) the WTI Secured Lender Claim, (iv) all Allowed Other Secured Claims, (v) all Allowed Priority Tax Claims, Secured Tax Claims and Non-Tax Priority Claims, (vi) the CN Note Recovery (if any) and (vii) the GUC Recovery (if any).

1.1.47 "Disclosure Statement" means the *Disclosure Statement for the Joint Plan of Reorganization of Higher Ground Education, Inc. and Its Affiliated Debtors*, dated June [•], 2025 and filed by the Debtors with the Bankruptcy Court, including all exhibits and schedules thereto, as may be amended or supplemented.

1.1.48 "Disputed Claim or Interest" means a Claim or Interest, or any portion thereof, as to which any one of the following applies: (a) that is listed on the Schedules as unliquidated, disputed, contingent or unknown; (b) that is the subject of a timely objection or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules, any applicable order of the Bankruptcy Court, the Plan or applicable non-bankruptcy law, which objection or request for estimation has not been withdrawn, resolved or overruled by a Final Order; (c) that is otherwise disputed by the Debtors or any other party in interest in accordance with applicable law, which dispute has not been withdrawn, resolved, or overruled by a Final Order; or (d) that is otherwise treated as a 'Disputed Claim' pursuant to the Plan.

1.1.49 "Distribution Record Date" means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date prior to the Effective Date as may be designated in the Confirmation Order.

1.1.50 "EB5AN" means, collectively, EB5AN Investment Management, LLC and EB5AN, LLC.

1.1.51 "Effective Date" means the date selected by the Debtors that is the first Business Day after the Confirmation Date on which (a) the conditions to the occurrence of the Effective Date have been satisfied or waived pursuant to Article 11 hereof and (b) no stay of the Confirmation Order is in effect.

1.1.52 "Entity" means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

1.1.53 "Estate" or "Estates" means, individually, the estate of each Debtor in the Chapter 11 Cases, or, collectively, the estates of all of the Debtors in the Chapter 11 Cases, created pursuant to section 541 of the Bankruptcy Code.

1.1.54 "Equity" means any interest in Higher Ground Education, Inc. represented by ownership of common or preferred stock, including, to the extent provided by applicable law, any purchase right, warrant, stock option or other equity or debt security (convertible or otherwise) evidencing or creating any right or obligation to acquire or issue any of the foregoing the common stock of Higher Ground Education, including all unissued and/or authorized shares of such common or preferred stock; provided that Subsidiary Equity Interests shall be excluded from the definition of Equity, and shall not be treated as Equity or Equity Interests under the Plan.

1.1.55 "Exculpated Claim" means any Claim related to any postpetition act (*i.e.*, on and after the Petition Date), taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' post-petition business operations, the Debtors' out-of-court restructuring efforts, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan, the RSA or any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the preparation or filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, and the administration and implementation of the Plan, including, without limitation, the issuance of the Reorganized HGE Common Stock, or the distribution of Property under the Plan or any other agreement.

1.1.56 "Exculpated Parties" means collectively, and in each case in its capacity as such: (a) the Debtors; (b) the independent directors of the Debtors; and (c) any other statutory committee appointed in the Chapter 11 Cases and each of their respective members, solely in their respective capacities as such.

1.1.57 "Final Order" means, as applicable, an order or judgment entered by the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified or amended, and as to which the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or motion or other proceedings for a new trial, reargument or rehearing shall then be pending or as to which

any right to appeal, petition for certiorari, move for a new trial, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or, in the event that an appeal, writ of certiorari, new trial or reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other applicable court shall have been affirmed by the highest court to which such order or judgment was appealed, or certiorari has been denied, or from which a new trial, reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rules 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules may be but has not then been filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

1.1.58 "General Unsecured Claim" means any prepetition Claim against the Debtors that is not an Administrative Expense Claim, Priority Tax Claim, Secured Tax Claim, Bridge CN-3 Secured Lender Claim, WTI Secured Lender Claim, CN Note Claim, Other Secured Claim, Non-Tax Priority Claim, Intercompany Claim, Equity Interest, or Subsidiary Equity Interest.

1.1.59 "Girn" means, individually and collectively, Ramandeep Girn and Rebecca Girn.

1.1.60 "Governing Body" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

1.1.61 "GUC Recovery" means the funds (if any) contributed to Class 6 on account of the Class 2 distribution pursuant to the Junior Class Distribution Formula.

1.1.62 "Guidepost Global" means Guidepost Global Education, Inc.

1.1.63 "Guidepost Global Assets" means Guidepost Global's (a) entire rights and interests in its current elementary, middle and high school curriculum assets, including associated instructional videos (the "Curriculum Assets") and the Montessorium brand and trademarks and (b) an "as is" fully paid up, perpetual "right to use" license to its intellectual property, including the Altitude learning management system (the "Guidepost Global IP License").

1.1.64 "Higher Ground Education" means Higher Ground Education, Inc.

1.1.65 "Holder" means the beneficial holder of any Claim or Interest.

1.1.66 "Impaired" means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.1.67 "Insider" has the meaning set forth in section 101(31) of the Bankruptcy Code.

1.1.68 "Instrument" means any share of stock, security, promissory note, bond, or any other 'Instrument,' as that term is defined in section 9-102(47) of the Uniform Commercial Code in effect on the Petition Date.

1.1.69 "Intercompany Claim" means any Claim held by a Debtor against another Debtor.

1.1.70 "Interest" means the interest of any holder of an "equity security" (as defined in section 101(16) of the Bankruptcy Code) represented by any issued and outstanding shares of Equity, Subsidiary Equity Interests, or other Instrument evidencing a present ownership interest in any of the Debtors, whether or not transferable, or any option, warrant or right, contractual or otherwise, to acquire any such interest and any redemption, conversion, exchange, voting, participation and dividend rights and liquidation preferences relating to any such equity securities.

1.1.71 "Judicial Code" means title 28 of the United States Code, 28 U.S.C §§1-4001.

1.1.72 "Junior Class Distribution Formula" means, (a) if both Class 3 and Class 6 vote to accept the Plan, then following distributions on account of all Allowed Class 5 Claims, the Class 2 distribution shall be contributed to Class 3 and Class 6 on a *pari passu* basis in proportion to their Allowed Claims, excluding Allowed Claims held by the Released Parties (except as otherwise expressly set forth in this Plan); and (b) if only one of Class 3 and Class 6 vote to accept the Plan, then the Class 2 distribution shall be contributed exclusively to such accepting Class. For the avoidance of doubt, if Class 3 or Class 6 does not vote to accept the Plan, then such Class is not entitled to the Class 2 distribution.

1.1.73 "Junior DIP Financing Documents" means, together, the DIP Financing Order and the Junior DIP Promissory Note.

1.1.74 "Junior DIP Lender" means Guidepost Global, in its capacity as lender under the Junior DIP Financing Documents, upon Bankruptcy Court approval of the DIP Financing Order.

1.1.75 "Junior DIP Lender Claim" means any and all Claims arising from, under or in connection with the Junior DIP Financing Documents.

1.1.76 "Junior DIP Loan" means the loans made by Junior DIP Lender pursuant to the Junior DIP Financing Documents.

1.1.77 "Junior DIP Promissory Note" means the Junior Debtor In Possession Promissory Note, in form and substance attached to the DIP Financing Order, as executed by the Debtors following the approval of the DIP Financing Order by the Bankruptcy Court.

1.1.78 "Lien" has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.1.79 "Mutual Release" means the release provision set forth in Article 10.4 of the Plan.

1.1.80 "Non-Tax Priority Claim" means a Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

1.1.81 "Note Purchase Agreement" means the Note Purchase Agreement (together with the related exhibits, schedules and transaction documents) by and between Higher Ground Education, as borrower, and each lender on the Schedule of Lenders thereto, dated May 31, 2024, as amended by the Amendment to Note Purchase Agreement, effective as of June 10, 2024 , as amended by the Second Amendment to Note Purchase Agreement, effective as of September 30, 2024, as amended by the Third Amendment to Note Purchase Agreement, effective as of December 31, 2024 (as amended, supplemented or otherwise modified).

1.1.82 "Ordinary Course Liability" means indebtedness arising in the ordinary course of the Debtors' business operations, solely to the extent provided for in the Approved Budget, and the post-petition financing incurred to fund such business operations following Bankruptcy Court approval.

1.1.83 "Other Secured Claim" means any Secured Claim other than the DIP Lender Claims, Bridge CN-3 Lender Claim, WTI Secured Lender Claims and Secured Tax Claims.

1.1.84 "Pass-Through Assets" shall have the meaning set forth in Article 9.4 of the Plan.

1.1.85 "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code.

1.1.86 "Petition Date" means June 17, 2025, the date on which each of the Debtors filed their voluntary petitions under Chapter 11 of the Bankruptcy Code commencing these Chapter 11 Cases.

1.1.87 "Plan" means this joint pre-negotiated plan of reorganization and any schedules, exhibits, and other attachments hereto, as it may be amended, modified, or supplemented from time to time.

1.1.88 "Plan Consideration" means $4.5 million *minus* the Senior DIP Lender Claim.

1.1.89 "Plan Sponsor" means 2HR Learning, Inc.

1.1.90 "Plan Supplement" means the compilation of documents, including any exhibits to this Plan not included herewith, that the Debtors shall file with the Bankruptcy Court.

1.1.91 "Plan Supplement Deadline" means such date that is seven (7) days prior to the deadline to object to confirmation of the Plan (or such later date as may be authorized by the Bankruptcy Court) or if such date is not a Business Day, the first date proceeding that date that is a Business Day.

1.1.92 "Priority Tax Claim" means a Claim that is entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

1.1.93 "Professional Fee Claims" means the Claims of (a) Professional Persons and (b) any Person making a Claim for compensation or expense reimbursement under section 503(b) of the Bankruptcy Code, in each case for reasonable compensation or reimbursement of reasonable costs and expenses relating to services performed during the period commencing on the Petition Date and ending on (and including) the Confirmation Date.

1.1.94 "Professional Fee Order" means *the Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief entered by the Bankruptcy Court in these Chapter 11 Cases* at Docket No. [●].

1.1.95 "Professional Holdback Amount" means the aggregate holdback of those fees of Professional Persons billed to the Debtors during the Chapter 11 Cases that are held back pursuant to the Professional Fee Order or any other order of the Bankruptcy Court, which amount is to be deposited in the Professional Holdback Escrow Account as of the Effective Date. The Professional Holdback Amount shall not be considered Property of the Debtors or the Reorganized Debtors. When all Professional Fee Claims have been paid, amounts remaining in the Professional Holdback Escrow Account, if any, shall be remitted to the Disbursing Agent for distribution in accordance with the Plan.

1.1.96 "Professional Holdback Escrow Account" means the escrow account established by the Disbursing Agent into which Cash equal to the Professional Holdback Amount shall be deposited on the Effective Date for the payment of Allowed Professional Fee Claims to the extent not previously paid or disallowed.

1.1.97 "Professional Person" means a Person or Entity who is employed pursuant to a Final Order in accordance with sections 327, 328, 363 or 1103 of the Bankruptcy Code and is to be compensated for services rendered prior to the Confirmation Date pursuant to sections 327, 328, 329, 330, 331 or 363 of the Bankruptcy Code.

1.1.98 "Proof of Claim" means any proof of claim that is filed by a Holder of a Claim filed in these Chapter 11 Cases.

1.1.99 "Property" means any and all right, title and interest in and to all property of any kind or nature whatsoever owned by the any of the Debtors or their Estates on the

Effective Date as defined by 11 U.S.C. § 541, whether real, personal, or mixed, and whether tangible or intangible.

1.1.100 "Reinstated" means either (a) leaving unaltered the legal, equitable, and contractual right to which a Claim entitles the Holder of such Claim so as to leave such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default, (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim (other than the Debtors or an Insider) for any actual pecuniary loss incurred by such holder as a result of such failure; or (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim.

1.1.101 "Related Parties" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, (a) such Entity's current and former Affiliates and (b) such Entity's and such Entity's current and former Affiliates' directors, managers, officers, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, successors, assigns (whether by operation of Law or otherwise), direct or indirect parent entities and/or subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, fiduciaries, employees, agents (including any disbursing agent), financial advisors, attorneys, accountants, consultants, investment bankers, representatives, and other professionals.

1.1.102 "Released Parties" means each of, and in each case in their capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) 2HR Learning, Inc., including without limitation in its capacities as Plan Sponsor; (d) YYYYY, LLC, including without limitation in its capacity as Senior DIP Lender; (e) Guidepost Global, including without limitation in its capacity as Junior DIP Lender; (f) Learn Capital, LLC; (g) Yu Capital; (h) WTI; (i) Girn; (j) Venn; (k) the Releasing Parties; (l) all Holders of Claims or Interests who do not affirmatively opt out of the releases provided by this Plan; (m) each current and former Affiliates of each Entity in clause (a) through the following clause (l); and each Related Party of each Entity in clause (a) through (l); provided that, in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article 10.3 hereof or (y) timely objects to the releases contained in Article 10.3 hereof and such objection is not resolved before Confirmation.

1.1.103 "Releasing Parties" means each of, and in each case in their capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) 2HR Learning, Inc., including without limitation in its capacities as Plan Sponsor; (d) YYYYY, LLC, including without limitation in its capacity as Senior DIP Lender; (e) Guidepost Global including without limitation in its capacity as Junior DIP Lender; (f) Learn Capital, LLC; (g) Yu Capital; (h) WTI; (i) Girn; (j) Venn; (k) all Holders of Claims or Interests that vote to accept or reject this Plan and who do not affirmatively opt out of the releases by timely completing and submitting the Opt-Out Form before the Voting Deadline; (l) all Holders of Claims or Interests that are deemed to accept or reject this Plan and who do not affirmatively opt out of the releases by timely completing and submitting the Opt-Out Form before the Voting Deadline; (m) all Holders of Claims or Interests who abstain from voting on this Plan and who do not affirmatively opt out of the releases by timely completing and submitting the Opt-Out Form before the Voting Deadline; (n) current and former Affiliates of each entity in clause (a) through the following clause (m) for which such Entity is legally entitled to bind such Affiliates to the releases contained in this Plan under applicable Law or that have otherwise received proper notice of this Plan; and (o) each Related Party of each Entity in clause (a) through this clause (m) for which such Entity is legally entitled to bind such Related Party to the releases contained in this Plan under applicable Law or that have otherwise received proper notice of this Plan; *provided that*, in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article 10.3 hereof or (y) timely objects to the releases contained in Article 10.3 hereof and such objection is not resolved before Confirmation. Notwithstanding the foregoing, and for the avoidance of doubt, no party shall be a Releasing Party to the extent that such party did not receive proper notice and service of the Opt-Out Form.

1.1.104 "Reorganized HGE" means Higher Ground Education, Inc., on and after the Effective Date, together with any and all Subsidiary Equity Interests obtained or retained by Higher Ground Education pursuant to the Plan, each as vested with the Property of their respective Estates. Except as otherwise set forth herein, on the Effective Date, Reorganized HGE shall retain all Subsidiary Equity Interests in the Reorganized HGE Subsidiaries.

1.1.105 "Reorganized HGE Assets" means all (a) School Assets, (b) Guidepost Global Assets, (c) Reorganized HGE Contracts or Leases, (d) all Pass-Through Assets identified on the Schedule of Reorganized HGE Assets, (d) all Subsidiary Equity Interests in the Reorganized HGE Subsidiaries and (e) all corporate documentation and corporate records identified on the Schedule of Reorganized HGE Assets. The Schedule of Reorganized HGE Assets shall be included in the Plan Supplement. The Debtors may amend the Schedule of Reorganized HGE Assets at any time prior to the Effective Date with the consent of Plan Sponsor.

1.1.106 "Reorganized HGE Common Stock" means 100% of the equity interests in Reorganized HGE issued on the Effective Date to the Plan Sponsor in exchange for the Plan Consideration, and to the Senior DIP Lender under and subject to the Subscription Option, if exercised, in the total amount of 1,000 shares, free and clear

of all Liens, Claims, Equity Interests and encumbrances of any kind, except as provided in the Plan.

1.1.107 "Reorganized HGE Contracts or Leases" means those executory contracts and unexpired leases that are identified as a Reorganized HGE Contract or Lease on the Schedule of Assumed Contracts and Unexpired Leases attached hereto as Exhibit [ ].

1.1.108 "Reorganized HGE Subsidiaries" shall mean the reorganized Debtors identified as Reorganized HGE Subsidiaries in the Plan Supplement.

1.1.109 "Reorganized Debtors" means each of the Debtors, as vested with the Property of the Estates on and after the Effective Date.

1.1.110 "RSA" means the Restructuring Support Agreement, dated June 17, 2025 (as amended, supplemented or otherwise modified from time to time).

1.1.111 "RSA Parties" means the signatories to the RSA, including (a) the Debtors, (b) 2HR Learning, Inc., including without limitation in its capacities as Plan Sponsor; (c) YYYYY, LLC, including without limitation in its capacity as Senior DIP Lender; (d) Guidepost Global including without limitation in its capacity as Junior DIP Lender; (e) Learn Capital, LLC; (f) Yu Capital; (g) WTI; (h) Girn; (i) Venn; and (j) with respect to the foregoing Entities, the Related Parties thereof to the extent permissible under applicable federal and state law.

1.1.112 "Schedule of Retained Causes of Action" means a schedule of certain Claims and Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan; *provided*, in no instance shall Claims or Causes of Action against any Released Party or any Exculpated Party that is released pursuant to Article 10 of the Plan be retained.

1.1.113 "Schedules" means the schedules of assets and liabilities, the list of equity interests, and the statement of financial affairs filed by the Debtors with the Bankruptcy Court pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007(b), as the same may be amended or supplemented from time to time.

1.1.114 "Schedule of Assumed Contracts and Unexpired Leases" means the schedule identifying the executory contracts and unexpired leases to be assumed under the Plan. The Schedule of Assumed Contracts and Unexpired Leases is attached as Exhibit [•] to the Plan, which Exhibit may be amended with such amendment being included in the Plan Supplement.

1.1.115 "School Assets" means any and all tangible and intangible personal property of every kind and nature utilized for the operation of Debtors' school businesses and operations.

1.1.116 "Secured" means when referring to a Claim: (a) secured by a Lien on Property in which the Estate has an interest, which Lien is valid, perfected, and

enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed as such pursuant to the Plan.

1.1.117 "Secured Tax Claim" means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

1.1.118 "Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, together with the rules and regulations promulgated thereunder.

1.1.119 "Security" means a security as defined in section 2(a)(1) of the Securities Act.

1.1.120 "Senior DIP Financing Documents" means, together, the DIP Financing Order and the Senior DIP Promissory Note.

1.1.121 "Senior DIP Lender" means YYYYY, LLC, in its capacity as lender under the Senior DIP Financing Documents, upon Bankruptcy Court approval of the DIP Financing Order.

1.1.122 "Senior DIP Lender Claim" means any and all Claims arising from, under or in connection with the Senior DIP Loan.

1.1.123 "Senior DIP Loan" means loans made by Senior DIP Lender pursuant to the Senior DIP Financing Documents.

1.1.124 "Senior DIP Promissory Note" means the Senior Debtor In Possession Promissory Note, in form and substance attached to the DIP Financing Order, as executed by the Debtors following the approval of the DIP Financing Order by the Bankruptcy Court.

1.1.125 "Statutory Fees" mean the fees payable pursuant to section 1930 of the Judicial Code in the manner set forth in Article 3.4 of the Plan.

1.1.126 "Subclass" means a subdivision of any Class described herein.

1.1.127 "Subscription Option" means the right of the DIP Lender to, at its option, convert a portion of the outstanding Allowed DIP Lender Claim into shares of Reorganized HGE Common Stock at a rate of 10% of the Allowed DIP Lender Claim for 60 shares of Reorganized HGE Common Stock, up to a maximum of 100% of the Allowed DIP Lender Claim for 600 shares out of the total 1000 shares of Reorganized HGE Common Stock. The Plan Sponsor reserves the right to modify the Subscription Option, provided that (a) no such modification shall adversely impact the Plan treatment of other creditors and (b) such modification is approved by the DIP Lender.

1.1.128 "Subsidiary Equity Interest" means any Interest of the Debtors other than the Equity Higher Ground Education, including any Interest of such Debtors in subsidiaries or Affiliates.

1.1.129 "Third-Party Release" means the release set forth in Article 10.3 of this Plan.

1.1.130 "TNC" means TNC Schools, LLC.

1.1.131 "Transferred Executory Contracts / Unexpired Leases" means those executory contracts and/or unexpired leases designated in the Plan Supplement as having been sold or foreclosed upon prior to the Petition Date in connection with the WTI, Learn and/or Yu Capital foreclosures.

1.1.132 "Unimpaired" means, when used with reference to a Claim or Interest, a Claim or Interest that is not Impaired.

1.1.133 "United States Trustee" means the Office of the United States Trustee for Region 6.

1.1.134 "Upper Tier Debtors" means collectively, Higher Ground Education, Guidepost A LLC, Prepared Montessorian LLC and Terra Firma Services LLC.

1.1.135 "Venn" means, collectively, Venn Growth GP Limited, Venn Growth HGE LP and Venn Growth HGE II LP.

1.1.136 "Voting Deadline" means August 25, 2025, at 5:00 p.m. (prevailing Central Time).

1.1.137 "WTI" means, collectively, Venture Lending & Leasing IX, Inc. and WTI Fund X, Inc.

1.1.138 "WTI Secured Lender Claim" means the Allowed Secured post-foreclosure deficiency claim of WTI in the collective amount of at least $4,680,970.83 under: (a) the Loan and Security Agreement, dated as of February 19, 2021 (as the same has been amended, supplemented, restated and modified from time to time, the "2021 Loan Agreement"), among the Upper Tier Debtors, as borrowers, and Venture Lending & Leasing IX, Inc., as lender, in the Allowed amount of at least $153,801.58; and (b) the Loan and Security Agreement, dated as of November 8, 2023 (as the same has been amended, supplemented, restated and modified from time to time, the "2023 Loan Agreement" and together with the 2021 Loan Agreement, the "WTI Loan Agreements"), among the Upper Tier Debtors, as borrowers, and WTI Fund X, Inc., as lender, in the Allowed amount of at least $4,527,169.25.

1.1.139 "Yu Capital" means, collectively, Yu Capital, LLC YuATI LLC, YuFICB LLC, YuHGE A LLC, NTRC Equity Partners, LP.

1.2 Interpretation, Rules of Construction, Computation of Time, Settlement and Governing Law.

1.2.1 Defined Terms. Any term used in the Plan that is not defined in the Plan, either in Article 1.1 or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.2.2 Rules of Interpretation. For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference in the Plan to a contract, Instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, but if there exists any inconsistency between a summary of, or reference to, any document in the Plan or Confirmation Order and the document itself, the terms of the document as of the Effective Date shall control; (c) any reference in the Plan to an existing document or Plan Supplement that is filed or to be filed means such document or Plan Supplement, as it may have been or may subsequently be amended, modified or supplemented; (d) unless otherwise specified in a particular reference, all references in the Plan to "section," "article" and "Plan Supplement" are references to a section, article and Plan Supplement of or to the Plan; (e) the words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan in its entirety rather than to only a particular portion of the Plan; (f) captions and headings to articles and sections are inserted for convenience or reference only and are not intended to be a part of or to affect the interpretation of the Plan; (g) unless otherwise specified herein, all references herein to "Articles" are references to Articles of the Plan; (h) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (j) any docket number references in the Plan shall refer to the docket number of any document filed with the Bankruptcy Court in the Chapter 11 Cases; (k) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like, as applicable; (l) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; (m) any immaterial effectuating provisions may be interpreted by the Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; (n) except as otherwise provided, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter; and (o) any reference to an Entity as a Holder of a Claim or Interest includes such Entity's permitted successors and assigns.

1.2.3 Computation of Time. Unless otherwise specifically stated herein, in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

1.2.4 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, Instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in Delaware shall be governed by the laws of the state of incorporation of the relevant Debtor or Reorganized Debtor, as applicable.

1.2.5 Reference to Monetary Figures. All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

ARTICLE 2

DESIGNATION OF CLAIMS AND INTERESTS

2.1 Summary of Designation of Claim and Interests. The following is a designation of the Classes of Claims and Interests under the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified and are excluded from the following Classes. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest is within the description of that Class and is classified in another Class to the extent that any remainder of the Claim or Interest qualifies within the description of such other Class or Classes. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest is an Allowed Claim or Allowed Interest and has not been paid, released or otherwise satisfied before the Effective Date.

Class	Claims and Interests	Status	Voting Rights
Class 1:	Bridge CN-3 Secured Lender Claim	Impaired	Entitled to Vote
Class 2:	WTI Secured Lender Claim	Impaired	Entitled to Vote
Class 3	CN Note Claims	Impaired	Entitled to Vote
Class 4:	Other Secured Claims	Unimpaired	Deemed to Accept; Not Entitled to Vote
Class 5:	Non-Tax Priority Claims	Unimpaired	Deemed to Accept; Not Entitled to Vote
Class 6:	General Unsecured Claims	Impaired	Entitled to Vote
Class 7:	Intercompany Claims	Impaired	Deemed to Reject; Not Entitled to Vote

Class	Claims and Interests	Status	Voting Rights
Class 8:	Equity	Impaired	Deemed to Reject; Not Entitled to Vote
Class 9:	Subsidiary Equity Interests	Unimpaired	Deemed to Accept; Not Entitled to Vote

ARTICLE 3

TREATMENT OF CLAIMS AND INTERESTS

3.1 Unclassified Claims. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified, are Unimpaired, and are not entitled to vote on the Plan.

3.2 Administrative Expense Claims.

3.2.1 In General. Except to the extent that a Holder of an Allowed Administrative Expense Claim has been paid by the Debtors prior to the Effective Date or such other treatment has been agreed to by the Holder of such Administrative Expense Claim and the Debtors, each Holder of an Allowed Administrative Expense Claim (other than a Professional Fee Claim and other than an Administrative Expense Claim), in full and final satisfaction, release, settlement and discharge of such Administrative Expense Claim, shall be paid in full, in Cash, in such amounts as (a) are incurred in the ordinary course of business by the Debtors when and as such Claim becomes due and owing, (b) are Allowed by the Bankruptcy Court upon the later of the Effective Date, the date upon which there is a Final Order allowing such Administrative Expense Claim or any other date specified in such order, or (c) may be agreed upon between the Holder of such Administrative Expense Claim and the Debtors.

3.2.2 **HOLDERS OF ADMINISTRATIVE EXPENSE CLAIMS THAT ARE REQUIRED TO, BUT DO NOT, FILE AND SERVE A REQUEST FOR PAYMENT OF SUCH ADMINISTRATIVE EXPENSE CLAIMS BY THE ADMINISTRATIVE CLAIMS BAR DATE SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH ADMINISTRATIVE EXPENSE CLAIMS AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THE PROPERTY OF ANY OF THE FOREGOING, AND SUCH ADMINISTRATIVE EXPENSE CLAIMS SHALL BE DEEMED DISCHARGED AS OF THE EFFECTIVE DATE.**

3.2.3 Professional Compensation.

(a) Final Fee Applications. All final requests for payment of Professional Fee Claims, including the Professional Holdback Amount and Professional Fee Claims incurred during the period from the Petition Date through the Effective Date, must be filed with the Bankruptcy Court and served on the Reorganized Debtors no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any applicable orders of the Bankruptcy Court, the Allowed

amounts of such Professional Fee Claims shall be determined and paid as directed by the Bankruptcy Court.

(b) Professional Holdback Escrow Account. If the Professional Holdback Amount and Professional Fee Claims are greater than zero, as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish and fund the Professional Holdback Escrow Account with Cash equal to the Professional Holdback Amount, and no Liens, claims, or interests shall encumber the Professional Holdback Escrow Account in any way.

(c) Post-Effective Date Fees and Expenses. Except as otherwise specifically provided in the Plan, from and after the Effective Date, each of the Reorganized Debtors and the Disbursing Agent shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash their respective reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by such Reorganized Debtor or Disbursing Agent.

(d) Professional Fee Reserve Amount. No later than one (1) Business Day prior to the Effective Date, holders of Professional Fee Claims shall provide a reasonable estimate of unpaid Professional Fee Claims incurred in rendering services to the Debtors prior to approval by the Bankruptcy Court through and including the Effective Date, including any fees and expenses projected to be outstanding as of the Effective Date, and the Debtors shall escrow such estimated amounts for the benefit of the Holders of the Professional Fee Claims until the fee applications related thereto are resolved by Final Order or agreement of the parties; *provided*, such estimate shall not be deemed to limit the amount of fees and expenses that are the subject of a Professional Person's final request for payment of filed Professional Fee Claims. If a Holder of a Professional Fee Claim does not provide an estimate, the Debtors shall estimate the unpaid and unbilled reasonable and necessary fees and out-of-pocket expenses of such holder of a Professional Fee Claim. When all Professional Fee Claims have been Allowed and paid in full or not Allowed, any remaining amount in such escrow shall be remitted to the Disbursing Agent for distribution in accordance with the Plan.

(e) Post-Effective Date Fees and Expenses. Upon the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors and the Disbursing Agent may employ and pay any Professional Person in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

3.3 Priority Tax Claims and Secured Tax Claims. Except to the extent that a Holder of an Allowed Priority Tax Claim or Secured Tax Claim has been paid by the Debtors prior to

the Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Tax Claim and Secured Tax Claim, in full and final satisfaction, release, settlement and discharge of such Priority Tax Claim or Secured Tax Claim, shall receive on account of such Claim, payment in full in Cash as soon as reasonably practicable after the Effective Date or such other treatment in accordance with the terms set forth in section 1129(a)(9)(c) of the Bankruptcy Code.

3.4 Statutory Fees. All Statutory Fees shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first; provided that all fees attributable to Guidepost Global on account of the transfer of the Designated EB-5 Entities (if any) to Guidepost Global shall be paid by Guidepost Global. For avoidance of doubt, the U.S. Trustee shall not be required to File any Administrative Claim in the Chapter 11 Cases and shall not be treated as providing any release under the Plan in connection therewith.

3.5 Senior DIP Lender Claim. The Senior DIP Lender Claim shall be Allowed in the full amount of all amounts advanced under the Senior DIP Loan, plus accrued interest. Pursuant to the Subscription Option, the Senior DIP Lender shall have the option to convert up to 100% of the principle amount of the Allowed Senior DIP Lender Claim into shares of Reorganized HGE Common Stock at a rate of 10% of the Allowed Senior DIP Lender Claim for 60 shares of Reorganized HGE Common Stock, up to a maximum of 100% of the Allowed Senior DIP Lender Claim for 600 shares out of the total 1000 shares of Reorganized HGE Common Stock.

All amounts of the Allowed Senior DIP Lender Claim that are not exchanged for Reorganized HGE Common Stock on account of an election of the Subscription Option shall be repaid (a) in full in Cash from the Plan Consideration on the Effective Date or (b) by mutual agreement of Plan Sponsor and Senior DIP Lender, deemed repaid via a dollar-for-dollar reduction in funding of the Plan Consideration.

For the avoidance of doubt, the election, partial election or non-election of the Subscription Option will not impact the recovery to the Estates. The Cash available to the Estates for Creditors other than the Senior DIP Lender (after giving effect to the retirement of the Senior DIP Lender Claim (either by exercise of the Subscription Option or payment or deemed repayment of the portion of the Senior DIP Lender Claim for which the Subscription Claim is not exercised)) and the Junior DIP Lender (after giving effect to the forgiveness of its Junior DIP Lender Claims) for which to effectuate the Plan, will be $4.5 million minus the Senior DIP Lender Claims.

3.6 Junior DIP Lender Claim. The Junior DIP Lender Claim shall be Allowed in full. On the Effective Date, in consideration for the Settlement and Releases contained herein, each Holder of an Allowed Junior DIP Lender Claim, in full and final satisfaction, release, settlement, and discharge of such Allowed Junior DIP Financing Claim, agrees that its Junior DIP Lender Claim shall be forgiven in its entirety.

3.7 Class 1 (Bridge CN-3 Secured Lender Claims).

(a) *Impairment*. Class 1 consists of the Bridge CN-3 Secured Lender Claims. Class 1 is Impaired, and the Holders of Claims in Class 1 are entitled to vote to accept or reject the Plan.

(b) *Treatment*. The Bridge CN-3 Secured Lender Claims are deemed Allowed in the amount of at least $4,800,000. On or as soon as practicable after the Effective Date, the Holders of Bridge CN-3 Secured Lender Claims, in full and final satisfaction, release, settlement, and discharge of such Bridge CN-3 Secured Lender Claims, shall receive a Cash distribution in the aggregate amount of $500,000, to be distributed in accordance with the Bridge CN-3 Distribution Agreement.

3.8 Class 2 (WTI Secured Lender Claim).

(a) *Impairment*. Class 2 consists of the WTI Secured Lender Claim. Class 2 is Impaired, and the Holders of Claims in Class 2 are entitled to vote to accept or reject the Plan.

(b) *Treatment*. The WTI Secured Lender Claim is deemed allowed in the amount of at least $4,680,970.83. On or as soon as practicable after the Effective Date, Holders of WTI Secured Lender Claims, in full and final satisfaction, release, settlement, and discharge of such WTI Secured Lender Claims, shall receive 100% of all Cash remaining after distributions on account of Allowed Administrative Expense Claims, Priority Tax Claims, Secured Tax Claims and Class 1 Claims; *provided*, *however*, in the event of that Class 3 and/or Class 6 accepts the Plan, the Holders of WTI Secured Lender Claim agree that, following distributions on account of Allowed Class 5 Claims, the WTI Secured Lenders' distributions shall instead be distributed for the benefit of the Holders of Allowed Class 3 and/or Class 6 Claims pursuant to the Junior Class Distribution Formula.

3.9 Class 3 (CN Note Claims).

(a) *Impairment*. Class 3 consists of the CN Note Claims. Class 3 is Impaired, and the Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan.

(b) *Treatment*. The CN Note Claims are deemed Allowed in the principal amount of at least $117,434,915. If Class 3 votes to accept the Plan, then the Holders of Allowed Class 3 Claims (other than the Released Parties, if applicable) shall receive their pro rata share of the CN Note Recovery pursuant to the Junior Class Distribution Formula in accordance with terms of the Note Purchase Agreement. For the avoidance of doubt, Class 3 shall only receive a distribution under the Plan if Class 3 accepts the Plan.

(c) The CN Notes shall not be deemed satisfied, released, settled or discharged under the Plan. As set forth in the Plan Supplement, at the election of Plan Sponsor (i) the CN Note Claims shall be deemed to be assigned to the Plan Sponsor and/or (ii) be converted to a class of equity of the Reorganized Debtor, the entirety of which shall be acquired by Plan Sponsor pursuant to the Plan, and upon request shall execute and deliver all such affidavits, certificates, agreements, instruments and other documents which are usual and customary to facilitate the foregoing assignment, in each case, in form and substance reasonably acceptable to the Plan Sponsor.

3.10 Class 4 (Other Secured Claims).

(a) *Non-Impairment*. Class 4 consists of all Other Secured Claims. Class 4 is Unimpaired, and pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Claims in Class 4 are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

(b) *Subclassification*. Each Other Secured Claim, if any, shall constitute and comprise a separate Subclass numbered 4.1, 4.2, 4.3 and so on.

(c) *Treatment*. On the Effective Date, each Allowed Other Secured Claim, in full and final satisfaction, release, settlement and discharge of such Allowed Other Secured Claim, shall be, at the Debtors' option, (a) Reinstated, (b) satisfied by the Debtors' surrender of the collateral securing such Claim (except to the extent such collateral constitutes Reorganized HGE Assets), (c) offset against, and to the extent of, the Debtors' claims against the Holder of such Claim, or (d) otherwise rendered Unimpaired (provided such unimpairment shall not impact the Reorganized HGE Assets without the express consent of Plan Sponsor), except to the extent the Debtors, the Plan Sponsor and such Holder agree to a different treatment.

3.11 Class 5 (Non-Tax Priority Claims).

(a) *Non-Impairment*. Class 5 consists of all Non-Tax Priority Claims. Class 5 is Unimpaired, and pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Claims in Class 5 are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

(b) *Treatment*. The legal, equitable and contractual rights of the Holders of Allowed Non-Tax Priority Claims are unaltered by the Plan. Each Holder of an Allowed Non-Tax Priority Claim, in full and final satisfaction, release, settlement, and discharge of such Allowed Non-Tax Priority Claim, shall be paid in full, in Cash, on, or as soon as reasonably practicable after, the Effective Date, or in accordance with the terms of any agreement between the Debtors, the Plan Sponsor and the Holder of an Allowed Non-Tax Priority Claim or on such other terms and conditions as are acceptable to the Debtors, the Plan Sponsor and the Holder of an Allowed Non-Tax Priority Claim.

3.12 Class 6 (General Unsecured Claims).

(a) *Impairment*. Class 6 consists of all General Unsecured Claims. Class 6 is Impaired, and the Holders of Class 6 Claims are entitled to vote on the Plan.

(b) *Treatment*. On or as soon as practicable after the Effective Date, then the Holders of Allowed General Unsecured Claims (other than the Released Parties, if applicable), in full and final satisfaction, release, settlement, and discharge of such Allowed General Unsecured Claim, shall receive their pro rata share of the GUC Recovery pursuant to the Junior Class Distribution Formula. For the avoidance of doubt, Class 6 shall only receive a distribution under the Plan if Class 6 accepts the Plan.

3.13 Class 7 (Intercompany Claims).

(a) *Impairment*. Class 7 consists of all Intercompany Claims. Class 7 is Impaired, and pursuant to section 1126(g) of the Bankruptcy Code, the Holders of Intercompany Claims in Class 7 are deemed to reject the Plan and are not entitled to vote to accept or reject the Plan.

(b) *Treatment*. On the Effective Date, all Intercompany Claims shall be cancelled, and Holders of Intercompany Claims shall not receive or retain any Property under the Plan on account of their Intercompany Claims.

3.14 Class 8 (Equity).

(a) *Impairment*. Class 8 consists of all Equity Interests. Class 8 is Impaired, and pursuant to section 1126(g) of the Bankruptcy Code, the Holders of Equity Interests in Class 8 are deemed to reject the Plan and are not entitled to vote to accept or reject the Plan.

(b) *Treatment*. On the Effective Date, all Equity shall be retired, cancelled, extinguished and discharged, and Holders of Equity Interests shall not receive or retain any Property under the Plan on account of such Equity Interests.

3.15 Class 9 (Subsidiary Equity Interests).

(a) *Non-Impairment*. Class 9 consists of Subsidiary Equity Interests. Class 9 is Unimpaired, and pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Subsidiary Equity Interests in Class 9 are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

(b) *Treatment*. Except as otherwise set forth in the Plan, the legal, equitable and contractual rights of the Holders of Allowed Subsidiary Equity Interests are unaltered by the Plan.

3.16 Elimination of Vacant Classes. Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

3.17 Voting Classes; Deemed Accepted. If Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject this Plan and notified that a failure of any Holders of Claims in such Impaired Class of Claims to vote to accept or reject this Plan would result in such Impaired Class of Claims being deemed to have accepted this Plan, but no Holders of Claims in such Impaired Class of Claims voted to accept or reject this Plan, then the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class

3.18 Subordinated Claims. The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

3.19 Controversy Concerning Impairment. If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.20 Nonconsensual Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code. Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article 3 of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

The Debtors reserve the right to modify the Plan in accordance with Article 6.3 and Article 13.7 of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules or to withdraw the Plan as to such Debtor.

ARTICLE 4

MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN

4.1 Plan Funding by Plan Sponsor. On the Effective Date, the Plan Sponsor shall wire the Plan Consideration, as directed by the Debtors, verified receipt of which shall be a condition to effectiveness of this Plan. The Plan Sponsor shall be entitled to rely on the accuracy

and correctness of the directions of the Debtors and Disbursing Agent in connection with any and all such wire transfer(s). In no event shall Plan Sponsor or Reorganized HGE be liable or responsible to the Debtors or the Disbursing Agent for any erroneous wire transfer made at the direction of the Debtors. The Plan Consideration shall be used by the Disbursing Agent to fund all Plan obligations.

For the avoidance of doubt, the Cash available to the Estates for Creditors other than the Senior DIP Lender (after giving effect to the retirement of the DIP Lender Claim (whether by exercise of the Subscription Option and/or payment or deemed repayment of the portion of the DIP Lender Claim for which the Subscription Claim is not exercised)) and the Junior DIP Lender (after giving effect to the forgiveness of its Junior DIP Lender Claims) for which to effectuate the Plan, will be $8 million *minus* the DIP Lender Claims.

4.2 Plan Funding by the Debtors. On the Effective Date, the Debtors shall wire all Property constituting Cash-on-Hand to the Disbursing Agent to fund the Disbursing Agent Restricted Accounts free and clear of all Liens, Claims, interests and encumbrances of any kind free and clear of all Liens, Claims, interests and encumbrances of any kind.

4.3 Authorization and Issuance of Reorganized HGE Common Stock. On the Effective Date, 1,000 shares of the Reorganized HGE Common Stock, representing 100% of the equity of the Reorganized HGE, shall be issued to the Plan Sponsor or an entity designated by the Plan Sponsor, in consideration for the Plan Consideration and, to the Senior DIP Lender, to the extent that it exercises the Subscription Option. The Reorganized HGE Common Stock shall be free and clear of all Liens, Claims, interests, and encumbrances of any kind. All the shares of the Reorganized HGE Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. On the Effective Date, none of the Reorganized HGE Common Stock will be listed on a national securities exchange. Reorganized HGE may take all necessary actions, if applicable, after the Effective Date to suspend any requirement to (a) be a reporting company under the Securities Exchange Act, and (b) file reports with the Securities and Exchange Commission or any other entity or party.

4.4 Contribution of Guidepost Global Assets. On the Effective Date, Guidepost Global will contribute the Guidepost Global Assets to the Debtors, for the benefit of Plan Sponsor.

4.5 Assignment of Transferred Executory Contracts / Unexpired Leases to Guidepost Global. Unless previously assumed and assigned prior to the Effective Date or otherwise the subject of a motion to assume or assume and assign filed on or before the Effective Date, on the Effective Date, the Transferred Executory Contracts / Unexpired Leases shall be assigned to Guidepost Global, notwithstanding any anti-assignment and/or change of control provisions contained in such executory contracts and leases.

4.6 Transfer of Designated EB-5 Entities to Guidepost Global. On the Effective Date, in consideration for Guidepost Global funding the Junior DIP Loan and contributing the Curriculum Assets and the IP License, the Debtors will transfer the Designated EB-5 Entities (but not their assets, except as otherwise set forth in the Plan Supplement) to Guidepost Global free and clear of all liens, claims, encumbrances and other interests. The Debtors shall cooperate

in good faith and execute, acknowledge, and deliver all such further documents, instruments, and assurances, and take all such further actions as may be reasonably necessary or desirable to effectuate and facilitate the transfer contemplated by this section. Following the Effective Date, the Reorganized Debtors, upon request by GGE, Yu Capital, TNC or EB5AN, shall cooperate in good faith to promptly execute and deliver any additional documents or perform any acts that may be required to carry out the intent and purpose of this section and to complete the transfer in accordance with its terms; provided that the requesting party shall pay for the Reorganized Debtors' documented costs in connection with same.

4.7 Cancellation and Surrender of Securities and Agreements. On the Effective Date, all Equity of Higher Ground Education and each other Debtor identified in the Plan Supplement shall be retired, cancelled, extinguished and/or discharged in accordance with the terms of the Plan. Except as otherwise provided in the Plan or the Plan Supplement, on the Effective Date: (a) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest shall be cancelled as to the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder and (b) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be released and discharged.

4.8 Release of Liens. Upon request by the Debtors, any of the Reorganized Debtors or the Plan Sponsor, any Person holding a Lien in any of the Debtors' Property shall execute any lien release or similar document(s) required to implement the Plan or reasonably requested by the Debtors, the Reorganized Debtors or the Plan Sponsor in a prompt and diligent manner. Notwithstanding the foregoing, any of the Debtors, the Reorganized Debtors and the Plan Sponsor are authorized to execute any lien release or similar document(s) required to implement the Plan.

4.9 Vesting of Assets and Operation of Businesses. On the Effective Date, except as otherwise expressly provided in the Plan or Confirmation Order, the Reorganized HGE Assets shall vest or re-vest in Reorganized HGE, in each instance free and clear of all Liens, Claims, interests, and encumbrances of any kind. Subsidiary Equity Interests that are not Designated EB-5 Entities shall be retained, and the legal, equitable and contractual rights to which the Holders of such Allowed Subsidiary Equity Interests that are not Designated EB-5 Entities are entitled shall remain unaltered. To the extent not prohibited by applicable non-bankruptcy law, all licenses, permits, certificates of occupancy, and similar rights and privileges in the name of any of the Reorganized HGE Subsidiaries which are required by any federal, state, or local governmental agency in order for Reorganized HGE to conduct education-related operations at the locations operated by Reorganized HGE prior to the Effective Date, shall be deemed assumed by without further action on the Effective Date pursuant to the Confirmation Order.

Neither the issuance of the Reorganized HGE Common Stock nor any transfer of Property through the Plan shall result in Reorganized HGE, or any of its subsidiaries or affiliates, (a) having any liability or responsibility for any Claim against or Interest in the Debtors, the

Debtors' Estates, or any Insider of the Debtors, or (b) having any liability or responsibility to the Debtors, except as expressly provided in the Plan. Without limiting the effect or scope of the foregoing, and to the fullest extent permitted by applicable laws, neither the issuance of the Reorganized HGE Common Stock nor the transfer of assets contemplated in the Plan shall subject Reorganized HGE or its properties, subsidiaries or assets or affiliates, successors, or assigns to any liability for Claims against the Debtors' interests in such assets by reason of such issuance of Reorganized HGE Common Stock or transfer of assets under any applicable laws, including, without limitation, any successor liability, except as expressly provided in the Plan.

On the Effective Date, except as otherwise provided in the Plan, Reorganized HGE may operate its business and may use, acquire, or dispose of any and all of its Estate Property, without supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, except as expressly provided in the Plan.

4.10 Retention of Causes of Action. Except as otherwise provided in the Plan, the Confirmation Order, or in any settlement agreement approved during the Chapter 11 Cases: (a) any and all rights, Claims, Causes of Action, defenses, and counterclaims of or accruing to the Debtors or their Estates shall remain assets of and vest in the Reorganized Debtors, whether or not litigation relating thereto is pending on the Effective Date, and whether or not any such rights, claims, Causes of Action, defenses, and counterclaims have been listed or referred to in the Plan, the Schedules, or any other document filed with the Bankruptcy Court; and (b) neither the Debtors nor the Reorganized Debtors waive, relinquish, or abandon (nor shall they be estopped or otherwise precluded from asserting) any right, Claim, Cause of Action, defense, or counterclaim that constitutes Property of the Estates: (i) whether or not such right, Claim, Cause of Action, defense, or counterclaim has been listed or referred to in the Plan or the Schedules, or any other document filed with the Bankruptcy Court, (ii) whether or not such right, Claim, Cause of Action, defense, or counterclaim is currently known to the Debtors, and (iii) whether or not a defendant in any litigation relating to such right, Claim, Cause of Action, defense, or counterclaim filed a Proof of Claim in the Chapter 11 Cases, filed a notice of appearance or any other pleading or notice in the Chapter 11 Cases, voted for or against the Plan, or received or retained any consideration under the Plan. Without in any manner limiting the generality of the foregoing, notwithstanding any otherwise applicable principle of law or equity, including, without limitation, any principles of judicial estoppel, res judicata, collateral estoppel, issue preclusion, or any similar doctrine, the failure to list, disclose, describe, identify, or refer to a right, Claim, Cause of Action, defense, or counterclaim, or potential right, Claim, Cause of Action, defense, or counterclaim, in the Plan, the Schedules, or any other document filed with the Bankruptcy Court shall in no manner waive, eliminate, modify, release, or alter the Reorganized Debtors' right to commence, prosecute, defend against, settle, and realize upon any rights, Claims, Causes of Action, defenses, or counterclaims that the Debtors or the Reorganized Debtors has, or may have, as of the Confirmation Date. The Reorganized Debtors may commence, prosecute, defend against, settle, and realize upon any rights, Claims, Causes of Action, defenses, and counterclaims in their sole discretion, in accordance with what is in the best interests, and for the benefit, of the Reorganized Debtors.

4.11 Satisfaction of Claims or Interests. Unless otherwise provided in the Plan, any distributions and deliveries to be made on account of Allowed Claims shall be in full and final satisfaction, release, settlement and discharge of such Allowed Claims.

4.12 Settlements and Releases. On the Effective Date, in consideration for, among other things, (a) Guidepost Global (i) funding the Junior DIP Loan (and agreeing to forgive same on the Effective Date) and certain pre-petition bridge loans, (ii) contributing the Curriculum Assets, the Montessorium IP and the IP License to the Debtors for the benefit of Plan Sponsor; (b) 2HR Learning, Inc. funding the Purchase Price, (c) the Released Parties and each of their affiliates waiving their rights to distributions under the Plan (except as otherwise set forth herein), and (d) each of the other contributions to the Bankruptcy Cases being made by the Released Parties, the Plan will provide for broad releases by the Debtors of all estate Claims and Causes of Action against the Released Parties, their affiliates and their respective current and former shareholders or other equity holders, current and former officers, directors, employees, members, managers, partners, principals, agents, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such.

4.13 Continuation of Bankruptcy Injunction or Stays. All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

4.14 Administration Pending Effective Date. Prior to the Effective Date, the Debtors shall continue to operate their businesses as debtors-in-possession, subject to all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules. After the Effective Date, the Reorganized Debtors may operate their businesses, and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, but subject to the continuing jurisdiction of the Bankruptcy Court as set forth in Article XII hereof.

4.15 Exemption From Securities Laws. Any rights issued under, pursuant to or in effecting the Plan, including, without limitation, the Reorganized HGE Common Stock and the offering and issuance thereof by any party, including without limitation the Debtors or the Estate, shall be exempt from Section 5 of the Securities Act of 1933, if applicable, and from any state or federal securities laws requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security, and shall otherwise enjoy all exemptions available for Distributions of securities under a plan of reorganization in accordance with all applicable law, including without limitation section 1145 of the Bankruptcy Code. If the issuance of the Reorganized HGE Common Stock does not qualify for an exemption under section 1145 of the Bankruptcy Code, the Reorganized HGE Common Stock shall be issued in a manner, which qualifies for any other available exemption from registration, whether as a private placement under Rule 506 of the Securities Act, Section 4(2) of the Securities Act, and/or the safe harbor provisions promulgated thereunder.

4.16 "Change of Control" Provisions. For purposes of effectuating the Plan, none of the transactions contemplated herein shall constitute a change of control under any agreement, contract, or document of the Debtors, or create, or be deemed to create, any right or any other claim in connection therewith based upon a provision related to a "change of control," or comparable term in any executory contract or unexpired lease being assigned and/or assumed pursuant to the Plan.

4.17 Substantive Consolidation of the Debtors for Voting and Distribution Purposes Only. On and after the Effective Date, and solely for purposes of voting on, and making distributions under, the Plan, each and every Claim in the Debtors' Chapter 11 Cases against any of the Debtors shall be deemed filed against the consolidated Debtors and shall be deemed a single consolidated Claim against and obligation of the consolidated Debtors. Such limited consolidation shall in no manner affect or alter (other than for Plan voting and distribution purposes) (a) the legal and corporate structures of the Debtors or Reorganized Debtors, or (b) pre- and post-Petition Date Liens, guarantees, and security interests that are required to be maintained for any reason. From and after the Effective Date, each of the Reorganized Debtors will be deemed a separate and distinct entity, properly capitalized, vested with all of the assets of such Debtor as they existed prior to the Effective Date and having the liabilities and obligations provided for under the Plan. Notwithstanding anything in this Article 4.17 to the contrary, all post-Effective Date Statutory Fees payable to the U.S. Trustee pursuant to 28 U.S.C. §1930, if any, shall be calculated on a separate legal entity basis for each Debtor.

4.18 Transition Services. To the extent deemed necessary or appropriate by the Debtors or the Plan Sponsor, the Debtors may continue to operate post-Effective Date under one or more transition services agreements with Plan Sponsor, Reorganized HGE, Guidepost Global or any other Person.

4.19 Dissolution of Certain Debtors. On or after the Effective Date, certain of the Debtors may be dissolved without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, the board of directors, or similar governing body of the Debtors, Reorganized HGE, or the Disbursing Agent. Reorganized HGE and the Disbursing Agent shall have the power and authority to take any action necessary to wind down and dissolve the foregoing Debtors, and may, to the extent applicable: (a) file a certificate of dissolution for such entities, together with all other necessary corporate and company documents, to effect the dissolution of such entities under the applicable laws of their states of formation; (b) complete and file all final or otherwise required federal, state, and local tax returns and pay taxes required to be paid for such Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of any of such Debtors, as determined under applicable tax laws; and (c) represent the interests of such Debtors before any taxing authority in all tax matters, including any action, proceeding or audit.

ARTICLE 5

CORPORATE GOVERNANCE AND MANAGEMENT OF THE REORGANIZED DEBTORS

5.1 Corporate Action and Existence. The Debtors shall deliver all documents and perform all actions reasonably contemplated with respect to implementation of the Plan. The Debtors, or their designees, are authorized (a) to execute on behalf of the Debtors, in a representative capacity and not individually, any documents or instruments after the Confirmation Date or at the Closing that may be necessary to consummate the Plan and (b) to undertake any other action on behalf of the Debtors to consummate the Plan. Each of the matters provided for under the Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors will, as of the Effective Date, be deemed to have

occurred and be effective as provided herein, and shall be authorized, approved, and (to the extent taken before the Effective Date) ratified in all respects without any requirement of further action by stockholders, creditors, or directors of the Debtors. On the Effective Date, all matters provided for in the Plan involving the corporate structure of the Reorganized Debtors, and all corporate actions required by the Debtors and the Reorganized Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Reorganized Debtors.

Upon the Effective Date, and without any further action by the shareholders, directors, or officers of the Reorganized Debtors, the Reorganized Debtors' Corporate Documents shall be deemed amended (a) to the extent necessary, to incorporate the provisions of the Plan, and (b) to prohibit the issuance by the Reorganized Debtors of nonvoting securities to the extent required under section 1123(a)(6) of the Bankruptcy Code, subject to further amendment of such Corporate Documents as permitted by applicable law, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval other than any requisite filings required under applicable state, provincial or federal law. The Corporate Documents shall be filed with the Plan Supplement.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to its certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). Prior to the Effective Date, the Debtors may engage in such corporate and financial transactions, including mergers, asset transfers, consolidations, amalgamations, separations, series organizations, reorganization and otherwise for the purposes of optimizing the post Effective Date corporate and tax structure of the Reorganized Debtors. If proposed prior to the Effective Date, any such transaction will be subject to Court approval, if such approval would be necessary under the Bankruptcy Code.

5.2 Management and Board of Reorganized HGE. In accordance with Section 1129(a)(5)(A) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement the identities of those individuals proposed to serve, following the Effective Date, as directors and officers of Reorganized HGE, and the Reorganized HGE Subsidiaries. Upon the Effective Date, the current members of the Debtors' board of directors and officers shall no longer serve in any such capacity with Reorganized HGE or the Reorganized HGE Subsidiaries and shall be discharged of all duties in connection therewith.

5.3 Disclosure of any Insiders to be Employed or Retained by the Reorganized Debtors. In accordance with Section 1129(a)(5)(B) of the Bankruptcy Code, the Debtors will disclose on or before the Confirmation Date the identity of any Insider that will be employed or retained by Reorganized HGE, and the nature of any compensation for such Insider.

5.4 Indemnification of Pre-Effective Date Directors and Officers. Any obligation or agreement of the Debtors to indemnify, reimburse, or limit the liability of any Person, including any officer or director of the Debtors, or any agent, professional, financial advisor, or underwriter of any securities issued by the Debtors, relating to any acts or omissions occurring before the Effective Date, whether arising pursuant to corporate, bylaws, contract or applicable state law, shall be deemed to be, and shall be treated as, a General Unsecured Claim and/or Executory Contract and shall be deemed to be rejected, canceled, and discharged pursuant to the Plan as of the Effective Date and any and all Claims resulting from such obligations are disallowed under section 502(e) of the Bankruptcy Code or other applicable grounds, including section 502(d), or if any court of applicable jurisdiction rules to the contrary, such Claim shall be estimated pursuant to section 502(c) of the Bankruptcy Code in the amount of $0 or such other amount as the Bankruptcy Court shall determine.

ARTICLE 6

VOTING

6.1 Voting Generally. Prior to the Voting Deadline, the Debtors delivered ballots and solicited the votes of each holder of an Allowed Claim in an Impaired Class which is entitled to vote under the Plan. Each such holder was entitled to vote separately to accept or reject the Plan and to indicate such vote on a duly executed and delivered ballot.

6.2 Deemed Acceptance. If Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject this Plan and notified that a failure of any Holders of Claims in such Impaired Class of Claims to vote to accept or reject this Plan would result in such Impaired Class of Claims being deemed to have accepted this Plan, but no Holders of Claims in such Impaired Class of Claims voted to accept or reject this Plan, then such Class of Claims shall be deemed to have accepted this Plan.

6.3 Nonconsensual Confirmation. If any Impaired Class entitled to vote shall not accept the Plan by the requisite statutory majorities provided in section 1126 of the Bankruptcy Code, or if any Impaired Class is deemed to have rejected the Plan, the Debtors reserve the right (a) to undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code and (b) to amend the Plan to the extent necessary to obtain entry of the Confirmation Order.

ARTICLE 7

DISTRIBUTIONS UNDER THE PLAN

7.1 Distributions to Holders of Allowed Claims Only. Until a Disputed Claim becomes an Allowed Claim, distributions of Cash and/or other Instruments or Property otherwise available to the Holder of such Claim shall not be made. Prior to the Effective Date, Holders of Allowed Claims shall be required to provide the Disbursing Agent an Internal Revenue Service Form W-9 (or, if applicable, an appropriate Internal Revenue Service Form W-8).

7.2 Distribution Record Date. As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims as maintained by the Debtors or their agents shall be deemed closed. The Debtors shall have no obligation to recognize, but may, in their sole and absolute discretion, recognize any transfer of any such Claims occurring on or after the Distribution Record Date. Otherwise, the Debtors or the Reorganized Debtors, as applicable, will recognize only those record holders of such Claims stated on the transfer ledgers as of the close of business on the Distribution Record Date. Subject to the foregoing, the Distribution Record Date shall be the record date for purposes of making distributions under the Plan.

7.3 Disbursing Agent. Except as otherwise expressly set forth herein, the Person(s) designated as a Disbursing Agent, shall make all distributions under the Plan when required by the Plan from the Disbursing Agent Restricted Accounts. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

7.4 Rights and Powers of Disbursing Agent. The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, Instruments and other documents necessary to perform its duties under the Plan, (b) make all distributions contemplated by the Plan, and (c) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan. All compensation for the Disbursing Agent shall be paid from the Property (including the Plan Consideration) disbursed to the Disbursing Agent pursuant to the Plan.

7.5 Delivery of Distributions.

7.5.1 In General. Subject to Bankruptcy Rule 9010 and except as otherwise provided in Article 7.5.2 of the Plan, all distributions to any Holder of an Allowed Claim including, without limitation, distributions of Reorganized HGE Common Stock, and, to the extent applicable, Cash, to Holders of Allowed Claims, shall be made at the address of such Holder as set forth in the Debtors' books and records and/or on the Schedules filed with the Bankruptcy Court unless the Debtors or their Disbursing Agent have been notified in writing of a change of address including, without limitation, by the filing of a Proof of Claim by such Holder that contains an address for such Holder different from the address reflected on such books and records or Schedules for such Holder.

7.5.2 Timing of Distributions. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, and if so completed shall be deemed to have been completed as of the required date.

7.5.3 Distributions of Unclaimed Property. In the event that any distribution to any Holder is returned as undeliverable, the Disbursing Agent shall use reasonable efforts to determine the current address of such Holder, but no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of

such Holder, at which time such distribution shall be made to such Holder without interest or accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code on the six-month anniversary of the date of the attempted delivery of such distribution. After that date, all unclaimed property or interest in property shall revert to Reorganized HGE and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

7.6 Time Bar to Cash Payments. Checks issued by the Reorganized Debtors on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days from and after the date of issuance thereof. Holders of Allowed Claims shall make all requests for reissuance of checks to the Reorganized Debtors. Any Claim in respect of a voided check must be made on or before the six-month anniversary of the date of issuance. After such date, all Claims and respective voided checks shall be discharged and forever barred and Reorganized HGE shall retain all monies related thereto.

7.7 Setoffs. The Debtors or the Reorganized Debtors may, but shall not be required to, set off or recoup against any Allowed Claim, and the payments or other distributions to be made pursuant to the Plan in respect of such Allowed Claim, any claims, rights or Causes of Action of any nature whatsoever that the Debtors or Reorganized Debtors may have against the Holder of such Claim; *provided, however*, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, rights or Causes of Action.

ARTICLE 8

PROCEDURES FOR DISPUTED CLAIMS

8.1 Resolution of Disputed Claims. Except as set forth in any order of the Bankruptcy Court (including prior bar date orders), any Holder of a Claim against the Debtors shall file a Proof of Claim with the Bankruptcy Court or with the agent designated by the Debtors for this purpose on or before the Claims Bar Date. The Debtors prior to the Effective Date, and thereafter the Reorganized Debtors or Disbursing Agent, shall have the exclusive authority to file objections to Proofs of Claim on or before the Claims Objection Deadline, and to settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether classified or otherwise. From and after the Effective Date, the Reorganized Debtors, or Disbursing Agent may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

8.2 Estimation of Claims. Any Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum

limitation on such Claim, the Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

8.3 No Partial Distributions Pending Allowance. Notwithstanding any other provision in the Plan, except as otherwise agreed by the Debtors or the Reorganized Debtors, no partial payments or distributions shall be made with respect to a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order.

8.4 Distributions After Allowance. To the extent that a Disputed Claim becomes an Allowed Claim, the Disbursing Agent shall distribute to the Holder thereof the distributions, if any, to which such Holder is then entitled under the Plan. Any such distributions shall be made in accordance with and at the time mandated by the Plan. No interest shall be paid on any Disputed Claim that later becomes an Allowed Claim.

ARTICLE 9

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 Assumption or Rejection of Executory Contracts and Unexpired Leases. As of the Effective Date, all executory contracts and unexpired leases, including the Transferred Executory Contracts / Unexpired Leases, to which any Debtor is a party and which are listed on the Schedule of Assumed Contracts and Unexpired Leases, to be included in the Plan Supplement, shall be and shall be deemed to be assumed or assumed and assigned in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. All executory contracts and unexpired leases not listed on the Schedule of Assumed Contracts and Unexpired Leases, and not assumed or assumed and assigned prior to the Effective Date or otherwise the subject of a motion to assume or assume and assign filed on or before the Effective Date, and that were not previously rejected, shall be rejected as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions or assumptions and assignments and rejections pursuant to sections 365 and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest or re-vest in and be fully enforceable by the applicable Reorganized Debtor, accordance with its terms, except as modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment or applicable federal law.

9.2 Cure of Defaults of Assumed Executory Contracts and Unexpired Leases.

(a) Except as otherwise specifically provided in the Plan, any monetary defaults under each executory contract and unexpired lease to be assumed or assumed and assigned pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or in the ordinary course of business, subject to the

limitation described below, or on such other terms as the parties to such executory contracts or unexpired leases may otherwise agree. Any and all cure costs (and other related expenses) related to designation of an executory contract or unexpired lease by the Plan Sponsor shall be paid by the Plan Sponsor in addition to the funding of the Plan Consideration. Any and all cure costs (and other related expenses) related to a Transferred Executory Contracts / Unexpired Leases shall be paid by Guidepost Global. In the event of a dispute regarding: (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed or assumed and assigned, or (3) any other matter pertaining to assumption and/or assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or assumption and assignment; *provided*, *however*, based on the Bankruptcy Court's resolution of any such dispute, the applicable Debtor or Reorganized Debtor shall have the right, within 30 days after the entry of such Final Order and subject to approval of the Bankruptcy Court pursuant to section 365 of the Bankruptcy Code, to reject the applicable executory contract or unexpired lease.

(b) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed or assumed and assigned executory contract or unexpired lease at any time prior to the effective date of assumption and/or assignment. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

9.3 Rejection of Compensation and Benefit Programs. Except as set forth in Article 9.5 of this Plan, all employment, retirement, indemnification, and other compensation or benefits agreements or arrangements shall be rejected, and neither the Plan Sponsor nor Reorganized HGE (nor its Subsidiaries) shall have any obligations in connection with any such employment, retirement, indemnification, and other compensation or benefits agreements or arrangements following the Effective Date.

9.4 Pass-Through. Any rights or arrangements or other assets necessary or useful to the operation of the Debtors' business but not otherwise addressed by treatment as a Claim or Interest or by assignment under this Plan (the "Pass-Through Assets"), shall, in the absence of any other treatment, but subject to the further agreement and consent of Plan Sponsor with respect to any such rights or arrangements or other assets, be passed through the bankruptcy proceedings for the benefit of the Reorganized HGE (if constituting Reorganized HGE Assets) and shall otherwise be unaltered and unaffected by the bankruptcy filings or the Chapter 11 Cases.

9.5 D&O Liability Insurance Policy. The obligations of the Debtors, if any, to indemnify and/or provide contribution to its current and former directors, officers, employees, managing agents, and attorneys, and such current and former directors' and officers' respective affiliates, pursuant to the Corporate Documents and/or any employment contracts, applicable statutes or other contractual obligations, in respect of all past, present and future actions, suits and proceedings against any of such directors, officers, employees, managing agents, and attorneys, based on any act or omission related to the service with, for or on behalf of the Debtors after the Petition Date or immediately prior to the Petition Date in connection with the Chapter 11 Cases, will be deemed and treated as executory contracts that are rejected by the Debtors pursuant to the Plan and sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Notwithstanding the foregoing, the D&O Liability Insurance Policy shall be assumed by the Reorganized Debtor as of the Effective Date, and the Reorganized Debtor agrees to remit any and all amounts received, but no amounts in excess of amounts received, net of deductibles and any and all other obligations or amounts payable by the Reorganized Debtor in connection with the D&O Liability Insurance Policy, for the purposes contemplated by the D&O Liability Insurance Policy. For the avoidance of doubt, neither the Plan Sponsor nor Reorganized HGE (nor its Subsidiaries) shall have any obligations or personal or direct liability whatsoever in connection with any the foregoing, including without limitation any employment, retirement, indemnification, and other agreements or arrangements, following the Effective Date, and the sole recourse of any and all Persons and the sole source of any recovery in connection therewith (if any) shall be against the D&O Liability Insurance Policy.

9.6 Modifications, Amendments, Supplements, Restatements, or Other Agreements.

(a) Unless otherwise provided in the Plan, each executory contract or unexpired lease that is assumed or assumed and assigned shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such executory contract or unexpired lease, and all executory contracts and unexpired leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

(b) Modifications, amendments, supplements, and restatements to prepetition executory contracts and unexpired leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

9.7 Bar Date for Filing Claims for Rejection Damages. If the rejection of an executory contract or unexpired lease pursuant to the Plan gives rise to a Claim, a Proof of Claim must be served upon the Debtors and the Debtors' counsel within 30 days after notice of entry of the Effective Date. Any such Claim not served within such time period will be forever barred. Each such Claim will constitute a General Unsecured Claim, to the extent such Claim is Allowed by the Bankruptcy Court.

9.8 Reservation of Rights. Nothing contained in the Plan shall constitute an admission by the Debtors that any executory contract or unexpired lease is in fact an executory contract or unexpired lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

9.9 Contracts and Leases Entered Into After the Petition Date. Contracts and leases entered into after the Petition Date by any Debtor, including any executory contracts and unexpired leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business and such contracts and leases (including any assumed executory contracts and unexpired leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE 10

SETTLEMENT, RELEASES, INJUNCTIONS, AND DISCHARGE

10.1 Comprise and Settlement of Claims, Interests, and Controversies.

Unless otherwise set forth in the Plan, pursuant to section 1123 of the Bankruptcy Code, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims and Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities. Subject to Article 7 and Article 8 of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests, as applicable, in any Class are intended to be and shall be final.

10.2 Releases by the Debtors.

Notwithstanding anything contained in this Plan or the Confirmation Order to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the obligations of the Debtors under this Plan and the contributions and services of the Released Parties in facilitating the reorganization of the

Debtors and implementation of the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged by and on behalf of each and all of the Debtors, their Estates, and if applicable, the Reorganized Debtors, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suites, damages, and Causes of Action whatsoever (including any derivative claims and Avoidance Actions, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, and their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executory, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, or that any holder of any Claim against or Interest in a Debtor or other Entity could have asserted on behalf of the Debtors, the Reorganized Debtors, and their Estates, including without limitation, based on or relating to, or in any manner arising from, in whole or in part, among other things, the Debtors or their Estates (including the capital structure, management, ownership, or operation thereof), the Chapter 11 Cases, the RSA, the Reorganized Debtors (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, and their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the operations and financings in respect of the Debtors (whether before or after the Petition Date), the distribution of any Cash or other property of the Debtors to any Released Party, the assertion of enforcement of rights or remedies against the Debtors, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, including all prior recapitalizations, restructurings, or refinancing efforts and transactions, any Securities issued by the Debtors and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, any related adversary proceedings, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Disclosure Statement, this Plan, the Plan Supplement, the RSA, the DIP Loans, DIP Financing Documents, or any Definitive Document, contract instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Loans, the DIP Documents, this Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other

act, or omission, transaction, agreement, event, or other occurrence taking place on or before, in respect of the foregoing clause, the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the Debtors do not, pursuant to the releases set forth above, release: (a) any Causes of Action identified in the Schedule of Retained Causes of Action; (b) any post-Effective Date obligations of any party or Entity under this Plan, the Confirmation Order or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan or transactions thereunder; or (c) the rights of any Holder of Allowed Claims to receive distributions under this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the transactions contemplated in the Plan and implementing this Plan; (b) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for a hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

10.3 Releases by Releasing Parties.

Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, to the maximum extent permitted by applicable law, in exchange for good and valuable consideration, including the obligations of the Debtors under this Plan and the contributions and services of the Released Parties in facilitating the reorganization of the Debtors and implementation of the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby conclusively, absolutely, unconditionally, irrevocably and forever, released, waived, and discharged by each and all of the Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, and their Estates), obligations, rights, suits, or damages, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein after arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executory, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons

claiming under or through them would have would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, and their Estates, including without limitation, based on or relating to, or in any manner arising from, in whole or in part, among other things, the Debtors or their Estates (including the capital structure, management, ownership, or operation thereof), the Chapter 11 Cases, the Plan, the Reorganized Debtors (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, and their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the operations and financings in respect of the Debtors (whether before or after the Petition Date), the distribution of any Cash or other property of the Debtors to any Released Party, the assertion of enforcement of rights or remedies against the Debtors, the restructuring of any Claim or Interest before or during the Chapter 11 Cases including all prior recapitalizations, restructurings, or refinancing efforts and transactions, any Securities issued by the Debtors and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the decision to file the Chapter 11 Cases, any related adversary proceedings, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Disclosure Statement, this Plan, the Plan Supplement, the RSA, the DIP Loans, DIP Financing Documents, or any Definitive Document, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before, in respect of the foregoing clause, the Effective Date; provided, that the provisions of this Third-Party Release shall not operate to waive, release, or otherwise impair any Causes of Action arising from willful misconduct, actual or criminal fraud, or gross negligence of such applicable Released Party as determined by the Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

Notwithstanding anything to the contrary in the foregoing, the Released Parties do not, pursuant to the releases set forth above, release: (a) any Causes of Action identified in the Schedule of Retained Causes of Action; (b) any post-Effective Date obligations of any party or Entity under this Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan or transactions thereunder; or (c) the rights of any Holder of Allowed Claims or Interests to receive distributions under this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of this Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the

transactions contemplated in the Plan and implementing this Plan; (d) in the best interests of the Debtors and their Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for a hearing; and (g) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

10.4 Mutual Releases by RSA Parties.

Without duplication of Article 10.3, as of the Effective Date, each of the RSA Parties hereby unconditionally forever releases, waives and discharges all known and unknown Causes of Action of any nature that such RSA Party has asserted, may have asserted, could have asserted, or could in the future assert, directly or indirectly, against any of the other RSA Parties based on any act or omission relating to the Debtors or their business operations (including, without limitation, the organization or capitalization of the Debtors or extensions of credit and other financial services and accommodations made or not made to the Debtors) or the Chapter 11 Cases on or prior to the Effective Date; provided, however, the Mutual Releases shall not apply to Causes of Action that arise post-Effective Date from obligations or rights created under or in connection with the Plan or any agreement provided for or contemplated in the Plan; provided, further, any claims against the Debtors shall not be released under this Article 10.4 but shall be treated in accordance with this Plan. For the avoidance of doubt, Claims or Causes of Action arising out of, or related to, any act or omission of a RSA Party prior to the Effective Date that are determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted willful misconduct, actual or criminal fraud, or gross negligence, including findings after the Effective Date, are not released pursuant to the Plan

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Mutual Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Mutual Release is: (a) consensual; (b) essential to the Confirmation of this Plan; (c) given in exchange for the good and valuable consideration provided by the RSA Parties, including the Released Parties' contributions to facilitating the transactions contemplated in the Plan and implementing this Plan; (d) in the best interests of the Debtors and their Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for a hearing; and (g) a bar to any of the RSA Parties asserting any Claim or Cause of Action released pursuant to this Mutual Release.

10.5 Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be exculpated from, any Claim or Cause of Action arising prior to or on the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Disclosure Statement, this Plan, the Plan Supplement, the RSA, the DIP Loans, DIP Financing Documents, or any Definitive Document, the filing of the Chapter 11 Cases, the solicitation of votes for, or Confirmation or Consummation of, this Plan, the funding of this Plan, the occurrence of

the Effective Date, the administration of this Plan or the property to be distributed under this Plan, the issuance of Securities under or in connection with this Plan, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, if applicable, in connection with this Plan or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of Securities pursuant to this Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

Solely with respect to the exculpation provisions, notwithstanding anything to the contrary in this Plan, each of the Exculpated Parties and the 1125(e) Exculpation Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, 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. No Entity or Person may commence or pursue a Claim or Cause of Action of any kind against any of the Exculpated Parties or 1125(e) Exculpation Parties that arose or arises from, in whole or in part, a Claim or Cause of Action subject to the terms of this paragraph, without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim for actual fraud, gross negligence, or willful misconduct against any such Exculpated Party or 1125(e) Exculpation Party and such party is not exculpated pursuant to this provision; and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Exculpated Party or 1125(e) Exculpation Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

10.6 Injunction.

Except as otherwise expressly provided in this Plan or the Confirmation Order or for obligations or distributions issued or required to be paid pursuant to this Plan or the Confirmation Order, effective as of the Effective Date, all Entities that have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, the 1125(e) Exculpation Parties, or the Released Parties: (a) commencing or continuing in any manner any action, suit, or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action or liabilities; (d) asserting any right of setoff or subrogation, or recoupment, of any kind against any obligation due from such Entities or against the property of such Entities or the Estates on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities released, settled or subject to exculpation pursuant to this Plan. Notwithstanding anything to the contrary in the foregoing, the injunction set forth above does not enjoin the enforcement of any obligations arising on or after the Effective Date of any Person or Entity under this Plan, any post-Effective Date transaction contemplated by the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or reinstatement of such Claim or Interest, as applicable, pursuant to this Plan, shall be deemed to have consented to the injunction provisions set forth in this Article 10.6.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, the 1125(e) Exculpation Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article 10.2, Article 10.3, Article 10.4, and Article 10.5 hereof, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable,

represents a colorable Claim of any kind, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, 1125(e) Exculpation Party, or Released Party, as applicable. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

10.6.1 **BY ACCEPTING DISTRIBUTIONS PURSUANT TO THE PLAN, EACH HOLDER OF AN ALLOWED CLAIM OR ALLOWED INTEREST EXTINGUISHED, DISCHARGED, OR RELEASED PURSUANT TO THE PLAN WILL BE DEEMED TO HAVE AFFIRMATIVELY AND SPECIFICALLY CONSENTED TO BE BOUND BY THE PLAN, INCLUDING, WITHOUT LIMITATION, THE INJUNCTIONS SET FORTH IN THIS ARTICLE 10.6.**

10.6.2 **THE INJUNCTIONS IN THIS ARTICLE 10.6 SHALL EXTEND TO ANY SUCCESSORS OF THE DEBTORS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, THE EXCULPATED PARTIES, AND THE 1125(E) EXCULPATED PARTIES, AND THEIR RESPECTIVE PROPERTY AND INTERESTS IN PROPERTY.**

10.6.3 Violation of Injunctions. **Any Person injured by any willful violation of such injunction may seek to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may seek to recover punitive damages from the willful violator.**

10.7 Discharge of Claims and Termination of Interests**.**

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan or voted to reject the Plan. The Confirmation Order shall

be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date, except as otherwise specifically provided in the Plan.

ARTICLE 11

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

11.1 Conditions Precedent to Confirmation. It shall be a condition precedent to Confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article 11.3 hereof:

(a) The RSA shall not have been terminated;

(b) No termination event or continuing event of default under the DIP Loan Facility Order shall have occurred;

(c) the Confirmation Order shall be in a form and substance acceptable to the Debtors, the Plan Sponsor, and for the avoidance of doubt, shall provide for Plan Sponsor and Senior DIP Lender, subject to its exercise of the Subscription Option, to be issued 100% of the Reorganized HGE Common Stock free and clear of all liens, claims, rights, interests, security interests and encumbrances of any kind (other than those expressly identified in writing as acceptable to Plan Sponsor in its sole and absolute discretion);

(d) the Plan shall be in form and substance reasonably acceptable to the Debtors and the Plan Sponsor;

(e) the final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed with the Bankruptcy Court and the same shall be in form and substance reasonably acceptable to the Debtors and the Plan Sponsor; and

(f) no termination event, breach or failure to company with the terms of the Definitive Documents, the Confirmation Order or any other material final order of the Bankruptcy Court shall have occurred and be continuing.

11.2 Conditions Precedent to the Effective Date. It shall be a condition precedent to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article 11.3:

(a) all conditions to Confirmation in Article 11.1 of the Plan shall have been either (and shall continue to be) satisfied or waived pursuant to Article 11.3 of the Plan;

(b) all documents required under the Plan, including lien releases, shall have been delivered;

(c) the Confirmation Order, in form and substance reasonably acceptable to the Debtors and the Plan Sponsor and shall have been entered and shall have become a Final Order;

(d) the Plan Consideration, together with the Cash-on-Hand, shall be sufficient to fund all Plan obligations;

(e) the Debtors and Insiders shall not have caused or permitted to occur an "ownership change" as such term is used in section 382 of title 26 of the United States Code;

(f) the Plan Sponsor shall have wired the Plan Consideration to the Disbursing Agent, as applicable;

(g) the Debtors shall have wired the Cash-on-Hand to the Disbursing Agent;

(h) all actions, documents, certificates, and agreements necessary to implement the Plan, including documents contained in the Plan Supplement, shall have been effected or executed and delivered, as the case may be, to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(i) the Reorganized HGE Common Stock and any and all agreements and documents relating thereto shall have been executed, issued and delivered by the Reorganized Debtors; and

(j) the Professional Holdback Escrow Account shall have been fully funded as required pursuant to the Plan.

11.3 Waiver of Conditions. The conditions to Confirmation and the Effective Date set forth in this Article XI may be waived by the Debtors (with the express written consent of the Plan Sponsor) without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

11.4 Effect of Failure of Conditions. If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by the Debtors, any Holders of Claims or Interests, or any other Entity; (b) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect.

11.5 Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

ARTICLE 12

RETENTION OF JURISDICTION

12.1 Retention of Jurisdiction. Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the Plan's Confirmation and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction (except with respect to the purposes described under clauses (a) and (n) below, with respect to which jurisdiction shall not be exclusive) over all matters arising out of or related to the Chapter 11 Cases and the Plan, to the fullest extent permitted by law, including jurisdiction to:

(a) determine any and all objections to the allowance of Claims or Interests;

(b) determine any and all motions to estimate Claims at any time, regardless of whether the Claim to be estimated is the subject of a pending objection, a pending appeal, or otherwise;

(c) determine any and all motions to subordinate Claims or Interests at any time and on any basis permitted by applicable law;

(d) hear and determine all Administrative Expense Claims;

(e) hear and determine all matters with respect to the assumption or rejection of any executory contract or unexpired lease to which one or more of the Debtors are parties or with respect to which a one or more of the Debtors may be liable, including, if necessary, the nature or amount of any required cure or the liquidation of any Claims arising therefrom;

(f) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases;

(g) enter such orders as may be necessary or appropriate in aid of the Consummation hereof and to execute, implement, or consummate the provisions hereof and all contracts, Instruments, releases, and other agreements or documents created in connection with the Plan or the Confirmation Order;

(h) hear and determine disputes arising in connection with the interpretation, implementation, Consummation, or enforcement hereof and all contracts, Instruments, and other agreements executed in connection with the Plan;

(i) hear and determine any request to modify the Plan or to cure any defect or omission or reconcile any inconsistency herein or any order of the Bankruptcy Court;

(j) issue and enforce injunctions or other orders, or take any other action that may be necessary or appropriate to restrain any interference with or compel action for the implementation, Consummation, or enforcement hereof or the Confirmation Order;

(k) enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;

(l) hear and determine any matters arising in connection with or relating to the Plan, the Confirmation Order or any contract, Instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order;

(m) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

(n) recover all assets of the Debtors and Property of the Debtors' Estates, wherever located;

(o) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(p) hear and determine all disputes involving the existence, nature, or scope of the discharge of the Debtors;

(q) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code;

(r) hear and determine all other motions, applications and contested or litigated matters which were pending but not resolved as of the Effective Date including, without limitation, any motions, applications and contested or litigated matters to sell or otherwise dispose of assets and/or grant related relief; and

(s) enter a final decree closing the Chapter 11 Cases.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Immediate Binding Effect. Subject to Article 11.2 hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring

Property under the Plan, and any and all parties to executory contracts and unexpired leases with the Debtors.

13.2 Effectuating Documents; Further Transactions. The Debtors and/or the Reorganized Debtors (as the case may be) are authorized to execute, deliver, file, or record such contracts, Instruments, releases, indentures, and other agreements or documents, and take such actions, as may be necessary or appropriate to effectuate and further evidence the terms, conditions and transactions contemplated by the Plan. The secretary or any assistant secretary of the Debtors or the Reorganized Debtors is authorized to certify or attest to any of the foregoing actions. Each of the Debtors and/or the Reorganized Debtors shall take such actions and execute such documents as may be reasonably requested by one of the foregoing to effectuate and further evidence the terms, conditions and transactions contemplated by the Plan so long as such action does not require more than *de minimus* out-of-pocket expense by the Person for which action is requested. In the event that there is a dispute between Reorganized HGE and Guidepost Global regarding whether a particular asset constitutes a Reorganized HGE Asset or a Transferred Executory Contract / Unexpired Leases, the Reorganized Debtors will work in good faith to resolve such dispute.

13.3 Entire Agreement. On the Effective Date, except as otherwise indicated, the Plan and the Plan Supplement shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

13.4 Exhibits. All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address below or by downloading such exhibits and documents from the Debtors' restructuring website at www.veritaglobal.net/HigherGround or the Bankruptcy Court's website at www.txnb.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

13.5 Exemption From Certain Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, any transfers from the Debtors to the Reorganized Debtors or any other Person or Entity pursuant to or in connection with the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing Instruments or other documents without the payment of any such tax or governmental assessment.

13.6 Amendment, Modification and Severability of Plan Provisions. If, prior to Confirmation, any term or provision hereof is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors (with the express written consent of the Plan Sponsor), shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original

purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision hereof, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

(a) The Plan may be amended or modified before the Effective Date by the Debtors (with the express written consent of the Plan Sponsor) to the extent provided by section 1127 of the Bankruptcy Code.

(b) The Debtors reserve the right to modify or amend the Plan (with the express written consent of the Plan Sponsor) upon a determination by the Bankruptcy Court that the Plan, in its current form, is not confirmable pursuant to section 1129 of the Bankruptcy Code. To the extent such a modification or amendment is permissible under section 1127 of the Bankruptcy Code, without the need to resolicit acceptances, the Debtors reserve the right to sever any provisions of the Plan that the Bankruptcy Court finds objectionable.

(c) The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation does not occur, then the Plan shall be null and void, and nothing contained in the Plan shall: (1) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors; or (2) prejudice in any manner the rights of the Debtors in any further proceedings.

13.7 Withholding and Reporting Requirements. In connection with the Plan and all distributions hereunder, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements.

13.8 Closing of Chapter 11 Cases. The Disbursing Agent shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

13.9 Conflicts. To the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; *provided, however*, in the event of a conflict between the Confirmation Order, on the one hand, and the Plan, on the other hand, the Confirmation Order shall govern and control in all respects.

13.10 Notices to Debtors. Any notice, request, or demand required or permitted to be made or provided under the Plan or any Plan-related document shall be (i) in writing, (ii) served by (a) certified mail, return receipt requested, (b) hand delivery, (c) overnight delivery service, (d) first class mail, or (e) facsimile transmission, and (iii) deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows, and shall also be sent to those Persons on the Post-Confirmation Service List as it is adopted by the Bankruptcy Court at the hearing on confirmation of the Plan, as such list may be amended from time-to-time by written notice from the Persons on the Post-Confirmation Service List:

If to the Debtors, at:

HIGHER GROUND EDUCATION, INC.
1321 Upland Drive, PMB 20442
Houston, TX 77043
Attn: Jon McCarthy
Email: board@tohigherground.com

with a copy to:

FOLEY & LARDNER
2021 McKinney Ave., Suite 1600
Dallas, TX 75201
Attn: Holland O'Neil, Esq.
Telephone: 214-999-4961
Email: honeil@foley.com

and

FOLEY & LARDNER
1144 15th St, Suite 2200
Denver, CO 80202
Attn: Timothy Mohan
Telephone: 720-437-2014
Email: tmohan@foley.com

If to the Plan Sponsor or Reorganized HGE, at:

2HR Learning, Inc.
2028 E. Ben White Blvd, Ste 240-2650
Austin, TX 78741
Attn: Andrew Price
Chief Financial Officer
Email: andy.price@trilogy.com

With a copy to:

COZEN O'CONNOR
3 WTC, 175 Greenwich Street
New York, NY 10007
Attn: Trevor R. Hoffmann
Telephone: (212) 453-3735
Email: thoffmann@cozen.com

13.11 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims against and Interests in the Debtors, their respective successors and assigns, including the Reorganized Debtors, and all other parties-in-interest in the Chapter 11 Cases.

13.12 No Admissions. Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed as an admission by the Debtors with respect to any matter set forth herein including, without limitation, liability on any Claim.

13.13 Headings. Headings are used in the Plan for convenience and reference only, and shall not constitute a part of the Plan for any other purpose.

[Remainder of page intentionally left blank.]

Dated: June 26, 2025

HIGHER GROUND EDUCATION, INC., *et al.*,
Debtors and Debtors in Possession

By: */s/ Jonathan McCarthy*
Jonathan McCarthy
Interim President & Secretary

FOLEY & LARDNER

/s/ Holland N. O'Neil

Holland N. O'Neil (TX 14864700)
FOLEY & LARDNER LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
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honeil@foley.com

-and-

Timothy C. Mohan (*pro hac vice* forthcoming)
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1144 15th Street, Suite 2200
Denver, CO 80202
Telephone: (720) 437-2000
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-and-

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Houston, TX 77002
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Facsimile: (713) 276-5555
nora.mcguffey@foley.com
qtruong@foley.com

PROPOSED COUNSEL TO DEBTORS AND DEBTORS IN POSSESSION

Schedule 1.1.36

List of Debtors

1. Higher Ground Education, Inc. (Delaware)
2. Guidepost A LLC (Delaware)
3. Prepared Montessorian LLC (Delaware)
4. Terra Firma Services LLC (Delaware)
5. Guidepost Birmingham LLC (Delaware)
6. Guidepost Bradley Hills LLC (Delaware)
7. Guidepost Branchburg LLC (Delaware)
8. Guidepost Carmel LLC (Delaware)
9. Guidepost FIC B LLC (Delaware)
10. Guidepost FIC C LLC (Delaware)
11. Guidepost Goodyear LLC (Delaware)
12. Guidepost Las Colinas LLC (Delaware)
13. Guidepost Leawood LLC (Delaware)
14. Guidepost Muirfield Village LLC (Delaware)
15. Guidepost Richardson LLC (Delaware)
16. Guidepost South Riding LLC (Delaware)
17. Guidepost St Robert LLC (Delaware)
18. Guidepost The Woodlands LLC (Delaware)
19. Guidepost Walled Lake LLC (Delaware)
20. HGE FIC D LLC (Delaware)
21. HGE FIC E LLC (Delaware)
22. HGE FIC F LLC (Delaware)
23. HGE FIC G LLC (Delaware)
24. HGE FIC H LLC (Delaware)
25. HGE FIC I LLC (Delaware)
26. HGE FIC K LLC (Delaware)
27. HGE FIC L LLC (Delaware)
28. HGE FIC M LLC (Delaware)
29. HGE FIC N LLC (Delaware)
30. HGE FIC O LLC (Delaware)
31. HGE FIC P LLC (Delaware)
32. HGE FIC Q LLC (Delaware)
33. HGE FIC R LLC (Delaware)
34. LePort Emeryville LLC (Delaware)
35. AltSchool II LLC (Delaware)

Exhibit C

DIP Order

The following constitutes the ruling of the court and has the force and effect therein described.

Michelle V. Larson

Signed June 20, 2025

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
Higher Ground Education, Inc., *et al.*,[1]	§	Case No.: 25-80121-11 (MVL)
Debtor.	§	(Jointly Administered)

INTERIM ORDER AUTHORIZING DEBTOR TO (A) OBTAIN POSTPETITION SENIOR SECURED FINANCING FROM YYYYY, LLC (B) OBTAIN POSTPETITION JUNIOR SECURED FINANCING FROM GUIDEPOST GLOBAL EDUCATION, INC.; (C) UTILIZE CASH COLLATERAL; AND (D) PAY CERTAIN RELATED FEES AND CHARGES; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION LENDER; (III) MODIFYING THE AUTOMATIC STAY; (IV) SCHEDULING A FINAL HEARING; AND (V) GRANTING CERTAIN RELATED RELIEF

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are: Higher Ground Education Inc. (7265); Guidepost A LLC (8540); Prepared Montessorian LLC (6181); Terra Firma Services LLC (6999); Guidepost Birmingham LLC (2397); Guidepost Bradley Hills LLC (2058); Guidepost Branchburg LLC (0494); Guidepost Carmel LLC (4060); Guidepost FIC B LLC (8609); Guidepost FIC C LLC (1518); Guidepost Goodyear LLC (1363); Guidepost Las Colinas LLC (9767); Guidepost Leawood LLC (3453); Guidepost Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Riding LLC (2403); Guidepost St Robert LLC (5136); Guidepost The Woodlands LLC (6101); Guidepost Walled Lake LLC (9118); HGE FIC D LLC (6499); HGE FIC E LLC (0056); HGE FIC F LLC (8861); HGE FIC G LLC (5500); HGE FIC H LLC (8817); HGE FIC I LLC (1138); HGE FIC K LLC (8558); HGE FIC L LLC (2052); HGE FIC M LLC (8912); HGE FIC N LLC (6774); HGE FIC O LLC (4678); HGE FIC P LLC (1477); HGE FIC Q LLC (3122); HGE FIC R LLC (9661); LePort Emeryville LLC (7324); AltSchool II LLC (0403). The Debtors' mailing address is 1321 Upland Dr. PMB 20442, Houston, Texas 77043.

Upon the motion (the "Motion")[2] of Higher Ground Education, Inc., and certain of its subsidiaries and affiliates the above-captioned debtors and debtors in possession (the "Debtors"), pursuant to sections 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(d)(1), 364(e), and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules"), for entry of this interim financing order (the "Interim DIP Order"), and among other things:

i. authorizing the Debtors to obtain debtor-in-possession financing, on a superpriority senior secured basis (the "Senior DIP Facility"), in an aggregate maximum principal amount of $5,500,000, including the Senior Roll-Up (as defined below) (the "Senior DIP Commitment"), including up to $2,000,000 on an interim basis, pursuant to the terms and conditions of that certain senior secured, postpetition priming promissory note in substantially the form attached hereto as Exhibit 1 (the "Senior DIP Note" and, together with any additional reasonable and necessary agreements, documents, instruments, and certificates executed, and any orders entered in connection therewith, or otherwise delivered in connection therewith, the "Senior DIP Documents" and all obligations arising thereunder, the "Senior DIP Obligations") by the Debtors, as borrower, and YYYYY, LLC ("Five Y") as lender (the "Senior DIP Lender");

ii. authorizing the Debtors to obtain debtor-in-possession financing, on a superpriority junior secured basis (the "Junior DIP Facility" together with the Senior DIP Facility,

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

the "DIP Financing"), in an aggregate principal amount of at least $2,500,000, including the Junior Roll-Up (as defined below) (the "Junior DIP Commitment"), including up to $800,000 on an interim basis, pursuant to the terms and conditions of that certain junior secured, postpetition priming promissory note in substantially the form attached hereto as Exhibit 2 (the "Junior DIP Note" and, together with any additional reasonable and necessary agreements, documents, instruments, and certificates executed, and any orders entered in connection therewith, or otherwise delivered in connection therewith, the "Junior DIP Documents" and all obligations arising thereunder, the "Junior DIP Obligations"; the Junior DIP Documents together with the Senior DIP Documents, the "DIP Documents") by the Debtors, as borrower, and Guidepost Global Education, Inc. ("Guidepost") as lender (the "Junior DIP Lender" together with the Senior DIP Lender, the "DIP Lenders"); the Junior DIP Note and the Senior DIP Note may, collectively, be referred to herein as the "DIP Notes";

iii. authorizing, upon entry of the Interim DIP Order and the funding of the Senior DIP Commitment, the roll-up and conversion of up to an aggregate principal amount of $500,000 of the prepetition senior DIP bridge obligations (the "Prepetition Senior Bridge Obligations"), held by the Senior DIP Lender pursuant to the Prepetition Senior Bridge Loan (as defined below) into the Senior DIP Facility and the automatic substitution and exchange of such outstanding Prepetition Senior Bridge Obligations for Senior DIP Obligations for all purposes under the Interim DIP Order as if originally funded upon entry of the Interim DIP Order (the "Senior Roll-Up");

iv. and authorizing, upon entry of the Interim DIP Order and the funding of the interim amount of the Junior DIP Commitment, the roll-up and conversion of up to an aggregate principal amount of $800,000 of the $1,500,000 of prepetition junior DIP bridge obligations (the "Prepetition Junior Bridge Obligations") held by the Junior DIP Lender (the "Prepetition Junior Bridge Loan" and together with the Prepetition Senior Bridge Loan, the "Prepetition Bridge Loan") pursuant to the Prepetition Junior Bridge Loan (as defined below) into the Junior DIP Facility and the automatic substitution and exchange of such outstanding Prepetition Junior Bridge Obligations for Junior DIP Obligations for all purposes under the Interim DIP Order as if originally funded upon entry of the Interim DIP Order (the "Junior Roll-Up" and together with the Senior Roll-up, the "Roll-Up");

v. authorizing the Debtors to execute and deliver the DIP Notes and other DIP Documents and to perform such other and further acts as may be necessary or desirable in connection with the DIP Documents;

vi. ordering that, subject to the Carve Out, in all respects, all obligations of the Debtors to the Senior DIP Lender under the Senior DIP Documents shall be:

A. entitled to superpriority claim status under section 364(c)(1) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims now existing or hereafter arising under the Bankruptcy Code; and

B. secured, pursuant to section 364(c)(2) and 364(d)(1) of the Bankruptcy Code, by a first priority priming lien on all of the pre and postpetition property of the Debtors whether existing on the Petition Date or thereafter acquired;

vii. ordering that, subject to the Carve Out and the Senior DIP Obligations, in all respects, all obligations of the Debtors to the Junior DIP Lender under the Junior DIP Documents shall be:

A. entitled to superpriority claim status under section 364(c)(1) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims now existing or hereafter arising under the Bankruptcy Code; and

B. secured, pursuant to section 364(c)(2) and 364(d)(1) of the Bankruptcy Code, by a second priority priming lien on all of the pre and postpetition property of the Debtors whether existing on the Petition Date or thereafter acquired subject and subordinate only to the lien of the Senior DIP Lender.

viii. authorizing the Debtors' use of cash collateral, as defined in section 363(a) of the Bankruptcy Code, pursuant to the terms and conditions set forth in the Interim DIP Order and the DIP Notes;

ix. granting adequate protection to WTI Fund X, Inc. ("Fund X"), Venture Lending & Leasing IX, Inc. ("Fund IX" and together with Fund X, "WTI") and Learn Capital Venture Partners IV, L.P, Inc., as collateral agent on behalf of the Bridge CN-3 Notes (collectively, the "Prepetition Secured Lenders") with respect to the Prepetition Secured Lenders Obligations (as defined below);

x. modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Orders, as applicable;

xi. subject to and effective only upon the entry of a postpetition financing order on a final basis (the "Final DIP Order") granting such relief, (a) waiving any right of the Debtors to surcharge against the DIP Collateral or Prepetition Secured Lenders Collateral (each as defined below), including pursuant to section 506(c) of the

Bankruptcy Code or otherwise, (b) providing that the DIP Lenders and the Prepetition Secured Lenders are not subject to the equitable doctrine of "marshaling," or any other similar doctrine with respect to the DIP Collateral;

xii. scheduling by the Court of an interim hearing (the "Interim Hearing") to consider entry of this Interim DIP Order;

xiii. scheduling by the Court of a final hearing (the "Final Hearing") to consider entry of the Final DIP Order (together with the Interim DIP Order, the "DIP Orders"), in form and substance acceptable to the DIP Lenders, granting the relief requested in the Motion on a final basis and approving the form of notice with respect to the Final Hearing and the transactions contemplated by the Motion;

xiv. approving of the Final DIP Order; and

xv. the granting of related relief.

The Court having considered the Motion, the terms of the DIP Notes and the other DIP Documents, the *Declaration of Jonathan McCarthy in Support of First Day Motions*, the *Declaration of Jonathan McCarthy in Support of Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Secured Financing from YYYYY, LLC; (B) Obtain Postpetition Secured Financing from Guidepost Global Education, Inc.; (C) Utilize Cash Collateral; and (D) Pay Certain Related Fees and Charges; (II) Granting Adequate Protection to the Prepetition Secured Lenders; (III) Modifying the Automatic Stay; and (IV) Granting Certain Related Relief*, and the evidence submitted at the hearing held before this Court on June 20, 2025 to consider entry of this Interim DIP Order at the Interim Hearing; and in accordance with Bankruptcy Rules 2002, 4001, 6004, and 9014 and Local Rules 2002-1, 4001-2, and 9013-1; and it appearing that approval of the interim relief requested in the Motion is

necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and is otherwise fair and reasonable and in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and essential for the continued operation of the Debtors' businesses; and all objections, if any, to the entry of this Interim DIP Order having been withdrawn, resolved or overruled by the Court; and upon all of the proceedings had before this Court; after due deliberation and consideration, and for good and sufficient cause appearing therefor, IT IS HEREBY FOUND:

A. Unless otherwise indicated herein, all capitalized terms used but not defined herein shall have the meanings given in the Motion.

B. On June 17, 2025 and June 18, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief with this Court under Chapter 11 of the Bankruptcy Code commencing Chapter 11 cases in the United States Bankruptcy Court for the Northern District of Texas (the "Court"), jointly administered under Case No. 25-80121 (collectively, the "Chapter 11 Cases").

C. The Debtors are continuing to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

D. No official committee of unsecured creditors ("Committee"), as provided for under section 1102 of the Bankruptcy Code, has yet been appointed in these Chapter 11 Cases.

E. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate, and, under the circumstances, sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

F. The Debtors provided notice of the Interim Hearing by facsimile, email, First Class Mail, and/or Overnight Mail, to: (a) the Office of the United States Trustee for the Northern District of Texas (the "U.S. Trustee"); (b) the entities listed on the list of creditors holding the 30 largest unsecured claims filed pursuant to Bankruptcy Rule 1007(d) (on a consolidated basis); (c) counsel to the Prepetition Secured Lenders; (d) counsel to 2HR Learning, Inc. ("2HR"); (e) counsel to Five Y; (f) counsel to Guidepost Global; (g) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors; (h) the United States Attorney's Office for the Northern District of Texas; (i) the Internal Revenue Service; (j) the state attorney generals for all states in which the Debtors conduct or have recently conducted business; (k) the banks and financial institutions where the Debtors maintain banking accounts; and (l) any other party entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1 (collectively, the "Notice Parties"). Under the circumstances and given the nature of the relief sought in the Motion, such notice complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b) and (c) and Local Rules 2002-1 and 4001-2.

G. This Court has jurisdiction over these Chapter 11 Cases and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and this Motion is proper under 28 U.S.C. §§ 1408 and 1409.

H. The Debtors require access to postpetition financing in an amount necessary to fund (i) the Debtors' operations, (ii) the administrative costs of these Chapter 11 Cases, and (iii) the pursuit of confirmation of a plan of reorganization sponsored by 2HR (the "Plan").

I. In light of the Debtors' circumstances, the Debtors are unable to obtain (i) adequate unsecured credit allowable either (a) under sections 364(b) and 503(b)(1) of the Bankruptcy Code or (b) under section 364(c)(1) of the Bankruptcy Code, (ii) adequate credit secured by (x) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code or (y) a junior lien on encumbered assets under section 364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(1) of the Bankruptcy Code from sources other than the DIP Lenders on terms more favorable than the terms of the DIP Financing. The only viable source of secured credit available to the Debtors, other than the use of Cash Collateral (as defined below), is the DIP Financing. The Debtors require both additional financing under the DIP Financing and the continued use of Cash Collateral under the terms of this Interim DIP Order to satisfy their postpetition liquidity needs.

J. The Debtors have requested immediate entry of this Interim DIP Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Good and sufficient cause has been shown for entry of this Interim DIP Order. An immediate need exists for the Debtors to obtain funds and liquidity in order to continue operations, to satisfy in full the costs and expenses of administering these Chapter 11 Cases, to preserve the value of their business and estates, and to consummate the transactions contemplated by the RSA (defined below). The ability of the Debtors to finance their operations, to preserve and maintain the value of the Debtors' assets, and to maximize the return for all creditors as proposed pursuant to the restructuring transaction (the "Restructuring Transaction") contemplated by the RSA, requires the immediate availability of the DIP Financing and the use of the Cash Collateral. In the absence of the immediate availability of such funds and liquidity in accordance with the terms hereof, the operation of the Debtors' business and the pursuit of the transaction embodied in the RSA and the Plan would not be possible and

serious and irreparable harm to the Debtors and their estates and creditors would occur. Thus, the ability of the Debtors to preserve and maintain the value of their assets and maximize the return for creditors requires the availability of working capital from the DIP Financing and the use of Cash Collateral. Accordingly, sufficient cause exists for the entry of this Interim DIP Order.

K. Debtors' Stipulations. Subject to the limitations contained in Paragraph 19 below, the Debtors admit, stipulate and agree as follows, each Debtor for itself and its estate:

(i) Prepetition Secured Lenders Obligations. As of the Petition Date, the Debtors were truly and justly indebted, without defense, counterclaim or offset of any kind, to the Prepetition Secured Lenders pursuant to (a) that certain Senior Secured Promissory Note, dated June 16, 2025 (the "Prepetition Senior Bridge Loan") made by Higher Ground Education Inc., Guidepost A LLC, Prepared Montessorian LLC and Terra Firma Services LLC, as borrowers, in favor of YYYYY, LLC, as lender, in the principal amount of $500,000, plus interest, fees and costs, and including any premiums, expenses, indemnity, and reimbursement obligations accrued thereunder and all other fees and expenses (including fees and expenses of attorneys and advisors) as provided therein; (b) that certain Senior Secured Promissory Note, dated June 16, 2025 (the "Prepetition Junior Bridge Loan" and together with the Prepetition Senior Bridge Loan, the "Prepetition Bridge Loan") made by Higher Ground Education Inc., Guidepost A LLC, Prepared Montessorian LLC and Terra Firma Services LLC, as borrowers, in favor of Guidepost Global Education, Inc., as lender, in the principal amount of $500,000, plus interest, fees and costs, and including any premiums, expenses, indemnity, and reimbursement obligations accrued thereunder and all other fees

and expenses (including fees and expenses of attorneys and advisors) as provided therein; (c) the secured post-foreclosure deficiency claim of WTI in the collective amount of at least $4,680,970.83 under: (x) the Loan and Security Agreement, dated as of February 19, 2021 (as the same has been amended, supplemented, restated and modified from time to time, the "2021 Senior Loan Agreement"), among Higher Ground Education Inc., Guidepost A LLC, Prepared Montessorian LLC, Prepared Montessorian TT LLC and Terra Firma Services LLC, as borrowers, and Venture Lending & Leasing IX, Inc., as lender, in the amount of at least $153,801.58; and (y) the Loan and Security Agreement, dated as of November 8, 2023 (as the same has been amended, supplemented, restated and modified from time to time, the "2023 Senior Loan Agreement" and together with the 2021 Senior Loan Agreement, the "WTI Loans"), among Higher Ground Education Inc., Guidepost A LLC, Prepared Montessorian LLC, Prepared Montessorian TT LLC and Terra Firma Services LLC, as borrowers, and WTI Fund X, Inc., as lender, in the amount of at least $4,527,169.25, plus interest, fees and costs, and including any premiums, expenses, indemnity, and reimbursement obligations accrued thereunder and all other fees and expenses (including fees and expenses of attorneys and advisors) as provided therein; and (d) the series CN-3 convertible promissory notes entered into on and after January 15, 2025 (the "Bridge CN-3 Notes") in the aggregate principal amount of $4,800,000 (the "Bridge CN-3 Loans"), plus interest, fees and costs, and including any premiums, expenses, indemnity, and reimbursement obligations accrued thereunder and all other fees and expenses (including fees and expenses of attorneys and advisors) as

provided therein, pursuant to the Note Purchase Agreement (together with the related exhibits, schedules and transaction documents, as amended, supplemented and otherwise modified from time to time), by and between Higher Ground Education, Inc. as borrower, and each lender on the Schedule of Lenders thereto, dated May 31, 2024, collateralized by a priming lien over the WTI Loan Agreements in the principal amount of up to $5,000,000, in favor of Learn Capital Venture Partners IV, L.P, Inc., as collateral agent on behalf of the Bridge CN-3 Notes. The Prepetition Bridge Loans, the WTI Loans and the Bridge CN-3 Loans are defined herein collectively as the "Prepetition Loan Documents" and the obligations thereunder are defined herein collectively as the "Prepetition Secured Lenders Obligations"). Each of the Prepetition Secured Lenders Obligations is duly perfected by UCC-1 filings.

(ii) Prepetition Secured Lenders Obligations. The Prepetition Secured Lenders Obligations in the full amount outstanding on the Petition Date constitute legal, valid, binding and non-avoidable obligations of the Debtors to the Prepetition Secured Lenders.

(iii) Prepetition Liens. The liens and security interests granted by the Debtors to the Prepetition Secured Lenders to secure the Prepetition Secured Lenders Obligations (the "Prepetition Liens") are: (a) valid, binding, perfected, enforceable liens on and security interests in the personal property of the Debtors constituting "Collateral" under, and as defined in, any prepetition security agreement, control agreement, pledge agreement, financing statement, mortgage or other similar documents, including the Prepetition Loan Documents (together,

the "Prepetition Secured Lenders Collateral"); and (b) not subject to objection, defense, contest, avoidance, reduction, or disallowance (whether equitable, contractual or otherwise) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law by any person or entity. The Prepetition Liens securing the Prepetition Secured Lenders Obligations are subject and subordinate only to: (x) after giving effect to this Interim DIP Order, the Carve Out and the Priming DIP Liens (as defined below); and (y) other valid and unavoidable liens perfected prior to the Petition Date (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) to the extent such permitted liens are senior to the Prepetition Liens.

(iv) Cash Collateral. All proceeds of the Prepetition Secured Lenders Collateral (including cash on deposit at depository institutions as of the Petition Date, securities, or other property, whether subject to control agreements or otherwise, in each case that constitutes Prepetition Secured Lenders Collateral) are "cash collateral" of the Prepetition Secured Lenders within the meaning of section 363(a) of the Bankruptcy Code ("Cash Collateral"), and subject to the terms of this Interim DIP Order (including subject to the Priming DIP Liens).

(v) Releases. Subject to the Challenge Period, the Debtors hereby forever, unconditionally, and irrevocably release, discharge, and acquit the DIP Lenders and the Prepetition Secured Lenders, and their successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, and agents, past, present, and future, and their respective heirs, predecessors, successors, and assigns (collectively, the "Releasees") of and from any and all

claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, reasonable attorneys' and financial advisors' fees), debts, liens, actions, and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether or not known or matured, arising out of or relating to, as applicable, the DIP Financing, the DIP Documents, the Prepetition Loan Documents and/or the transactions contemplated hereunder or thereunder including, without limitation, (A) any so-called "lender liability" or equitable subordination claims or defenses, (B) any and all claims and causes of action arising under the Bankruptcy Code, and (C) any and all claims and causes of action with respect to the extent, validity, priority, perfection, or avoidability of the Prepetition Liens and the Prepetition Secured Lenders Obligations. Each of the Debtors further waives and releases any defense, right of counterclaim, right of setoff, or deduction to the payment of the Prepetition Secured Lenders Obligations that the Debtors now has or may claim to have against the Releasees, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Court entering this Interim DIP Order.

L. For the purposes of the Interim DIP Order only, the DIP Lenders will commit to providing DIP Financing in an amount necessary to fund the Debtors' operations and the administrative costs of these Chapter 11 Cases subject to and as set forth in the Approved Budget (as defined below), in a collective amount not exceeding $8.0 million, including the Roll-Up, including up to (i) $500,000 on an interim basis under the Senior DIP Facility and (ii) $800,000 on an interim basis under the Junior DIP Facility, upon the terms and conditions set

forth herein. Accordingly, after considering all of their practical alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the financing to be provided by the DIP Lenders pursuant to the terms of this Interim DIP Order and the DIP Documents represents the best financing currently available to the Debtors.

M. For the purposes of the Interim DIP Order only, the consent of the Prepetition Secured Lenders to the priming of the Prepetition Liens by the Priming DIP Liens and use of the Prepetition Secured Lenders Collateral, including Cash Collateral, by the Debtors are limited to this Interim DIP Order and the DIP Financing presently before the Court, with Five Y and Guidepost Global as DIP Lenders, and shall not extend to any other postpetition financing or to any modified version of this DIP Financing with any party other than Five Y and Guidepost Global as DIP Lenders. The Prepetition Secured Lenders agree that the Adequate Protection (as defined below) granted to the Prepetition Secured Lenders in this Interim DIP Order is reasonable and calculated to protect the interests of the Prepetition Secured Lenders.

N. For the purposes of the Interim DIP Order only, the security interests and liens granted to the DIP Lenders pursuant to this Interim DIP Order are appropriate under sections 364(c)(1), 364(c)(2) and 364(d) of the Bankruptcy Code because, among other things: (i) such security interests and liens do not impair the interests of any holder of a valid, perfected, prepetition security interest or lien in the property of the Debtors' estates, or (ii) the holder of any such valid, perfected, prepetition security interests and liens, including, for the avoidance of doubt, the Prepetition Secured Lenders, has consented to the security interests and priming liens granted pursuant to this Interim DIP Order to the DIP Lenders.

O. For the purposes of the Interim DIP Order only, each of the Prepetition Secured Lenders is entitled to receive Adequate Protection as set forth below pursuant to sections 361,

362, 363 and 364 of the Bankruptcy Code for any diminution in the value of its interests in the Prepetition Secured Lenders Collateral, including Cash Collateral, resulting from the priming of its liens by the Priming DIP Liens, the automatic stay and the Debtors' use, sale or lease of the Prepetition Secured Lenders Collateral, including Cash Collateral, during these Chapter 11 Cases.

P. For the purposes of the Interim DIP Order only, based on the record presented to this Court by the Debtors, the DIP Financing and use of Cash Collateral have been negotiated in good faith and at arm's length between the Debtors, the Prepetition Secured Lenders and the DIP Lenders, and any credit extended and loans made to the Debtors by the DIP Lenders pursuant to the Interim DIP Order and the DIP Documents (the "DIP Obligations") shall be deemed to have been extended, issued or made, as the case may be, in good faith within the meaning of section 364(e) of the Bankruptcy Code, and the DIP Lenders and Prepetition Secured Lenders shall have all of the protections thereunder. Additionally, all reasonable out-of-pocket legal, accounting, and professional fees and expenses incurred by the DIP Lenders related to the DIP Financing and the Restructuring Transaction (the "DIP Lender Fees") shall constitute DIP Obligations and shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under this Order; provided that the DIP Lender Fees of Senior DIP Lender payable hereunder shall be payable solely upon the occurrence of an Event of Default under this Interim DIP Order or the Senior DIP Note. Accordingly, DIP Lender Fees of Senior DIP Lender shall not be required to be reflected as a budgeted item in the Approved Budget. Each DIP Lender's professionals shall serve summary invoices requesting payment of its respective DIP Lender Fees to the Debtors, U.S. Trustee and any Statutory Committee (as defined below) appointed in these Chapter 11 Cases. Absent objection by any of the U.S. Trustee

and any Statutory Committee appointed in these Chapter 11 Cases within ten (10) days from receipt of an invoice, the Debtors shall pay such invoice. If the U.S. Trustee or any Statutory Committee appointed in these Chapter 11 Cases objects to the reasonableness of any DIP Lender Fees, such objecting party must provide each of the DIP Lenders written notice of such objection within ten (10) days of receipt of the summary invoice. Any objection that cannot be resolved between the parties shall be scheduled by the Debtors to be resolved by this Court. All undisputed DIP Lender Fees shall be timely paid.

Q. Based on the record before this Court, it appears that the terms of this Interim DIP Order, including, without limitation, the terms of the DIP Financing are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

R. The Debtors have requested entry of this Interim DIP Order. The permission granted herein to use Cash Collateral and obtain funds under the DIP Financing is necessary to avoid immediate and irreparable harm to the Debtors' estates. This Court concludes that entry of this Interim DIP Order is in the best interests of the Debtors and their estates as its implementation will, among other things, enhance the prospects for a successful completion of these Chapter 11 Cases.

S. Based upon the foregoing findings and conclusions, and upon the record made before this Court at the Hearing, and good and sufficient cause appearing therefor, IT IS HEREBY ORDERED, DETERMINED AND DECREED THAT:[3]

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014, and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. To

1. Motion Granted. The Motion is granted on the terms and conditions set forth in this Interim DIP Order, with the foregoing findings incorporated herein by reference. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled. This Interim DIP Order shall be valid and binding on all parties in interest and fully effective immediately upon entry.

2. Authorizations. The Debtors are hereby authorized to execute and enter into the DIP Documents. The DIP Notes, the other DIP Documents, and this Interim DIP Order shall govern the financial and credit accommodations to be provided to the Debtors by the DIP Lenders as described herein; provided that in the event of a conflict between the Interim DIP Order and the other DIP Documents, the Interim DIP Order shall control. The Debtors are hereby authorized to borrow money pursuant to the DIP Notes on an interim basis up to the amount set forth in the Approved Budget.

3. The DIP Financing may be used in accordance with the terms of this Interim DIP Order and the DIP Notes (and subject to the Approved Budget) to fund the day-to-day working capital needs of the Debtors' operations and the chapter 11 administrative expenses incurred during the pendency of these Chapter 11 Cases and to allow the Debtors, if subsequently approved by the Court, to effectuate the Restructuring Transaction via the Plan.

4. In furtherance of the foregoing and without further approval of this Court, the Debtors are authorized to perform all acts, and to make, execute, and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements) that may be reasonably required to ensure the performance of the Debtors' obligations under the DIP Financing, including, without limitation:

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the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

(i) the execution, delivery and performance of the DIP Documents, including, without limitation, the DIP Notes and any reasonable and necessary security and pledge agreements contemplated thereby;

(ii) the execution, delivery and performance of one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case in such form as the Debtors and the DIP Lenders may agree; *provided*, that (A) written notice of any material modification or amendment to the DIP Documents shall be filed on the docket of these Chapter 11 Cases and shall be served upon the Notice Parties, each of whom shall have ten (10) days from the date of service of such notice within which to object in writing to such modification or amendment. If any Notice Party (or any other party in interest with requisite standing) timely objects to any such material modification or amendment to the DIP Documents, such modification or amendment shall only be effective pursuant to an order of this Court and (B) written notice of any other modification or amendment to the DIP Documents shall also be filed on the docket of these Chapter 11 Cases; and

(iii) the performance of all other acts required under or in connection with the DIP Documents.

5. Upon execution and delivery of the DIP Notes and the other DIP Documents, such DIP Documents shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against the Debtors in accordance with their respective terms and the terms of this Interim DIP Order for all purposes during these Chapter 11 Cases, any subsequently converted case of the Debtors under chapter 7 of the Bankruptcy Code, or after the dismissal of any such case. No obligation, payment, transfer, or grant of security under the DIP Notes, the other DIP Documents, or this Interim DIP Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, reduction, setoff, recoupment or counterclaim.

6. Borrowing; Use of Cash Collateral. Subject to the budget attached as Exhibit A to the DIP Notes (as modified from time to time with the unanimous written consent of the DIP

Lenders in their sole and discretion, but without need for further Court order, the "Approved Budget") and solely in compliance therewith and subject further to the terms and conditions of this Interim DIP Order and the DIP Documents, (a) the DIP Lenders will provide the DIP Financing in accordance with the terms of the DIP Documents, and (b) the Debtors are authorized to use the Cash Collateral in accordance with the terms of this Interim DIP Order. Notwithstanding the foregoing, the Approved Budget shall be mutually agreed upon by the Debtors and the applicable DIP Lender, (i) in an amount not to exceed $5,500,000 under the Senior DIP Facility, and (ii) in an amount of at least $2,500,000 under the Junior DIP Facility, in each case as may be modified from time to time by the Debtors with the consent of the applicable DIP Lender, in its sole and absolute discretion, but without need for further Court order; *provided, however*, under no circumstance shall such borrowings and disbursements be for an amount in excess of the Approved Budget.

7. Interest, Fees, Costs and Expenses. The DIP Obligations shall bear interest at an interest rate of nine percent (9%) per annum as provided in the DIP Notes. After an Event of Default (as described below), the interest shall accrue at an interest rate of twelve percent (12%) per annum payable monthly as provided in the DIP Notes.

8. Event of Default. The Debtors and DIP Lenders agree that each of the following events, unless waived by the DIP Lenders in writing, shall constitute an "Event of Default":

(i) the Debtors (A) fail to make any payment (whether principal, interest, or otherwise) when such amount becomes due and payable under the Senior DIP Documents or the Junior DIP Documents or (B) default in any material respect in the due performance or observance of any other term, covenant, or agreement contained in any Senior DIP Document or Junior DIP Document (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in such DIP Document or, if no such cure period is provided, it has not been remedied to the reasonable satisfaction of the Senior DIP Lender or Junior DIP Lender, as

applicable, five (5) business days following written notice to the Debtors of the occurrence of such event of default);

(ii) any representation, warranty, or statement made by the Debtors herein or in any DIP Document or in any certificate delivered in connection therewith proves to be untrue in any material respect on the date on which made or deemed made (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in such DIP Document or, if no such cure period is provided, it has not been remedied to the reasonable satisfaction of the Senior DIP Lender or Junior DIP Lender, as applicable, five (5) business days following written notice to the Debtors of the occurrence of such event of default);

(iii) the security interest granted to any DIP Lender ceases to be in full force and effect in any material respect, or ceases in any material respect to create a perfected security interest in, and lien on, the DIP Collateral (as defined below) purported to be created thereby;

(iv) unless otherwise agreed to by the DIP Lender, any DIP Document is or becomes invalid, ineffective, or unenforceable against the Debtors in any material respect, in whole or in part, or the Debtors so asserts or at any time denies the liability or the DIP Obligations under any DIP Document;

(v) the Court enters an order dismissing any of these Chapter 11 Cases or converting any of them to a case under Chapter 7 or any other chapter of the Bankruptcy Code, or appointing a trustee or other responsible officer or an examiner with enlarged powers relating to the operation of the Debtors' business (beyond those set forth in sections 1106(a)(3) or (4) of the Bankruptcy Code) under section 1104 of the Bankruptcy Code, in each case, without the unanimous consent of the DIP Lenders in their sole and absolute discretion;

(vi) the Court enters an order granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code authorizing an action by a lienholder (other than a DIP Lender) with respect to assets of the Debtors on which the lienholder has a lien with an aggregate value in excess of $100,000;

(vii) the Debtors seek to, advocate, or otherwise support any other person's motion to disallow, in whole or in part, the DIP Obligations or to challenge the validity, priority, or enforceability of the Priming DIP Liens and superpriority claims hereunder (for avoidance of doubt, complying with document requests shall not constitute a breach of the foregoing);

(viii) a debtor in possession financing order is entered in form and substance that is not acceptable to a DIP Lender in its reasonable discretion or from and after the date of entry thereof, the Interim DIP Order or the Final DIP

Order, as applicable, ceases to be in full force and effect or is vacated, stayed, reversed, modified, or amended (or the Debtors take any step to accomplish any of the foregoing) without the consent of the affected DIP Lender in its reasonable discretion;

(ix) any of the orders approving the Plan or the disclosure statement to the Plan (the "Disclosure Statement") are vacated, stayed, reversed, modified, or amended without the consent of 2HR;

(x) the Debtors make any payments on any indebtedness that arose before the Petition Date other than as provided in the Approved Budget or otherwise without the unanimous consent of the DIP Lenders in their sole and absolute discretion;

(xi) the Debtors fail to obtain an order from the Court approving the Debtors' motion for authority to assume the Restructuring Support Agreement dated as of June 17, 2025 (as the same may be amended, modified or extended, the "RSA") entered into by, among others, the Debtors, the DIP Lenders, the Prepetition Secured Lenders, and 2HR, as the proposed plan sponsor of the Plan ("Plan Sponsor") within forty (40) days of the Petition Date;

(xii) a Company Termination Event, Consenting Party Termination Event or GG Termination Event (each as defined in the Restructuring Support Agreement) shall have occurred, including prior to the Debtors' assumption of the RSA;

(xiii) the Debtors take any action, or as to insiders, permit any action, that would result in an "ownership change" as such term is used in section 382 of title 26 of the United States Code;

(xiv) the Debtors fail to provide 2HR, Five Y, and Guidepost Global and their respective agents with reasonable access to the Debtors' books, records, and management through the effective date of the Plan (the "Effective Date");

(xv) the (a) Plan, (b) Disclosure Statement, (c) order confirming the Plan, (d) the motion of the Debtors seeking authorization from the Court to assume the RSA, (e) the DIP Orders, the related motions, or the documentation evidencing, or otherwise entered into in connection with, the DIP Financing, or (f) any other documents or exhibits related to or contemplated in the foregoing clauses (a) through (e), contains terms and conditions materially inconsistent with the RSA or the Restructuring Transaction;

(xix) the Court grants relief that is materially inconsistent with the RSA, or would reasonably be expected to materially frustrate the purpose of the RSA;

(xvi) the Debtors breach or fail to comply with the terms of the DIP Orders or the Plan, in any material respect;

(xvii) any of the Chapter 11 Milestones (as defined, and set forth, on Exhibit B to the DIP Notes) are not satisfied;

(xviii) one or more judgments or decrees is entered against the Debtors or their estates involving in the aggregate a postpetition liability (not paid or fully covered by insurance or otherwise considered permitted indebtedness) of $50,000 or more, and all such judgments or decrees are not vacated, discharged, stayed or bonded pending appeal;

(xix) any DIP Note or any other DIP Document ceases, for any reason, to be in full force and effect or the Debtors shall so assert in writing, or the Priming DIP Liens cease to be effective and perfected with respect to any material item of DIP Collateral (as defined below) described therein with the priority purported to be created by the DIP Documents;

(xx) the Debtors fail to provide in any material respect all information, approvals, documents or other instruments as any DIP Lender may reasonably request, and as are customary for postpetition lenders or plan sponsors to request;

(xxi) any of the Debtors announces its intention to proceed with any reorganization, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of a material portion of assets, financing (whether debt, including any debtor in possession financing other than the DIP Financing, or equity), recapitalization, workout, or restructuring of the Debtors (including, for the avoidance of doubt, a transaction premised on a chapter 11 plan or a sale of a material portion of assets under section 363 of the Bankruptcy Code), other than the Restructuring Transaction (an "Alternative Transaction");

(xxii) the Court approves an Alternative Transaction;

(xxiii) the Debtors file a plan of reorganization, liquidating plan, or disclosure statement that is materially inconsistent with the Plan or the RSA;

(xxiv) the Debtors file an application or motion for the approval of postpetition financing from any party other than the DIP Lenders, including financing that provides for superpriority claims or priming liens on the DIP Lenders' collateral without the unanimous written consent of the DIP Lenders in their sole and absolute discretion;

(xxv) the Court enters an order terminating the right of the Debtors to use the DIP Financing;

(xxvi) the Debtors fails to comply with the Approved Budget; *provided, however*, for each period of two (2) weeks (or, if shorter, since the Petition Date), for the period from the Petition Date, in each case measured on a cumulative basis, adverse variances under the Approved Budget of up to 10% of the amount of the Approved Budget are permitted (*provided* that adverse variances shall be offset by positive variances in subsequent weeks to ensure that the Debtors cash needs under the Approved Budget remain "on-balance" within any given four week period; *provided further* that in no event shall the DIP Lenders be required to fund amounts exceeding the aggregate of the Approved Budget), and unused amounts set forth in the Approved Budget for any disbursement line item may be carried forward and used to fund such line item in any subsequent week; or

(xxvii) without the consent of the Senior DIP Lender, any claim or lien having a priority superior to or *pari passu* with those granted by the DIP Orders to the Senior DIP Lender is granted or allowed prior to the occurrence of (a) the payment in full in cash of immediately available funds of all of the Senior DIP Obligations, (b) the termination or expiration of all commitments to extend credit to the Debtors under the Senior DIP Documents, and (c) the cash collateralization in respect of any asserted claims, demands, actions, suits, proceedings, investigations, liabilities, fines, costs, penalties, or damages for which the Senior DIP Lender may be entitled to indemnification by the Debtors ("Senior DIP Paid in Full");

(xxviii) without the consent of the Junior DIP Lender, any claim or lien having a priority superior to or *pari passu* with those granted by the DIP Orders to the Junior DIP Lender (other than any claim or lien of the Senior DIP Lender pursuant to the Senior DIP Documents) is granted or allowed prior to the occurrence of (a) the payment in full in cash of immediately available funds of all of the Junior DIP Obligations, (b) the termination or expiration of all commitments to extend credit to the Debtors under the Junior DIP Documents, and (c) the cash collateralization in respect of any asserted claims, demands, actions, suits, proceedings, investigations, liabilities, fines, costs, penalties, or damages for which the Junior DIP Lender may be entitled to indemnification by the Debtors ("Junior DIP Paid in Full" and, together with the Senior DIP Paid in Full, "Paid in Full"); or

(xxix) The Debtors, without the unanimous prior written consent of the DIP Lenders (which shall be given or refused in each DIP Lender's sole and absolute discretion) seek to modify, vacate or amend the DIP Orders or any DIP Documents.

9. Subject to Paragraph 20 of this Order, upon the occurrence of an Event of Default and after five (5) business days' written notice by the DIP Lenders to the Notice Parties

(the "Default Notice Period"), and an opportunity to seek an expedited hearing before the Court, the automatic stay shall terminate, and the DIP Lenders shall be permitted to exercise any remedies permitted by law, including any of the following actions, without application or motion to, or further orders from, the Court or any other court, and without interference from the Debtors or any other party in interest, unless the Court orders otherwise during the Default Notice Period:

(i) declare all or any portion of the outstanding DIP Obligations due and payable, whereupon the same shall become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Debtors;

(ii) set off any amounts held as Cash Collateral (including, without limitation, in any Cash Collateral account held for the benefit of the DIP Lenders);

(iii) enforce all liens and security interests in the DIP Collateral;

(iv) institute proceedings to enforce payment of such DIP Obligations;

(v) terminate the obligation of the DIP Lenders to make Loans; and

(vi) exercise any other remedies and take any other actions available to it or them at law, in equity, under the DIP Notes, the Bankruptcy Code, other applicable law or pursuant to this Interim DIP Order, including, without limitation, exercising any and all rights and remedies with respect to the DIP Collateral or any portion thereof;

provided, however, that the DIP Lenders shall continue to fund the Debtors' operations, pursuant to the Approved Budget, through the Default Notice Period; *provided, however, further* the respective rights and remedies available to the Senior DIP Lender and the Junior DIP Lender with respect to the DIP Collateral shall be subject to Paragraph 20 of this Order.

10. The Debtors and the Committee (if any), and any other party in interest shall be entitled to an emergency hearing before this Court within the Default Notice Period. If an emergency hearing is requested to be heard prior to the expiration of the Default Notice Period,

then the Default Notice Period shall automatically be extended until the Court hears and rules with respect thereto.

11. Termination of the DIP Financing and Use of Cash Collateral. Except with respect to the payment of the Carve Out, the DIP Lenders' agreement to provide the DIP Financing in accordance with the DIP Documents and the Debtors' authorization to use Cash Collateral shall immediately and automatically terminate (except, to the extent any Senior DIP Obligations remain outstanding, the Senior DIP Lender agrees in writing, or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender agrees in writing, in each case, which consent may be withheld in their reasonable discretion), upon the earliest to occur of any of the following (each, a "Termination Date"):

(i) September 30, 2025;

(i) the date of final indefeasible payment and satisfaction in full in cash of the DIP Obligations;

(ii) the entry of an order by the Court granting a motion by the Debtors to obtain additional financing from a party other than the DIP Lenders under section 363 or 364 of the Bankruptcy Code unless the proceeds from such financing are used to immediately repay in cash the DIP Obligations or unless such financing is subordinate to the DIP Obligations and Prepetition Secured Lenders Obligations and consented to in writing by, to the extent any Senior DIP Obligations remain outstanding, the Senior DIP Lender, or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender, in each case, which consent may be withheld in their sole and absolute discretion;

(iii) the dismissal of these Chapter 11 Cases or the conversion of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(iv) any DIP Order is stayed, reversed, vacated, amended or otherwise modified in any respect without the prior written consent of, to the extent any Senior DIP Obligations remain outstanding, the Senior DIP Lender, or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender, in each case, which consent may be withheld in their sole and absolute discretion;

(v) the Effective Date; or

(vi) upon expiration of the Default Notice Period.

The DIP Lenders shall file a notice with the Court upon the occurrence of the Termination Date.

12. Superpriority Claims. The DIP Lenders are hereby granted, as and to the extent provided by section 507(b) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims in these Chapter 11 Cases and any successor case (the "Superpriority Claims"). The Superpriority Claims shall have the priority set forth in Section 507(b) of the Bankruptcy Code.

13. Carve Out. The liens and claims of or granted to the DIP Lenders and the Prepetition Secured Lenders shall be subject and subordinate to the payment, without duplication, of the following fees and claims (the amounts set forth below, together with the limitations set forth therein, collectively, the "Carve Out"): (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate (collectively, the "Statutory Fees"), which Statutory Fees shall not be subject to any budget; and (ii) solely to the extent allowed by order of the Court (if applicable), the aggregate amount of unpaid, reasonable and documented fees, costs, and expenses incurred by persons or firms retained by the Debtors pursuant to sections 327, 328, 331, or 363 of the Bankruptcy Code (the "Debtors Professionals") and the official committee of unsecured creditors (if any) under section 328 or 1103 of the Bankruptcy Code (together with any other statutory committee that may be appointed or formed, the "Statutory Committee," and such professionals retained by the Statutory Committee, the "Committee Professionals," and, together with the Debtors Professionals, the "Estate Professionals") at any time before or on the Termination Date, whether allowed by the Court prior to or after the Termination Date; and (iv) allowed fees of Estate Professionals in an aggregate amount not to exceed $125,000, to be shared by the Estate

Professionals incurred after the Termination Date for wind-down purposes, to the extent allowed at any time, whether by final order, procedural order, or otherwise.

14. Notwithstanding anything to the contrary in this Interim DIP Order, the Final DIP Order, or any Prepetition Loan Documents or the DIP Loan Documents, the Carve Out shall be senior to all liens and claims securing the Priming DIP Liens, Prepetition Liens, or Adequate Protection Liens (as defined below), Superpriority Claims, and the Adequate Protection Claims (as defined below) and any and all other forms of adequate protection provided to the DIP Lender, Prepetition Secured Lenders, or any other party hereunder.

15. Carve Out Reserves. On the Business Day following entry of the Interim Order (or as soon as reasonably practicable thereafter) and then on the fourth business day of each week thereafter, the Debtors remitted and will continue to remit to Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the amount equal to, but not to exceed, the Budgeted Fees & Expenses for each such week to be held in an escrow account (such account, the "Professional Fee Reserve") for the benefit of the Estate Professionals. From such funds held in the Professional Fee Reserve, Verita shall release to the Estate Professionals such amounts as are payable pursuant to an applicable order of the Court, including an order approving interim compensation procedures in the Chapter 11 Cases and any order granting interim or final fee applications for Estate Professionals (each, a "Fee Payment"). For avoidance of doubt, (a) in making payments from the Professional Fee Reserve, Verita shall be entitled to rely upon written certifications of each Estate Professional as to the amount such Estate Professional is due and owing from the Professional Fee Reserve; and (b) in no circumstances shall Verita be obligated to pay any Estate Professional other than from the funds held, from time to time, in the Professional Fee Reserve. Funds held in the Professional Fee Reserve shall be applied to

allowed Estate Professional fees that have been incurred following the Petition Date in accordance with the procedures established in the Chapter 11 Cases. Payments and reimbursements made to an Estate Professional prior to Termination Date shall reduce the amounts available to such Estate Professional the Carve Out, and neither the Professional Fee Reserve nor payments therefrom shall in any way increase the Carve Out.

16. Notwithstanding anything herein to the contrary, upon the occurrence of the Termination Date or such other event triggering the funding of the Carve Out and the Professional Fee Reserve, the Debtors and DIP Lenders shall confer in good faith regarding the estimated amounts necessary to fund the Carve Out and Professional Fee Reserve (the "Estimated Carve Out") and, if the amount of cash on hand with the Debtors are less than the Estimated Carve Out, the DIP Lenders shall fund a draw (a "Back-Stop Draw") under the DIP Financing in the amount equal to the sum of (a) the Estimated Carve Out *less* (b) the Debtors' cash on hand as of such date, automatically without any obligation of the Debtors to meet any draw conditions or any other conditions precedent to such draw. If at any time after the occurrence of the Termination Date or such other event triggering the funding of the Carve Out the Debtors' cash on hand is less than the actual amounts necessary to fully fund the Carve Out and Professional Fee Reserve, the DIP Lenders shall fund additional Back-Stop Draws automatically without any obligation of the Debtors to meet any draw conditions or any other conditions precedent to such draw to cover any such shortfall.

17. Notwithstanding anything to the contrary in this Order, the Senior DIP Lender shall not be required to fund any amounts in excess of the Senior DIP Commitment, including without limitation in connection with the Carve Out.

18. Notwithstanding any other provision of this Interim DIP Order (including this paragraph), the Court retains and shall have all authority to consider and approve all applications for fees and expenses by any Estate Professionals, including for reasonableness thereof, or on any other basis under the Bankruptcy Code or Bankruptcy Rules, or otherwise under applicable law, and all funds that may be set aside for or applied to any such amounts or obligations shall remain fully subject to disgorgement or reallocation, based on the Court's orders exercising such reserved rights as described previously in this sentence. All professionals described in the preceding sentence shall be and remain subject to the jurisdiction of this Court for the purposes described in the preceding sentence.

19. Notwithstanding the foregoing, none of the Carve Out, proceeds from the DIP Financing or Cash Collateral may be used (a) to investigate or challenge in any respect to the validity, perfection, priority, extent or enforceability of the Priming DIP Liens, Prepetition Liens, or Adequate Protection Liens except the professionals of a committee appointed pursuant to section 1102 of the Bankruptcy Code shall be entitled to payment of up to $50,000 of allowed professional fees and expenses (aggregated among all such professionals) from the Carve Out, proceeds from the DIP Financing or Cash Collateral incurred in connection with any review and investigation of the validity, perfection, priority, extent or enforceability of the Prepetition Secured Lenders Obligations or the Prepetition Liens, (b) to delay, challenge or impede any rights of the DIP Lenders under any of the DIP Documents, or the DIP Orders or the Prepetition Secured Lenders under the Prepetition Loan Documents, or (c) to pursue any claims or causes of action of any kind against the DIP Lenders or the Prepetition Secured Lenders (except for purposes of enforcement of the DIP Orders or the DIP Notes). Nothing herein shall restrict the

ability of any other party to investigate or object to a disclosure statement or a plan of reorganization.

20. Effect of Debtors' Stipulations on Third Parties.

(i) Binding on Debtors. The Debtors' stipulations, admissions, agreements and releases contained in this Interim DIP Order, including, without limitation, in Paragraph K of this Interim DIP Order, shall be binding upon the Debtors in all circumstances and for all purposes.

(ii) Binding on Third Parties. The Debtors' stipulations, admissions, agreements and releases contained in this Interim DIP Order, including, without limitation, in Paragraph K of this Interim DIP Order, shall be binding upon their estates and all other parties in interest, including, without limitation, any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for the Debtors, in all circumstances and for all purposes unless the following criteria under subparagraphs a, b, and c below are satisfied:

a. Challenge Period. Subject to a Final DIP Order on the Motion, any party in interest (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so, a "Challenge Party") with requisite standing granted by the Court (which motion for such standing may be filed concurrently with an adversary proceeding or contested matter), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein), within the earlier of: (i) 60 days from the date of entry of the Interim DIP Order, (ii) 45 days from the appointment of a

creditors committee or (iii) such earlier date upon which the Court enters an order confirming the Plan (the "Challenge Period"); *provided, however*, if these Chapter 11 Cases converts to a chapter 7 case, or if a chapter 11 trustee is appointed, prior to the end of the Challenge Period, any such trustee shall have the benefit of any remaining portion of the Challenge Period, and in any event 10 days from the appointment of such trustee, to file such an adversary proceeding or contested matter, without prejudice for such trustee to file a motion with the Court requesting a further extension of the deadline.

b. Challenge Proceeding. Such adversary proceeding or contested matter (A) objects to or challenges the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Secured Lenders Obligations or the Prepetition Liens, or any portion thereof, or (B) otherwise asserts or prosecutes any action for preferences, fraudulent transfers or conveyances, other avoidance power claims, or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, a "Challenge Proceeding") against the Prepetition Secured Lenders, or their subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such, in connection with matters related to the Prepetition Loan Documents, the Prepetition Secured Lenders Obligations, the Prepetition Liens or the Prepetition Secured Lenders Collateral.

c. Final Non-Appealable Order. A final non-appealable order is entered in favor of the plaintiff in any such Challenge Proceeding; provided that any pleadings filed in any Challenge Proceeding shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred.

(iii) Agreement to Not Assert a Challenge. Notwithstanding the foregoing, the DIP Lenders hereby agree not to (and hereby waive any right to) take any action to contest or challenge (or assist or support any other person in contesting or challenging), directly or indirectly, the extent, validity, priority, enforceability or perfection of the Prepetition Secured Lenders Obligations or the Prepetition Liens.

(iv) Failure to File Challenge Proceeding. If no Challenge Proceeding is timely and properly filed during the Challenge Period with respect to the Prepetition Secured Lenders Obligations or Prepetition Liens: (i) the Debtors' stipulations, admissions, agreements and releases contained in this Interim DIP Order relating thereto, including, without limitation, those contained in Paragraph K of this Interim DIP Order shall be binding on all parties in interest; (ii) the obligations of the Prepetition Secured Lenders under the Prepetition Loan Documents shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset, or avoidance for all purposes in these Chapter 11 Cases and any subsequent chapter 7 cases; (iii) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding,

perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense; (iv) the Prepetition Secured Lenders Obligations and the Prepetition Liens shall not be subject to any other or further claim or challenge by any non-statutory committees appointed or formed in these Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates; and (v) any defenses, claims, causes of action, counterclaims and offsets by any non-statutory committees appointed or formed in these Chapter 11 Cases, or any other party acting or seeking to act on behalf of the Debtors' estates, whether arising under the Bankruptcy Code or otherwise, against the Prepetition Secured Lenders arising out of or relating to the Prepetition Loan Documents shall be deemed forever waived, released and barred. If any such Challenge Proceeding is timely filed during the Challenge Period, the applicable stipulations, admissions, agreements and releases contained in this Interim DIP Order, including, without limitation, those contained in Paragraph J of this Interim DIP Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim DIP Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee or any non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the

Debtors or their estates, including, without limitation, Challenge Proceedings with respect to the Prepetition Loan Documents, the Prepetition Secured Lenders Obligations or the Prepetition Liens. Any motion seeking standing shall attach a draft complaint or other pleading that sets forth such claim or cause of action or other Challenge Proceedings, and any claim or cause of action or other Challenge Proceeding not included therein shall be deemed forever waived, released and barred.

21. Subject to the terms of this Interim DIP Order and any interim compensation order entered by the Court, the DIP Lenders shall be obligated to fund, and the Debtors shall be permitted to pay, compensation and reimbursement of reasonable fees and expenses of the Estate Professionals allowed and payable under sections 328, 330, or 331 of the Bankruptcy Code, as the same may be due and payable, that constitute pre-Termination Date expenses and such payments shall not reduce or be deemed to reduce the post-Termination Date fees and expenses.

22. Liens to Secure the DIP Obligations. As security for the DIP Obligations, effective and perfected upon the date of this Interim DIP Order and without the necessity of the execution, recordation of filings by the Debtors or any DIP Lender of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by any DIP Lender of or over any DIP Collateral (as defined below), the following security interests and liens (such security interests and liens with respect to the Senior DIP Facility, the "Senior DIP Priming Liens," such security interests and liens with respect to the Junior DIP Facility, the "Junior DIP Priming Liens," and, together, the "Priming DIP Liens"), subject only to the payment of the Carve Out (and, in the case of the Junior DIP Priming Liens, the Senior DIP Priming Liens), are hereby granted by the Debtors to

(i) the Senior DIP Lender for its benefit and (ii) the Junior DIP Lender for its benefit, in each case, pursuant to this Interim DIP Order and the DIP Documents (all property identified in clauses (a) and (b) below being collectively referred to as the "DIP Collateral"):

(a) *First Lien on All Property.* Subject to the priority of the Carve Out, pursuant to sections 364(c)(1), 364(c)(2), and 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first priority senior security interest in and lien upon all pre and postpetition property of the Debtors or their estates, whether existing on the Petition Date or thereafter acquired (collectively, "Property"), including, without limitation, any such encumbered cash of the Debtors and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property; and, subject to the entry of a Final DIP Order, the proceeds of the claims and causes of action of the Debtors' estates under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance actions under the Bankruptcy Code, commercial tort claims, equity interests, and the proceeds of all the foregoing; *provided, however*, subject to entry of the Final DIP Order, the Priming DIP Liens shall be subject and subordinate to any inchoate governmental claims or statutory liens in existence as of the Petition Date and to any valid, perfected, unavoidable liens or security interests in existence as of the Petition Date, or that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b), other than the Prepetition Liens (as the Prepetition Secured Lenders are consenting to the priming of the Prepetition Liens by the Priming DIP Liens). Notwithstanding anything herein to the contrary and subject to the priority of the Carve Out, (i) the Senior DIP Priming Liens shall be

senior in all respects to the Junior DIP Priming Liens and the Prepetition Liens and (ii) the Junior DIP Priming Liens shall be subject and subordinate in all respects to the Senior DIP Priming Liens.

(b) *Liens Senior to Certain Other Liens.* Other than the Carve Out, the Priming DIP Liens shall not be subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors to the extent permitted by applicable non-bankruptcy law, except, subject to entry of the Final DIP Order, for liens perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b), or (iii) any intercompany or affiliate liens of the Debtors.

23. Perfection of Priming DIP Liens. The Priming DIP Liens shall be, and hereby are, deemed duly perfected and recorded under all applicable federal or state or other laws as of the date hereof, and no notice, filing, mortgage recordation, possession, further order, landlord or warehousemen lien waivers, or other third party consents or other act, shall be required to effect such perfection; *provided, however*, notwithstanding the provisions of section 362 of the Bankruptcy Code, (a) the DIP Lenders, may, at their sole option, file or record or cause the Debtors to obtain any such landlord or warehousemen lien waivers or other third party consents or execute, file, or record any such UCC financing statements, notices of liens and security interests, mortgages, amendments to mortgages, and/or other similar documents or instruments as such DIP Lender may require, and (b) the DIP Lenders may require the Debtors to deliver to the DIP Lenders any chattel paper, instruments, or securities evidencing or constituting any DIP

Collateral, and the Debtors shall cooperate and comply therewith. If the DIP Lenders, in their reasonable discretion, shall elect for any reason to cause to be obtained any landlord or warehouse lien waivers or other third party consents or cause to be filed or recorded any such notices, financing statements, mortgages, amendments to mortgages, or other documents or instruments with respect to such security interests and liens, or if the DIP Lenders, in accordance with the DIP Documents or this Interim DIP Order, elect to take possession of any DIP Collateral, all such landlord or warehouse lien waivers or other third party consents, financing statements, mortgages, amendments to mortgages, or similar documents or instruments or such taking of possession shall be deemed to have been filed, recorded, or taken in these Chapter 11 Cases as of the commencement of these Chapter 11 Cases but with the priorities set forth herein. The DIP Lenders may (in their reasonable discretion), but shall not be required to, file a certified copy of this Interim DIP Order in any filing or recording office in any county or other jurisdiction in which the Debtors have real or personal Property and such filing or recording shall constitute further evidence of the DIP Lenders' interest in the DIP Collateral.

24. Indemnity. Subject to applicable Fifth Circuit law, the Debtors agree to indemnify, defend, and hold harmless each DIP Lender (strictly in its capacity as such), each of its affiliates, and each of their respective officers, directors, employees, agents, advisors, attorneys, and representatives from and against all losses, claims, liabilities, damages, and expenses (including, without limitation, fees and expenses of counsels) for any actions, omissions, or events arising from or directly related to the DIP Financing, except to the extent resulting from such DIP Lender's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

25. Protection of DIP Lenders' Rights.

(a) So long as there are any DIP Obligations outstanding, the Prepetition Secured Lenders shall: (A) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Loan Documents or this Interim DIP Order or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral (including without limitation, in connection with the Adequate Protection Liens or settling any insurance policy with respect thereto) or take any action to frustrate the lawful exercise of remedies by the Senior DIP Lender with respect to the Senior DIP Obligations or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender; (B) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, any DIP Collateral (but not any proceeds of such transfer, disposition, sale or release) to the extent such transfer, disposition, sale or release is authorized under the DIP Documents or consented to thereunder; (C) not file any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral other than solely as to this clause (C), (x) to perfect the liens granted pursuant to this Interim DIP Order, or (y) as may be required by applicable state or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and nonavoidable liens or security interests existing as of the Petition Date; and (D) deliver or cause to be delivered any termination statements, releases and/or assignments in favor of the DIP Lenders or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or disposition permitted by the DIP Documents and this Interim DIP Order.

(b) So long as there are any Senior DIP Obligations outstanding, the Junior DIP Lender shall: (A) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Junior DIP Documents or this Interim DIP Order or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral (including without limitation, settling any insurance policy with respect thereto), including in connection with the Junior DIP Priming Liens, or take any action to frustrate the lawful exercise of remedies by the Senior DIP Lender with respect to the Senior DIP Obligations, (B) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, any DIP Collateral to the extent such transfer, disposition, sale or release is authorized under the Senior DIP Documents or consented to thereunder, (C) not file any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral other than (x) to perfect the liens granted pursuant to this Interim DIP Order or (y) as may be required by applicable state or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; or (D) deliver or cause to be delivered any termination statements, releases and/or assignments in favor of the Senior DIP Lender or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or disposition permitted by the Senior DIP Documents and this Interim DIP Order.

(c) To the extent, at any time, any Prepetition Lender has possession of, or control over, any Prepetition Secured Lenders' Collateral or DIP Collateral, or has been listed as a secured party on any certificate of title for a titled good constituting Prepetition Secured Lenders'

Collateral or DIP Collateral, such Prepetition Lender shall be deemed to have such possession or be so listed or have such possession or control as a gratuitous bailee and/or gratuitous agent for the benefit of the DIP Lenders (subject to the terms set forth in this Interim DIP Order and the DIP Documents), and such Prepetition Lender shall comply with the instructions of the Senior DIP Lender, or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender, with respect to any of the foregoing. Each applicable DIP Lender is hereby authorized to take any of the actions described in this paragraph (c) on behalf of the Prepetition Secured Lenders and/or the Junior DIP Lenders (as applicable), and such authorization is coupled with an interest and is irrevocable.

(d) To the extent, at any time, the Junior DIP Lender has possession of, or control over, any DIP Collateral, or has been listed as a secured party on any certificate of title for a titled good constituting DIP Collateral, the Junior DIP Lender shall be deemed to have such possession or be so listed or have such possession or control as a gratuitous bailee and/or gratuitous agent for the benefit of the Senior DIP Lender, and the Junior DIP Lender shall comply with the instructions of the Senior DIP Lender with respect to any of the foregoing, unless and until the Senior DIP Facility has been indefeasibly repaid in full in cash. This authorization is coupled with an interest and is irrevocable.

(e) Unless and until the DIP Facility has been indefeasibly repaid in full in cash, any proceeds of DIP Collateral received by the Prepetition Secured Lenders, whether in connection with the exercise of any right or remedy (including setoff) relating to the DIP Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the Senior DIP Lender or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender, in the same form as received, with any necessary endorsements, or as a court

of competent jurisdiction may otherwise direct. The Senior DIP Lender or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender, is hereby authorized to make any such endorsements as agent for the Prepetition Secured Lenders. This authorization is coupled with an interest and is irrevocable.

(f) Unless and until the Senior DIP Facility has been indefeasibly repaid in full in cash, any proceeds of DIP Collateral received by the Junior DIP Lender, whether in connection with the exercise of any right or remedy (including setoff) relating to the DIP Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the Senior DIP Lender in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The Senior DIP Lender is hereby authorized to make any such endorsements as agent for the Junior DIP Lender. This authorization is coupled with an interest and is irrevocable.

(g) Except as set forth herein, any proceeds of Prepetition Secured Lenders' Collateral received by any Prepetition Lender, whether in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Secured Lenders Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the Senior DIP Lender or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Lender in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The applicable DIP Lender is hereby authorized to make any such endorsements as agent for the applicable Prepetition Secured Lenders. This authorization is coupled with an interest and is irrevocable.

26. If an order dismissing these Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise is entered at any time prior to the DIP Obligations being Paid in

Full, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (a) subject to the Carve Out, the Superpriority Claims, Priming DIP Liens granted to the DIP Lenders, and the Adequate Protection Obligations (as defined below) granted to the Prepetition Secured Lenders shall continue in full force and effect and shall maintain their priorities as provided in the DIP Orders until all DIP Obligations shall have been indefeasibly Paid in Full and the Prepetition Secured Lenders Obligations shall have been indefeasibly paid in full (and that, subject to the Carve Out, such Superpriority Claims, Priming DIP Liens, and Adequate Protection Obligations, shall, notwithstanding such dismissal, remain binding on all parties in interest) and (b) to the extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in (a) above.

27. If any or all of the provisions of this Interim DIP Order are hereafter reversed or modified on appeal such reversal or modification on appeal shall not affect the validity of the DIP Obligations or any priority or lien granted hereby, whether or not the DIP Lenders or the Prepetition Secured Lenders knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal. To the extent permitted by applicable law, notwithstanding any reversal, stay, modification or vacation, any use of Cash Collateral or DIP Obligations incurred by the Debtors or their estates prior to the actual receipt of written notice by the DIP Lenders of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of the DIP Orders, and the DIP Lenders and the Prepetition Secured Lenders shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of the

Bankruptcy Code, this Interim DIP Order and pursuant to the DIP Documents with respect to all uses of Cash Collateral and the DIP Obligations.

28. Except as expressly provided in the DIP Orders or in the DIP Documents, or until the DIP Obligations are Paid in Full, the Priming DIP Liens, the Superpriority Claims, the Adequate Protection Obligations and all other rights and remedies of the DIP Lenders and Prepetition Secured Lenders granted by the provisions of the DIP Orders and the DIP Documents shall survive, and shall not be modified, impaired or discharged by (a) the entry of an order converting these Chapter 11 Cases to a case under chapter 7, or dismissing these Chapter 11 Cases or (b) the entry of an order confirming a plan of reorganization in these Chapter 11 Cases (other than a plan of reorganization which is consistent with the terms of the Plan) and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors waive any discharge as to any remaining DIP Obligations and Adequate Protection Obligations. The terms and provisions of the DIP Orders and the DIP Documents shall continue in these Chapter 11 Cases, or in any superseding chapter 7 cases under the Bankruptcy Code, and the Priming DIP Liens, the Superpriority Claims, the Adequate Protection Obligations, and all other rights and remedies of the DIP Lenders and Prepetition Secured Lenders granted by the provisions of this Interim DIP Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are Paid in Full and the Prepetition Lender Obligations are indefeasibly paid in full.

29. Treatment of DIP Obligations and Adequate Protection Obligations in the Plan. Subject to and effective only upon entry of the Final DIP Order, notwithstanding anything to the contrary in the DIP Orders or in the DIP Documents, any plan of reorganization proposed by the Debtors shall provide for the treatment of the DIP Obligations, the Priming DIP Liens, the

Superpriority Claims, and the Adequate Protection Obligations on terms that are consistent with the terms of the Plan and the RSA.

30. Right to Credit Bid. Subject to section 363(k) of the Bankruptcy Code, each of the DIP Lenders shall (i) upon entry of the Interim DIP Order, have the right to "credit bid" the full amount of its respective DIP Obligations authorized pursuant to this Interim DIP Order and (ii) upon entry of the Final DIP Order, have the right to "credit bid" the full amount of its claim, in each case, in connection with any sale of all or any portion of the Debtors' assets, including, without limitation, a sale transaction under section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(iii) of the Bankruptcy Code. Subject to (i) section 363(k) of the Bankruptcy Code, (ii) entry of the Final DIP Order, (iii) the Challenge Period and (iv) the indefeasible payment in full in cash of the DIP Obligations or the consent of the DIP Lenders, the Prepetition Secured Lenders shall have the right to "credit bid" the full amount of their respective claims in connection with any sale of all or any portion of the Debtors' assets, including, without limitation, a sale transaction under section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(iii) of the Bankruptcy Code. Notwithstanding anything contained in this Paragraph 30 to the contrary, the DIP Lenders and the Prepetition Secured Lenders shall only be entitled to exercise their respective credit bid rights in the event of an Alternative Transaction.

31. Adequate Protection of the Prepetition Secured Lenders. The consent of the Prepetition Secured Lenders to the priming of the Prepetition Liens by the Priming DIP Liens is limited to the DIP Financing presently before this Court and authorized by this Interim DIP Order (as amended, supplemented, or otherwise modified in accordance with the terms thereof

and hereof), and shall not be deemed to extend to any other postpetition financing with any other party (other than any permitted successors and assigns of the DIP Lenders) or any increase in the total amount of the DIP Financing approved by this Interim DIP Order. Furthermore, the consent of the Prepetition Secured Lenders to the priming of the Prepetition Liens by the Priming DIP Liens as provided in this Interim DIP Order does not constitute, and shall not be construed as constituting, an acknowledgment or stipulation by the Prepetition Secured Lenders that their interests in the Prepetition Secured Lenders Collateral are adequately protected pursuant to this Interim DIP Order or otherwise. Nothing in this Interim DIP Order, including any of the provisions herein with respect to adequate protection, shall constitute, or be deemed to constitute, a finding that the interests of the Prepetition Secured Lenders are or will be adequately protected with respect to any non-consensual use of Cash Collateral or non-consensual priming of the Prepetition Liens.

(a) Adequate Protection Obligations. Until the indefeasible repayment in full in cash of the Prepetition Secured Lenders Obligations, as adequate protection for the interests of the Prepetition Secured Lenders in the Prepetition Secured Lenders Collateral, each of the Prepetition Secured Lenders is hereby granted the following (collectively, "Adequate Protection"):

a. Adequate Protection Liens. Pursuant to sections 361(2), 362, 363(c)(2), and 363(e) of the Bankruptcy Code, each of the Prepetition Secured Lenders is hereby granted a continuing valid, binding, enforceable and perfected, lien and security interest in and on all of the DIP Collateral and any proceeds thereof (the "Adequate Protection Liens"). The Adequate Protection Liens shall be subordinate only to (1) the Carve Out, (2) the Priming DIP Liens, and

(3) subject to entry of the Final DIP Order, any valid, perfected, unavoidable liens or security interests in existence as of the Petition Date, or that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b). The Adequate Protection Liens shall be deemed legal, valid, binding, enforceable, and perfected liens, not subject to subordination, impairment or avoidance, for all purposes in these Chapter 11 Cases and any successor case. Except as described above, no other liens or security interests, whether for adequate protection or otherwise, shall be senior, equal to or *pari passu* with the Adequate Protection Liens in these Chapter 11 Cases or any successor case without the prior written consent of the Prepetition Secured Lenders (which consent may be withheld in their sole and absolute discretion).

b. Adequate Protection Claims. As and to the extent provided by section 507(b) of the Bankruptcy Code, each of the Prepetition Secured Lenders shall have an allowed superpriority administrative expense claim in these Chapter 11 Cases and any successor case (the "Adequate Protection Claim") against the Debtors and their estates. The Adequate Protection Claim shall have the priority set forth in Section 507(b) of the Bankruptcy Code; provided that the Adequate Protection Claim shall be subordinate to (1) the Carve Out, (2) the Priming DIP Liens, and (3) the Superpriority Claims. Except as described above, no cost or expense of administration under any provision of the Bankruptcy Code (whether incurred in these Chapter 11 Cases or any successor case, whether for adequate protection, the lack of, or failure to

provide, adequate protection, or otherwise), shall be senior to, equal to, or *pari passu* with, the Adequate Protection Claims.

(b) Adequate Protection Obligations. The Adequate Protection Liens and Adequate Protection Claims shall secure the payment of the Prepetition Secured Lenders Obligations in an amount equal to any diminution in the value of the interests of the Prepetition Secured Lenders in the Prepetition Secured Lenders Collateral from and after the Petition Date (the amount of such diminution, the "Adequate Protection Obligations"). The Adequate Protection Obligations shall also be deemed to include the other obligations arising on account of the Adequate Protection set forth herein.

(c) Reservation of Rights of Prepetition Secured Lenders. Notwithstanding any other provision hereof, the relief granted hereby is without prejudice to the right of the Prepetition Secured Lenders to seek additional adequate protection of their interests. The Prepetition Secured Lenders acknowledges that the Priming DIP Liens securing the DIP Obligations are senior to the Prepetition Liens securing the Prepetition Secured Lenders Obligations, and the Superpriority Claims are senior to the Prepetition Secured Lenders Obligations. Except as expressly provided herein, nothing contained in this Interim DIP Order shall impair or modify any rights, claims or defenses available in law or equity to the Prepetition Secured Lenders. The consent of the Prepetition Secured Lenders to the priming of the Prepetition Liens by the Priming DIP Liens and the Carve Out is limited to the Senior DIP Facility, Junior DIP Facility and the Carve Out and does not constitute, and shall not be construed as constituting, an acknowledgement or

stipulation by the Prepetition Secured Lenders that, absent such consent, their interests in the Prepetition Secured Lenders Collateral would be adequately protected pursuant to this Interim DIP Order.

32. Subject to the entry of the Final DIP Order, as a further condition of the DIP Financing, any obligation of the DIP Lenders to make the loans under the DIP Financing, and the Debtors' authorization to use the Cash Collateral, the Debtors (and any successors thereto or any representatives thereof, including any trustees appointed in these Chapter 11 Cases or any successor case) shall be deemed to have waived any rights, benefits or causes of action under section 506(c) of the Bankruptcy Code as they may relate to or be asserted against the DIP Lenders, the Priming DIP Liens, the DIP Collateral, the Prepetition Secured Lenders, the Adequate Protection Liens, the Prepetition Liens or the Prepetition Secured Lenders Collateral. Except for the Carve Out, nothing contained in this Interim DIP Order, in the Final DIP Order or in the other DIP Loan Documents shall be deemed a consent by the Prepetition Secured Lenders or the DIP Lender to any charge, lien, assessment or claim against, or in respect of, the DIP Collateral or the Prepetition Secured Lenders Collateral under section 506(c) of the Bankruptcy Code or otherwise.

33. Effect of Stipulations on Third Parties. Each stipulation, admission and agreement contained in the DIP Orders, shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtors) under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all claims against the DIP Lenders as of the date of entry of the applicable DIP Order. Subject to the Challenge Period, each stipulation, admission and

agreement contained in the DIP Orders shall also be binding upon all other parties in interest under all circumstances and for all purposes.

34. Insurance and Taxes. The Debtors shall maintain insurance on all insurable Property now or hereafter owned against such risks and to the extent customary in their industry. The Debtors shall further maintain or cause to be maintained general liability and worker's compensation insurance in amounts customary in their industry. The Debtors shall provide to the DIP Lenders the number(s) of any and all insurance policies in effect, the names, addresses, and contact persons of any entities issuing such insurance and a summary of the terms and payment arrangement for any such insurance policies. The DIP Lenders shall be named the loss payees on such insurance policies.

35. Financial Reporting. The Debtors shall provide any reporting provided for under the DIP Notes and the Prepetition Loan Documents to the DIP Lenders.

36. Covenants. Unless otherwise modified pursuant to this Interim DIP Order, each of the Debtors acknowledges and agrees that it shall cause the timely compliance with all of the covenants set forth in this Interim DIP Order and the DIP Documents.

37. Approval of Roll-Up. Upon entry of this Interim Order, the Prepetition Senior Bridge Loan and the Prepetition Junior Bridge Loan shall be rolled up and converted into the Senior DIP Facility and the Junior DIP Facility, respectively, as amounts are funded, on a final basis upon the funding of any Senior DIP Facility and Junior DIP Facility, respectively, and the Prepetition Senior Bridge Loan shall be deemed indefeasibly paid. Upon entry of the final order, all remaining Prepetition Junior Bridge Obligations shall be rolled up and converted into Junior DIP Obligations on a combination of new money and a cashless basis, with the Prepetition Junior Bridge Obligations being deemed indefeasibly paid. The cashless substitution and exchange of

the Prepetition Junior Bridge Loan by "rolling up" such amount into Junior DIP Facility as described herein shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the Junior DIP Lender to fund the Junior DIP Facility and not as adequate protection for, or otherwise on account of, the Prepetition Junior Bridge Obligations.

38. Binding Effect on Successors and Assigns. The DIP Documents and the provisions of the DIP Orders, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the Committee, if any, the Debtors, the Prepetition Secured Lenders, the DIP Lenders and each of their respective successors and assigns, including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the Debtors' estates, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the Debtors' estates) and shall inure to the benefit of the Prepetition Secured Lenders, the DIP Lenders, the Debtors, and each of their respective successors and assigns; *provided, however,* the DIP Lenders and the Prepetition Secured Lenders shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Notes or otherwise) or permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to the DIP Orders or the DIP Documents, the DIP Lenders shall not (i) be deemed to be in control of the operations of the Debtors, (ii) owe any fiduciary duty to the Debtors, their creditors, shareholders, or estates, or (iii) be deemed to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms,

or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq.*, as amended, or any similar federal or state statute).

39. Effectiveness. This Interim DIP Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, the Interim DIP Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim DIP Order.

40. Waiver of any Applicable Stay. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Interim DIP Order.

41. Timeliness. Time is of the essence with respect to all performance required by this Interim DIP Order.

42. Objections Overruled or Withdrawn. All objections to the entry of the Interim DIP Order have been withdrawn or are hereby overruled.

43. Controlling Effect of Interim DIP Order. To the extent any provisions in this Interim DIP Order conflict with any provisions of the Motion, or any DIP Document, the provisions of this Interim DIP Order shall control.

44. Final Hearing**.**

(a) The Final Hearing to consider entry of the Final DIP Order and final approval of the DIP Financing shall be held on **July 21, 2025, at 9:30 a.m. (prevailing Central Time)** before this Court.

(b) On or before two (2) business days after entry of this Interim DIP Order, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim DIP Order and of the Final Hearing (the "Final Hearing Notice"), together with copies of this Interim DIP Order and the Motion, on: (a) the Notice Parties and (b) to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final DIP Order shall file written objections with the Court no later than **July 14, 2025 at 4:00 p.m. (prevailing Central Time)**, which objections shall be served so that the same are received on or before such date by: (a) proposed counsel for the Debtors, Foley & Lardner LLP, 2021 McKinney Ave, Suite 1600, Dallas, TX 75201, Attn: Holland N. O'Neil (honeil@foley.com), and Foley & Lardner LLP, 1144 15th Street, Suite 2200, Denver, CO 80202, Attn: Tim Mohan (tmohan@foley.com); (b) counsel to Five Y and 2HR, Cozen O'Connor, 3 WTC, 175 Greenwich Street, 55th Floor, New York, NY 10007, Attn: Trevor Hoffmann, Esq. (thoffmann@cozen.com) and David Kirchblum, Esq. (dkirchblum@cozen.com); (c) counsel to the Guidepost Global Education, Inc. Kane Russell Logan PC, Frost Bank Tower, 401 Congress Avenue, Suite 2100, Austin, TX 78701, Attn: Jason Binford, Esq. (jbinford@krcl.com); (d) counsel to WTI, Fox Rothschild LLP, 2501 N. Harwood Street, Suite 1800, Dallas, TX

75201, Attn: Trey Monsour, Esq. (tmonsour@fixrothschild.com); (e) counsel to the Learn Capital Venture Partners IV, L.P, Inc., as collateral agent, Kane Russell Logan PC, Frost Bank Tower, 401 Congress Avenue, Suite 2100, Austin, TX 78701, Attn: Jason Binford, Esq. (jbinford@krcl.com) and (f) the U.S. Trustee, Office of the United States Trustee (Region 6), United States Department of Justice, 1100 Commerce Street, Room 976, Dallas, TX 75242, Attn: Meredyth A. Kippes (meredyth.kippes@usdoj.gov).

45. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim DIP Order according to its terms.

###END OF ORDER###

Submitted by:

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PROPOSED COUNSEL TO DEBTORS AND DEBTORS IN POSSESSION

EXHIBIT 1 TO ORDER

Senior DIP Note

SENIOR SECURED SUPERPRIORITY
DIP PROMISSORY NOTE

U.S. $5,500,000 **June [ ], 2025**

For value received, Higher Ground Education Inc., a Delaware corporation (the "Company"), Guidepost A LLC, a Delaware limited liability company, Prepared Montessorian LLC, a Delaware limited liability company, and Terra Firma Services LLC, a Delaware limited liability company, each a debtor and debtor (collectively, the "Debtors"), promise to pay to the order of YYYYY, LLC ("Five Y" or the "Senior DIP Lender"), the aggregate unpaid principal amount of all advances from time to time outstanding hereunder, together with interest and other amounts as provided herein.

WHEREAS, on June 17, 2025 (the "Petition Date"), the Debtors filed with the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") a voluntary petition for relief commencing cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, the Senior DIP Lender is committing hereby to provide postpetition financing (the "Senior DIP Financing") on a senior secured, priming basis in an amount necessary to fund both the Debtor's operations and the administrative costs of these Chapter 11 Cases as set forth on an agreed-upon budget submitted by the Debtor and reasonably acceptable to Senior DIP Lender, subject to Section 6 herein, in an amount not more than $5,500,000 (the "Senior Maximum Commitment"), upon the terms and conditions set forth herein;

WHEREAS, Guidepost Global Education, Inc. (the "Junior DIP Lender") has committed to provide postpetition financing (the "Junior DIP Financing") on a junior secured, priming basis in an amount necessary to fund both the Debtor's operations and the administrative costs of these Chapter 11 Cases as set forth on an agreed-upon budget submitted by the Debtor and reasonably acceptable to Junior DIP Lender, in an amount not more than $2,500,000, upon the terms and conditions in the Junior DIP Note;

WHEREAS, the Debtors require financing in an amount necessary to fund the Debtors' normal business operations, the administrative costs of these Chapter 11 Cases and pursuit of a confirmed plan of reorganization;

WHEREAS, the Debtors have requested that the Senior DIP Lender provide a secured, multiple draw term loan credit facility of up to $5,500,000 (the "Senior DIP Financing"), including up to $1,750,000 on an interim basis, including the roll-up of $500,000 advanced to the Debtors in to the form of pre-bankruptcy bridge financing, to fund the day-to-day operating working capital needs and chapter 11 administrative costs of these Chapter 11 Cases, and the Senior DIP Lender is willing to extend such financing to the Debtors on the terms and subject to the conditions set forth herein;

NOW, THERFORE, the Debtors have entered into this debtor in possession promissory note (this "Senior DIP Note") in favor of the Senior DIP Lender to evidence the Senior DIP Financing and pursuant to the *Interim Order (I) Authorizing the Debtor To (A) Obtain Postpetition Secured Financing from YYYYY, LLC; (B) Obtain Postpetition Junior Secured*

Financing from Guidepost Global Education, Inc.; (C) Utilize Cash Collateral; and (D) Pay Certain Related Fees and Charges; (II) Granting Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing and (V) Granting Related Relief [Docket No. _] (as amended, supplemented or otherwise modified, the "Interim DIP Order" and including the Final DIP Order (as defined below), the "DIP Order"). Capitalized terms not otherwise defined herein have the meanings given thereto in the Interim DIP Order.

1. **Advances; Increase in Principal Amount.**

(a) The Budget attached hereto as **Exhibit A** (as may be modified from time to time by the Debtors with the consent of the Senior DIP Lender in its sole and absolute discretion, subject to Section 6 herein, the **"**Budget") is hereby approved.

(b) Subject to the terms and conditions set forth in this Senior DIP Note, the Senior DIP Lender shall make advances to the Debtors as follows (each individually a "Senior Loan" and collectively, the "Senior Loans"):

(i) on the first business day after entry of the Interim DIP Order, an amount equal to $1,750,000 (the "Initial Senior Loan"**)**; and

(ii) on every other Monday after the date of the Initial Senior Loan (unless such date is not a business day at which point funding shall occur on the next succeeding business day) (each, a "Funding Date") an amount equal to the estimated "Disbursements" for the following two weeks (starting on the Funding Date) in the Budget plus $100,000; *provided, further*, that amounts that were budgeted for a prior week but not spent in such week shall be added to the budgeted amounts for the immediately succeeding week without reduction of the amounts that would otherwise have been budgeted and acceptable to the Senior DIP Lender, and the Debtor will be allowed the Permitted Variance (as defined below).

(c) Except with respect to the Initial Senior Loan, which shall be automatically funded by the Senior DIP Lender, subject to satisfaction of the Draw Conditions (defined below), on the first business day after entry of the Interim DIP Order, by noon prevailing Eastern Time on two business days immediately prior to a Funding Date, the Debtors shall give the Senior DIP Lender written notice of their request for a draw and shall specify the Funding Date (which must provide at least two business days' written notice) and the amount of the requested draw (a "Borrowing Notice"). The Borrowing Notice shall include (1) a calculation of the requested draw amount including reasonable detail regarding the cash on hand included in the calculation and the projected disbursements for the bi-weekly borrowing period, (2) an updated Budget including actuals for prior periods, and (3) a calculation of any variance from the Budget (a "Variance Report"). The Borrowing Notice shall also be accompanied by a comparison of actual weekly receipts to those set forth in the Budget. The obligation of the Senior DIP Lender to fund is subject to compliance with the terms and conditions of this Senior DIP Note, the Interim DIP Order and, subject to its entry, the *Final Order (I) Authorizing the Debtor To (A) Obtain Postpetition Secured Financing from YYYYY, LLC; (B) Utilize Cash Collateral; and (C) Pay Certain Related Fees and Charges; (II) Granting Adequate Protection to the Prepetition*

Lender; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief (as amended, modified or otherwise supplemented, the "Final DIP Order"). The Senior DIP Lender shall be obligated to fund under this Senior DIP Note and the DIP Orders, as applicable, all amounts set forth in the Borrowing Notice (except for a variance that is not a Permitted Variance, defined below), subject to the Budget.

Each Variance Report shall indicate whether there are any adverse variances that exceed the allowed variances, which means, in each case measured on a cumulative basis for the most recently ended period of two (2) weeks, up to ten percent (10%) of the amount of the Budget (each, a "Permitted Variance"); *provided* that adverse variances shall be offset by positive variances in subsequent weeks to ensure that the Debtors cash needs under the Approved Budget remain "on-balance" within any given four week period; *provided further* that in no event shall the DIP Lenders be required to fund amounts exceeding the aggregate of the Approved Budget. Unused amounts set forth in the Budget for any disbursement line item may be carried forward and used to fund such line item in any subsequent week.

(d) Except for a draw to fund the Carve Out and Professional Fee Reserve, following the occurrence of the Termination Date or other such event triggering the funding of the Carve Out and Professional Fee Reserve (each, a "Back-Stop Draw"), the Senior DIP Lender shall not be obligated to make any Senior Loan (including the Initial Loan hereunder), or to take, fulfill or perform any other action hereunder or under the DIP Order unless the Debtors certify, in a writing signed by an officer of the Debtors, that the following conditions (each, a "Draw Condition") are met as of the date of each draw:

(i) All of the representations and warranties contained in the Senior DIP Documents are true and correct in all material respects as of that date.

(ii) This Senior DIP Note and each other Senior DIP Document shall have been executed or entered, as applicable, and delivered, if applicable, to the Senior DIP Lender in form and substance reasonably acceptable to the Senior DIP Lender, subject to Section 6 herein, and shall be in full, force and effect in all material respects.

(iii) The consummation of the transactions contemplated hereby or entered into in contemplation hereof shall not contravene, violate, or conflict with, nor involve the Senior DIP Lender in, a violation of applicable law or regulation in any material respect.

(iv) All consents, authorizations and filings, if any, required in connection with the execution, delivery and performance by the Debtor, and the validity and enforceability against the Debtor, of the Senior DIP Note, shall have been obtained or made, and such consents, authorizations and filings shall be in full force and effect in all material respects.

(v) Prior to the making of the Initial Senior Loan, the Senior DIP Lender shall have received a schedule describing all material insurance maintained by the Debtors.

(vi) The Senior DIP Lender shall have received a copy of the applicable DIP Order, and such DIP Order shall have been entered by the Bankruptcy Court in form and substance acceptable to the Senior DIP Lender in its reasonable discretion, subject to Section 6 herein, and shall be in full force and effect and shall not have been vacated, stayed, reversed, modified, or amended.

(vii) No event shall have occurred and be continuing, or would result from the Senior Loan requested thereby, that with the giving of notice or the passage of time or both, would constitute an Event of Default (as defined below) and no Event of Default shall be continuing.

(viii) Except with respect to the Initial Senior Loan, the Debtors shall have timely delivered a Borrowing Notice related to such Loan that was in form and substance satisfactory to the Senior DIP Lender and consistent with the Budget. For the avoidance of doubt, the Debtors may not draw amounts under the Senior DIP Financing in excess of the Budget, and the amounts requested by the Debtors shall be used for an authorized purpose and in accordance with the Budget, subject to a Permitted Variance.

(ix) The aggregate principal and amount of all Senior DIP Loans extended shall not exceed the Senior Maximum Commitment.

(x) The Debtors (and any successors thereto or any representatives thereof, including any trustees appointed in these Chapter 11 Cases or any successor case) shall be deemed to have waived any rights, benefits or causes of action under section 506(c) of the Bankruptcy Code as they may relate to or be asserted against the Senior DIP Lender, the Senior DIP Liens, or the DIP Collateral (as defined in the Interim DIP Order).

(xi) All information, approvals, documents or other instruments as Senior DIP Lender may reasonably request, and which are customary for postpetition lenders or plan sponsors to request, shall have been received by Senior DIP Lender in all material respects.

If the Draw Conditions are met, the Senior DIP Lender shall make each properly authorized Senior Loan in immediately available funds by wire transfer to an account designated by the Debtors, as soon as practicable, but in no event later than the noon prevailing Eastern Time on the applicable Funding Date.

If the Senior DIP Lender will not fund because one of the foregoing conditions is not satisfied (a "Funding Condition Deficiency"), the Senior DIP Lender will provide the Debtors with notice of the Funding Condition Deficiency before the scheduled Funding Date, and provide the Debtors the reasonable opportunity to cure such Funding Condition Deficiency to the extent such Funding Condition Deficiency is capable of being cured prior to the scheduled Funding Date or by such later deadline as may otherwise be agreed in writing by Senior DIP Lender.

Notwithstanding anything herein to the contrary, upon the occurrence of the Termination Date or

such other event triggering the funding of the Carve Out, the Debtors and Senior DIP Lender shall confer in good faith regarding the estimated amounts necessary to fund the Carve Out and Professional Fee Reserve (the "Estimated Carve Out") and, if the amount of cash on hand with the Debtors is less than the Estimated Carve Out, the Senior DIP Lender shall fund a Back-Stop Draw under the Senior DIP Financing in the amount equal to the sum of (a) the Estimated Carve Out *less* (b) the Debtors' cash on hand as of such date, automatically without any obligation of the Debtors to meet the Draw Conditions or any other conditions precedent to such draw. If at any time after the occurrence of the Termination Date or such other event triggering the funding of the Carve Out and Professional Fee Reserve, the Debtors' cash on hand is less than the actual amounts necessary to fully fund the Carve Out and Professional Fee Reserve, the Senior DIP Lender shall fund additional Back-Stop Draws automatically without any obligation of the Debtors to meet the Draw Conditions or any other conditions precedent to such draw to cover any such shortfall.

2. Interest; Payments.

(a) The Senior Loans shall bear interest on the unpaid principal amount thereof plus all obligations owing to the Senior DIP Lender pursuant to this Senior DIP Note, including without limitation, all interest, fees, and costs accruing thereon, and all the Senior DIP Lender's other rights (collectively, the "Senior DIP Obligations") from the applicable Funding Date (and, with respect to the Initial Loan, from the date hereof) to and including the Maturity Date (defined below), at a fixed rate per annum equal to nine percent (9%), calculated on the basis of a 360-day year for the actual number of days elapsed.

(b) Accrued, unpaid interest on the Senior Loans shall be compounded on the last day of each calendar month. After the Maturity Date and/or after the occurrence and during the continuance of an Event of Default (defined below), the Senior DIP Obligations shall bear interest at a rate equal to twelve percent (12%) per annum, calculated on the basis of a 360-day year for the actual number of days elapsed (the "Default Rate").

(c) Notwithstanding anything to the contrary set forth in this Section 2, if a court of competent jurisdiction determines in a final order that the rate of interest payable hereunder exceeds the highest rate of interest permissible under law (the "Maximum Lawful Rate"), then so long as the Maximum Lawful Rate would be so exceeded, the rate of interest payable hereunder shall be equal to the Maximum Lawful Rate.

(d) Except as otherwise set forth herein or in the DIP Orders, or as otherwise contemplated by the terms of the Plan, the Senior DIP Obligations, including interest, shall be due and payable on the first to occur of the following (the "Maturity Date"): (i) the Effective Date; (ii) September 30, 2025; (iii) upon acceleration of the Senior DIP Note pursuant to the terms hereof; and (iv) a Termination Date. On the Maturity Date, the Senior DIP Lender's obligation to provide Senior Loans shall terminate.

(e) The Senior DIP Lender's claim on account of the Senior DIP Obligations (the "Senior DIP Lender Claim") shall be allowed in full under the Plan. The Senior DIP Lender shall have the option, on account of being the holder of the Senior DIP Lender Claim, to exchange a total of up to 100% of the Senior DIP Lender Claim in satisfaction of such amount of

its allowed claim for up to a total of 60% of the shares of the issued equity of the reorganized debtor, at a rate of 10% of its Allowed DIP Lender Claim for 6% of the equity of the reorganized debtor (the "Subscription Option"). To the extent any amount of the Allowed DIP Lender Claim remains after the Senior DIP Lender exercises the Subscription Option, then (i) the Plan Sponsor shall repay such outstanding amount in Cash on the Effective Date, which Cash shall be separate from and in addition to the Consideration; or (ii) the Senior DIP Lender may (at its sole election) consent to the offset or other non-Cash satisfaction of the Senior DIP Lender Claim by the Plan Sponsor until the remaining unpaid amount of the DIP Financing Claim is reduced to $0.

(f) The Senior DIP Obligations may not be prepaid in any amount, provided, for the sake of clarity, that the Debtors shall immediately repay the Senior DIP Obligations in full in cash in the event the Debtors proceed with an Alternative Transaction (as defined below) (subject to the terms of the RSA).

3. **Covenants** Unless otherwise agreed to by the Senior DIP Lender in writing, each of the Debtors covenants and agrees that it will:

(a) Use the proceeds of the Senior Loans solely for operating working capital purposes and chapter 11 administrative costs, including professional fees, in the amounts and otherwise in accordance with and for the purposes provided for in the Budget; *provided, however*, any unused fees from prior weeks may be rolled forward into subsequent weeks. Notwithstanding the then applicable Budget, the Debtor may exceed the budgeted amount during any weekly budget period up to the Permitted Variance; *provided, further*, (i) the total amount of the Senior DIP Loans do not exceed the Senior Maximum Commitment, and (ii) none of the proceeds of the Senior DIP Loans shall be used by any party in interest to take any action or to otherwise assert any claims or causes of action against the Senior DIP Lender in any capacity (except for the purposes of enforcement of the DIP Orders or this Senior DIP Note).

(b) Keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and property and all legal requirements in all material respects; and, upon the reasonable request and with reasonable frequency of the Senior DIP Lender, provide copies of, or access to, its books and records, and to discuss the business, operations, assets, and financial and other condition of the Debtor with officers and employees thereof and with their independent certified public accountants (but excluding privileged information) as is reasonably related to the Senior DIP Loan.

(c) Promptly give written notice to the Senior DIP Lender after becoming aware of the same: (i) of the occurrence of any Default or Event of Default; (ii) of any (A) default or event of default under any instrument or other material agreement, guarantee or document of the Debtor (including, without limitation, the Junior DIP Documents) or (B) litigation, investigation or proceeding that may exist at any time between the Debtor and any governmental authority after the date hereof; and (iii) of the commencement of any litigation or proceeding against the Debtor for acts occurring after the Petition Date (A) in which more than $50,000 of the amount claimed is not covered by insurance or (B) in which injunctive or similar relief is sought.

(d) At all times, cause all of the Collateral (defined below) to be subject to a first priority perfected security interest in favor of the Senior DIP Lender in accordance with the DIP Orders, subject and subordinate only to the Carve Out and the Professional Fee Reserve.

(e) Promptly, from time to time, deliver such other information regarding the operations, business affairs, and financial condition of the Debtor as the Senior DIP Lender may reasonably request.

(g) To the extent practicable and legally permissible, at least two (2) business days prior to the date when the Debtor intends to file any such pleading, motion, or other document (and, if not reasonably practicable, as soon as reasonably practicable), provide copies of all material pleadings, motions, applications, judicial information, financial information, and other documents to be filed by the Debtor in these Chapter 11 Cases that may impact the Senior DIP Lender or the Senior DIP Financing.

(h) Promptly execute and deliver such documents, instruments and agreements, and take or cause to be taken such acts and actions, as the Senior DIP Lender may reasonably request from time to time to carry out the intent of this Senior DIP Note and the DIP Orders.

(g) Not create, incur, assume, or suffer to exist any indebtedness other than (i) indebtedness outstanding on the date hereof; (ii) indebtedness in connection with the Senior Loans or the Junior DIP Financing; (iii) indebtedness in respect of fees and expenses owed to professionals retained by the Debtor, any official committee in these Chapter 11 Cases, or U.S. Trustee fees up to the amounts set forth in the Budget; and (iv) subject in all respects to the Budget, any ordinary course unsecured indebtedness of the Debtor of the type ordinarily incurred in connection with a chapter 11 bankruptcy case.

(h) Not create, incur, assume, or suffer to exist any lien upon any of its assets, whether now owned or hereafter acquired, except for liens that are permitted by the DIP Orders (including the liens securing the Prepetition Secured Lenders Obligations and the Junior DIP Obligations) and shall not cause, or permit to be caused, any direct or indirect subsidiary of the Debtor to create, incur, assume, or suffer to exist any such liens.

(i) Not enter into any merger or consolidation or amalgamation or other change of control transaction or engage in any type of business other than of the same general type now conducted by it.

(j) Not convey, sell, lease, assign, transfer or otherwise dispose of (including through a transaction of merger or consolidation) any assets or property (including, without limitation, tax benefits), other than the sale of inventory or the licensing of intellectual property in the ordinary course of business.

(k) Not make any advance, investment, acquisition, loan, extension of credit, or capital contribution to, in, or for the benefit of any person outside the ordinary course of business.

(l) Subject in all respects to the Budget, not enter into any transaction, including, without limitation, any purchase, sale, lease, or exchange of property or the rendering of any service, with any affiliate, except on commercially reasonable terms similar to those available to unaffiliated parties in an arm's-length transaction.

(m) Not incur or apply to the Bankruptcy Court for authority to incur, or suffer to exist, any indebtedness having the priority afforded by section 364(c) of the Bankruptcy Code or (d) (including any superpriority claims) other than the financing provided for under this Senior DIP Note, unless the Senior DIP Obligations hereunder are to be irrevocably paid in full, in cash with the proceeds thereof.

(n) Not limit, affect, or modify, or apply to the Bankruptcy Court to limit, affect, or modify, any of the rights of the Senior DIP Lender with respect to the Senior DIP Obligations, including rights with respect to DIP Collateral and the priority thereof.

(o) Except with respect to the Carve Out or the Professional Fee Reserve, not incur, create, assume, suffer, or permit any claim to exist or apply to the Bankruptcy Court for the authority to incur, create, assume, suffer or permit any claim to exist against the Debtor's estate or any of its assets which is to be *pari passu* with, or senior to, the Senior DIP Obligations, unless the Senior DIP Obligations are being irrevocably repaid in full, in cash with the proceeds thereof.

Notwithstanding the foregoing, and for the avoidance of doubt, any payments permitted by the Budget will not be deemed to violate any of the foregoing covenants.

4. Event of Default.

(a) Event of Default. Each of the following events shall constitute an "Event of Default":

(i) the Debtors (A) fails to make any payment (whether principal, interest, or otherwise) when such amount becomes due and payable under the Senior DIP Note or (B) default in any material respect in the due performance or observance of any other term, covenant, or agreement contained in the Senior DIP Note (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in the Senior DIP Note or, if no such cure period is provided, it has not been remedied to the reasonable satisfaction of the Senior DIP Lender five (5) business days following written notice to the Debtor of the occurrence of such event of default);

(ii) any representation, warranty, or statement made by the Debtor herein or in the Senior DIP Note or in any certificate delivered in connection with the Senior DIP Note proves to be untrue in any material respect on the date on which made or deemed made (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in such DIP Document or, if no such cure period is provided, it has not been

remedied to the reasonable satisfaction of the Senior DIP Lender or Junior DIP Lender, as applicable, five (5) business days following written notice to the Debtors of the occurrence of such event of default);

(iii) the security interest granted to the Senior DIP Lender ceases to be in full force and effect, or ceases to create a perfected security interest in, and lien on, the DIP Collateral purported to be created thereby;

(iv) unless otherwise agreed to by the Senior DIP Lender, the Senior DIP Note is or becomes invalid, ineffective, or unenforceable against the Debtor in any material respect, in whole or in part, or the Debtor so asserts or at any time denies the liability or the Senior DIP Obligations under the Senior DIP Note;

(v) the Court enters an order dismissing any of the Chapter 11 Cases or converting any of them to a case under Chapter 7 or any other chapter of the Bankruptcy Code, or appointing a trustee or other responsible officer or an examiner with enlarged powers relating to the operation of the Debtor's business (beyond those set forth in sections 1106(a)(3) or (4) of the Bankruptcy Code) under section 1104 of the Bankruptcy Code, in each case, without the consent of the Senior DIP Lender in its sole and absolute discretion;

(vi) the Court enters an order granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code and authorizing an action by a lienholder (other than the Senior DIP Lender) with respect to assets of the Debtors on which the lienholder has a lien with an aggregate value in excess of $50,000;

(vii) the Debtors seek to, advocate, or otherwise support any other person's motion to disallow, in whole or in part, the Senior DIP Obligations or to challenge the validity, priority, or enforceability of the Priming DIP Liens and superpriority claims hereunder (for avoidance of doubt, complying with document requests shall not constitute a breach of the foregoing);

(viii) a debtor in possession financing order is entered in form and substance that is not acceptable to the Senior DIP Lender in its reasonable discretion or from and after the date of entry thereof, the Interim DIP Order or the Final DIP Order, as applicable, ceases to be in full force and effect or is vacated, stayed, reversed, modified, or amended (or the Debtors take any step to accomplish any of the foregoing) without the consent of the Senior DIP Lender in its sole and absolute discretion;

(ix) any of the orders approving the Plan or the disclosure statement to the Plan (the "Disclosure Statement") are vacated, stayed, reversed, modified, or amended without the consent of the Senior DIP Lender;

(x) the Debtors make any payments on any indebtedness that arose before the Petition Date other than as provided in the Budget or otherwise without the unanimous consent of the DIP Lenders in their its sole and absolute discretion;

(xi) the Debtors fails to obtain an order from the Court approving the Debtors' motion for authority to assume the Restructuring Support Agreement dated as of June 17, 2025 (the "RSA") entered into by, among others, the Debtor, the DIP Lenders, the Prepetition Secured Lenders, and 2HR Learning, Inc., as the proposed plan sponsor of the Plan ("Plan Sponsor")) within forty (40) days of the Petition Date;

(xii) a Company Termination Event, Consenting Party Termination Event or a GG Termination Event (each as defined in the RSA) shall have occurred, including prior to the Debtor's assumption of the RSA;

(xiii) the Debtors take any action, or as to insiders, permits any action, that would result in an "ownership change" as such term is used in section 382 of title 26 of the United States Code;

(xiv) the Debtors fail to provide the Senior DIP Lender and its agents with reasonable access to the Debtors' books, records, and management through the Effective Date;

(xv) the (a) Plan, (b) Disclosure Statement, (c) order confirming the Plan, (d) motion of the Debtor seeking authorization from the Court to assume the RSA, (e) the DIP Orders, the related motions, or the documentation evidencing, or otherwise entered into in connection with, the Senior DIP Financing, or (f) any other documents or exhibits related to or contemplated in the foregoing clauses (a) through (e), contains terms and conditions materially inconsistent with the RSA or the Restructuring Transaction;

(xvi) the Court grants relief that is materially inconsistent with the RSA, or would reasonably be expected to materially frustrate the purpose of the RSA;

(xvii) the Debtors breach or fail to comply with the terms of the DIP Orders or the Plan, in any material respect;

(xviii) any of the Chapter 11 Milestones (attached hereto as **Exhibit B**) are not satisfied;

(xix) one or more judgments or decrees is entered against any Debtor or its estate involving in the aggregate a postpetition liability (not paid or fully covered by insurance or otherwise considered permitted indebtedness) of

$50,000 or more, and all such judgments or decrees are not vacated, discharged, stayed, or bonded pending appeal;

(xx) the DIP Notes or any other DIP Documents ceases, for any reason, to be in full force and effect or the Debtor shall so assert in writing, or the Priming DIP Liens cease to be effective and perfected with respect to any material item of DIP Collateral described therein with the priority purported to be created by the DIP Documents;

(xxi) the Debtors fail to provide in any material respect all information, approvals, documents, or other instruments as the Senior DIP Lender may reasonably request, and as are customary for postpetition lenders or plan sponsors to request;

(xxii) any of the Debtors announces its intention to proceed with any reorganization, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of a material portion of assets, financing (whether debt, including any debtor in possession financing other than the DIP Financing, or equity), recapitalization, workout, or restructuring of the Debtor (including, for the avoidance of doubt, a transaction premised on a chapter 11 plan or a sale of a material portion of assets under section 363 of the Bankruptcy Code), other than the Restructuring Transaction (an "Alternative Transaction");

(xxiii) the Court approves an Alternative Transaction;

(xxiv) the Debtors file a plan of reorganization, liquidating plan, or disclosure statement that is inconsistent with the Plan or the RSA;

(xxv) the Debtors file an application or motion for the approval of postpetition financing from any party other than the DIP Lenders, including financing that provides for superpriority claims or priming liens on any of the Senior DIP Lender's collateral without the written consent of the Senior DIP Lender in its sole and absolute discretion;

(xxvi) the Court enters an order terminating the right of the Debtors to use the DIP Financing;

(xxvii) the Debtors fail to comply with the Budget; *provided, however*, that for each period of two (2) weeks (or, if shorter, since the Petition Date), for the period from the Petition Date, in each case measured on a cumulative basis, adverse variances under the Budget of up to 10% of the amount of the Budget are permitted (provided that adverse variances shall be offset by positive variances in subsequent weeks to ensure that the Debtors cash needs under the Approved Budget remain "on-balance" within any given four week period), and unused amounts set forth in the Budget for any

disbursement line item may be carried forward and used to fund such line item in any subsequent week;

(xxviii) without the consent of the Senior DIP Lender, any claim or lien having a priority superior to or *pari passu* with those granted by the DIP Orders to the Senior DIP Lender is granted or allowed prior to the occurrence of (a) the payment in full in cash of immediately available funds of all of the Senior DIP Obligations, (b) the termination or expiration of all commitments to extend credit to the Debtors under the Senior DIP Documents, and (c) the cash collateralization in respect of any asserted claims, demands, actions, suits, proceedings, investigations, liabilities, fines, costs, penalties, or damages for which the Senior DIP Lender may be entitled to indemnification by the Debtors; or

(xxiv) The Debtors, without the Senior DIP Lender's prior written consent (which shall be given or refused in the Senior DIP Lender's sole and absolute discretion) seek to modify, vacate or amend the DIP Orders or any DIP Documents.

(xxv) (a)The Debtors fail to make any payment (whether of principal, interest or any other amount) in respect of the Junior DIP Documents, when and as the same shall become due and payable or (b) any event or condition occurs that results in any indebtedness under the Junior DIP Documents becoming due prior to its scheduled maturity or that enables or permits (with or without notice the giving of notice, the lapse of time, or both) the holder or holders of any indebtedness under the Junior DIP Documents or any trustee or agent on its or their behalf to cause any Junior DIP Obligations to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity.

(b) Upon the occurrence of an Event of Default and after five (5) business days' written notice by the Senior DIP Lender to the Notice Parties (the "Default Notice Period"), and an opportunity to seek an expedited hearing before the Court, the automatic stay shall terminate, and the Senior DIP Lender shall be permitted to exercise any remedies permitted by law, including any of the following actions, without application or motion to, or further orders from, the Bankruptcy Court or any other court, and without interference from the Debtors or any other party in interest, unless the Court determines during the Default Notice Period that an Event of Default has not occurred:

(i) declare all or any portion of the outstanding Senior DIP Obligations due and payable, whereupon the same shall become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Debtors;

(ii) set off any amounts held as Cash Collateral (including, without limitation, in any Cash Collateral account held for the benefit of the Senior DIP Lender);

(iii) enforce all liens and security interests in the DIP Collateral;

(iv) institute proceedings to enforce payment of such Senior DIP Obligations;

(v) terminate the obligation of the Senior DIP Lender to make Senior Loans; and

(vi) exercise any other remedies and take any other actions available to it or them at law, in equity, under the Senior DIP Note, the Bankruptcy Code, other applicable law or pursuant to the DIP Order, including, without limitation, exercising any and all rights and remedies with respect to the DIP Collateral or any portion thereof;

provided, however, the Senior DIP Lender shall continue to fund the Debtor's operations, pursuant to the Budget, through the Default Notice Period.

(c) The Debtors and the Committee (if any), and any other party in interest shall be entitled to an emergency hearing before this Court within the Default Notice Period. If an emergency hearing is requested to be heard prior to the expiration of the Default Notice Period, then the Default Notice Period shall automatically be extended until the Court hears and rules with respect thereto.

(c) Subject to Section 4(b) above, if any Event of Default shall occur and be continuing, the Senior DIP Lender may exercise in addition to all other rights and remedies granted to it in this Senior DIP Note and the DIP Orders, all rights and remedies of a secured party under the UCC (as defined below) or other applicable law. Without limiting the generality of the foregoing, each of the Debtors, on behalf of their estates, expressly agrees that in any such event the Senior DIP Lender, without demand of performance or other demand, advertisement, or notice of any kind (except the notice required by the DIP Orders or the notice specified below of time and place of public or private sale) to or upon the Debtor or any other person (all and each of which demands, advertisements, and/or notices (except the notice required by the DIP Orders or the notice specified below of time and place of public or private sale) are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith collect, receive, appropriate, and realize upon the DIP Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said DIP Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Senior DIP Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Senior DIP Lender shall have the right upon any such public sale or sales to purchase for cash or by credit bidding all or a part of the Senior DIP Obligations the whole or any part of said DIP Collateral so sold, free of any right or equity of redemption, which equity of redemption the Debtor hereby releases. Each of the Debtors, on behalf of its estate, further agrees, at the Senior DIP Lender's request, to

assemble the DIP Collateral constituting movable tangible personal property and make it available to the Senior DIP Lender at places that the Senior DIP Lender shall reasonably select. The Senior DIP Lender shall apply the proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Senior DIP Obligations in the order reasonably deemed appropriate by the Senior DIP Lender, the Debtors' estates remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the Senior DIP Lender of any other amount required by any provision of law, including section 9-608(a)(1)(C) of the UCC, shall the Senior DIP Lender account for and pay over the surplus, if any, to the Debtor. To the maximum extent permitted by applicable law, the Debtors waive all claims, damages, and demands against the Senior DIP Lender arising out of the repossession, retention, or sale of the DIP Collateral except such as arise out of the gross negligence or willful misconduct of the Senior DIP Lender. The Debtors agrees that the Senior DIP Lender need not give more than five (5) business days' notice to the Debtors (which notification may run concurrently with any notice required under the DIP Orders and shall be deemed given when mailed, electronically delivered or delivered on an overnight basis, postage prepaid, addressed to the Debtors at the address set forth below) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. The Debtors' estates shall remain liable for any deficiency if the proceeds of any sale or disposition of the DIP Collateral are insufficient to pay all amounts to which the Senior DIP Lender is entitled.

(d) Subject to Section 4(b) above, except as otherwise expressly provided herein and in the DIP Orders, the Debtors hereby waive presentment, demand, protest, or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Senior DIP Note or any DIP Collateral. The Debtors' estates shall also pay all of the Senior DIP Lender's reasonable costs of collection if any Senior DIP Obligations are not paid when due, including, without limitation, court costs, collection expenses, reasonable out-of-pocket attorneys' fees, and other expenses which the Senior DIP Lender may incur or pay in the prosecution or defense of its rights hereunder, whether in judicial proceedings, including bankruptcy court and appellate proceedings, or whether out of Court.

(d) Except with respect to the payment of the Carve Out, the Senior DIP Lender's agreement to provide the Senior DIP Financing in accordance with the Senior DIP Documents and the Debtor's authorization to use Cash Collateral shall immediately and automatically terminate (except as the Senior DIP Lender may otherwise agree in writing in its reasonable discretion), upon the earliest to occur of any of the following (each, a "Termination Date"):

(i) September 30, 2025;

(ii) the date of final indefeasible payment and satisfaction in full in cash of the Senior DIP Obligations;

(iii) the entry of an order by the Court granting a motion by the Debtors to obtain additional financing from a party other than Senior DIP Lender under section 363 or 364 of the Bankruptcy Code unless the proceeds from such financing are used to immediately repay in cash the Senior DIP Obligations or

unless such financing is subordinate to the Senior DIP Obligations and consented to in writing by the Senior DIP Lender (which consent may be withheld in its sole and absolute discretion);

(iv) the dismissal of the Chapter 11 Cases or the conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(v) the DIP Order is stayed, reversed, vacated, amended or otherwise modified in any respect without the prior written consent of the Senior DIP Lender (which consent may be withheld in its sole and absolute discretion);

(vi) the Effective Date; or

(vii) upon expiration of the Default Notice Period.

5. Security.

(a) To induce the Senior DIP Lender to make the Senior Loans, each Debtor hereby grants to the Senior DIP Lender, as security for the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of the Senior DIP Obligations, a continuing first priority lien and security interest (subject and subordinate only to the Carve Out) in and to any and all right, title or interest of the Debtor in and to all of the following, whether presently existing or at any time hereafter acquired, whether owned, leased or otherwise possessed, (capitalized terms used in clauses (i) through (xix) and not otherwise defined herein shall have the meanings provided for such term in the Uniform Commercial Code in effect on the date hereof in the State of Delaware (the "UCC")):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Deposit Accounts, including any monies or other property held therein;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles, including all intellectual property, including any trademarks or tradenames, and any licenses;

(vii) all Goods;

(viii) all Instruments;

(ix) all Inventory;

(x) all Investment Property;

(xi) all Letter-of-Credit Rights;

(xii) all real property;

(xiii) all motor vehicles;

(xiv) all Commercial Tort Claims;

(xv) all books and records pertaining to the Debtor, its business and any property described herein;

(xvi) all other personal property and other assets of the Debtor, whether tangible or intangible, wherever located, including money, letters of credit, and all rights of payment or performance under letters of credit;

(xvii) to the extent not otherwise included, all monies and other property of any kind that is received by the Debtor in connection with any refunds with respect to taxes, assessments and other governmental charges;

(xviii) all insurance claims; and

(xix) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits, and products of, each of the foregoing, and any proceeds of insurance, indemnity, warranty or guaranty payable to the Debtors' estates from time to time with respect to any of the foregoing.

(b) The granting clause herein is intended to supplement (not supersede) that which is provided for in the DIP Orders and the Senior Loans and any other indebtedness or obligations, contingent or absolute (including, without limitation, the principal thereof, interest thereon, and costs and expenses owing in connection therewith) which may now or from time to time hereafter be owing by the Debtors to the Senior DIP Lender under the Senior DIP Note shall be secured as set forth herein, in the DIP Orders.

(c) The DIP Orders provide for the perfection, maintenance, protection, and enforcement of the Senior DIP Lender's security interest in the DIP Collateral. Upon the request of the Senior DIP Lender, the Debtors shall deliver to the Senior DIP Lender those Senior DIP Documents necessary or desirable to perfect the Senior DIP Lender's lien, including in letters of credit on which the Debtors are named as beneficiary and all acceptances issued in connection therewith. The Debtors shall take such other reasonable steps as are deemed necessary or desirable to maintain the Senior DIP Lender's security interest in the DIP Collateral.

(d) The Debtor hereby authorizes the Senior DIP Lender to execute and file financing statements or continuation statements, and amendments thereto, on the Debtor's behalf covering the DIP Collateral. The Senior DIP Lender may file one or more financing statements disclosing the Senior DIP Lender's security interest under this Senior DIP Note without the signature of the Debtors appearing thereon. The Senior DIP Lender shall pay the costs of, or incidental to, any recording or filing of any financing statements concerning the DIP Collateral. The Debtors agree

that a carbon, photographic, photostatic, or other reproduction of this Senior DIP Note or of a financing statement is sufficient as a financing statement.

(e) Except as otherwise provided for in this Senior DIP Note or in any DIP Order, or as otherwise contemplated by the terms of the RSA, until all Senior DIP Obligations have been fully satisfied in cash and the Senior DIP Lender shall have no further obligation to make any Senior Loans hereunder, the Senior DIP Lender's security interest in the DIP Collateral, and all proceeds and products thereof, shall continue in full force and effect.

(f) Notwithstanding the preceding paragraphs, or any failure on the part of the Debtors to take any of the actions set forth therein, the liens and security interests granted herein shall be deemed valid, enforceable and perfected by entry of the final DIP Order. No financing statement, notice of lien, mortgage, deed of trust or similar instrument in any jurisdiction or filing office need be filed or any other action taken in order to validate and perfect the liens and security interests granted by or pursuant to this DIP Note and the DIP Orders.

(g) Other than with respect to the Carve Out and the Professional Fee Reserve, the priority of the Senior DIP Lender's liens on the DIP Collateral shall be senior to all liens existing as of the Petition Date and for so long as any Senior DIP Obligations shall be outstanding, the Debtors hereby irrevocably waive any right, pursuant to sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, to grant any lien of equal or greater priority than the liens securing the Senior DIP Obligations, or to approve a claim of equal or greater priority than the DIP Obligations, unless otherwise permitted or provided for in the DIP Orders or effective upon the granting of any such lien or priority, the DIP Obligations shall be irrevocably paid in full in cash and the obligation to make Senior DIP Loans hereunder terminated.

(h) Upon entry of, subject to and in accordance with the DIP Orders, the Senior DIP Obligations of the Debtor hereunder and under the other Senior DIP Documents and the DIP Orders, shall at all times constitute allowed superpriority claims pursuant to section 364(c)(1) of the Bankruptcy Code.

(i) It is expressly agreed by the Debtors that, anything herein to the contrary notwithstanding, the Debtors shall remain liable under their postpetition contractual obligations to observe and perform all the conditions and obligations to be observed and performed by it thereunder, and the Senior DIP Lender shall not have any obligation or liability under any contractual obligations by reason of or arising out of this Senior DIP Note unless otherwise agreed to in writing by the Senior DIP Lender, and the Senior DIP Lender shall not be required or obligated in any manner to perform or fulfill any of the obligations of the debtors' estates under or pursuant to any contractual obligations, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contractual obligations, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

(j) Each Debtor hereby appoints the Senior DIP Lender, or any other person who the Senior DIP Lender may designate, as the Debtors' attorney-in-fact (such appointment being

coupled with an interest and being irrevocable until Senior DIP Lender's liens and claims shall have been satisfied), at any time after (i) termination of the automatic stay (A) to do any act which Debtor is obligated to do hereunder, or (B) to exercise any of the rights and remedies available under the UCC or other applicable law to a secured party with a lien having the same priority as the Senior DIP Lender's lien on the DIP Collateral (and all acts of such attorney in fact or designee taken pursuant to this section are hereby ratified and approved by the Debtor and said attorney or designee shall not be liable for any acts or omissions nor for any error of judgment or mistake of fact or law, except for gross negligence or willful misconduct); *provided, however*, the Senior DIP Lender shall provide prior or contemporaneous telephonic and electronic notice to the Debtors and any creditor entitled to notice with respect to any affected DIP Collateral of the exercise of any or all of its above-stated rights and powers.

6. Treatment of the Plan Sponsor and Senior DIP Lender.

Notwithstanding anything to the contrary contained herein, the form and substance of any and all legal and economic rights and treatment of the Plan Sponsor and the Senior DIP Lender in the Plan, the DIP Orders, the Senior DIP Note and any other orders entered by the Bankruptcy Court, or any other operative document, shall be subject to the consent of the Plan Sponsor and the Senior DIP Lender, in their respective reasonable discretion; provided that the terms of the Budget shall be mutually agreed upon by the Debtors and the DIP Lenders in an aggregate amount not to exceed $8,000,000, as may be modified from time to time by the Debtors with the consent of the DIP Lenders in their sole and absolute discretion, but without need for further Court approval. The order confirming the Plan shall be in a form and substance reasonably acceptable to the Senior DIP Lender in its reasonable discretion, and subject to the Subscription Option, shall provide for the Senior DIP Lender to be issued 100% of the equity of the reorganized Debtors free and clear of all liens, claims, rights, interests, security interests, and encumbrances of any kind (other than those expressly identified in writing as acceptable to the Senior DIP Lender in its sole and absolute discretion).

7. Miscellaneous.

(a) No course of action or delay or omission of Senior DIP Lender in exercising any right or remedy hereunder or under any other agreement or undertaking securing or related to this Senior DIP Note shall constitute or be deemed to be a waiver of any such right or remedy, and a waiver on the one occasion shall not operate as a bar to or waiver of any such right or remedy on any future occasion. The rights and remedies of Senior DIP Lender as provided herein shall be cumulative and concurrent and may be pursued singularly, successively or together at the sole discretion of Senior DIP Lender, and may be exercised as often as occasion therefor shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

(b) Subject to and limited by the DIP Orders, the Debtors agree to pay or reimburse the Senior DIP Lender for all of its reasonable costs and expenses incurred in connection with the collection, enforcement or preservation of any rights under this Senior DIP Note and the other Senior DIP Documents, including, without limitation, the fees and disbursements of

counsel for the Senior DIP Lender, including reasonable attorneys' fees out of court, in trial, on appeal, in bankruptcy proceedings, or otherwise.

(c) This Senior DIP Note shall be binding upon and inure to the benefit of the Debtor and the Senior DIP Lender and their respective administrators, personal representatives, legal representatives, heirs, successors and assigns, except that no Debtor shall assign or transfer any of its rights and/or obligations hereunder, and any such assignment or transfer purported to be made by Debtor shall be null and void. The Senior DIP Lender may at any time transfer or assign (or grant a participation in) any or all of its rights and/or obligations hereunder without the consent of the Debtors.

(d) If any provision of this Senior DIP Note is invalid, illegal, or unenforceable, the balance of this Senior DIP Note shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

(e) This Senior DIP Note shall be governed by and construed in all respects under the laws of the State of New York (except as governed by the Bankruptcy Code), without reference to its conflict of laws rules or principles. Each of the parties submits to the exclusive jurisdiction of the Bankruptcy Court for the Northern District of Texas or (if the Bankruptcy Court lacks or declines jurisdiction) any state or federal court sitting in the State of Texas, in any action or proceeding arising out of or relating to the Senior DIP Note, and each party agrees that all claims in respect of the action or proceeding may be heard and determined in any such court and agrees not to bring any action or proceeding arising out of or relating to the Senior DIP Note in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Each party agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such party by sending or delivering a copy of the process to the party to be served at the address of the party and in the manner provided for the giving of notices in Section 7(h) below. Each party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

(f) **THE SENIOR DIP LENDER AND THE DEBTORS HEREBY KNOWINGLY VOLUNTARILY, INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREIN, OR ARISING OUT OF UNDER OR IN CONNECTION WITH THIS SENIOR DIP NOTE AND THE OTHER SENIOR DIP DOCUMENTS.**

(g) The Debtors, at their own expense, which shall be provided for in the Budget, shall take any lawful actions and execute, deliver, file and register any documents that the Senior DIP Lender may, in its discretion, deem reasonably necessary or appropriate in order to further the purposes of this Senior DIP Note.

(h) All notices hereunder shall be deemed given if in writing and delivered, if sent by email, courier, or by registered or certified mail (return receipt requested) to the following addresses and email addresses (or at such other addresses or facsimile numbers as shall be specified by like notice):

(i) If to the Debtors:

Higher Ground Education, Inc.
1321 Upland Dr. PMB 20442
Houston, Texas 77043
Attn: Jon McCarthy
Email: board@tohigherground.com

and

FOLEY & LARDNER LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Attention: Holland N. O'Neil, Esq.
Email: honeil@foley.com

and

1144 15th Street, Ste. 2200
Denver, CO 80202
Attention: Tim Mohan
Email: tmohan@foley.com

(ii) If to the Senior DIP Lender:

YYYYY, LLC
2028 E Ben White Blvd, Ste 240-2650
Austin, TX 78741
Attention: Andrew Price, Chief Financial Officer
Email: andy.price@trilogy.com

and

Cozen O'Connor
3 WTC, 175 Greenwich Street
55th Floor
New York, New York 10007
Attention: Trevor R. Hoffmann; David Kirchblum
Email: thoffmann@cozen.com; dkirchblum@cozen.com
Phone: 212-453-3735; 215-665-6907

or to such other address as any party hereto shall notify the other parties hereto (as provided above) from time to time.

IN WITNESS WHEREOF, the Debtors have executed this Senior DIP Note as of the date first written above.

BORROWERS:

HIGHER GROUND EDUCATION INC.

By: _____
Name: _____
Title: _____

GUIDEPOST A LLC

By: Higher Ground Education Inc.
Its: Sole Member and Manager

By: _____
Name: _____
Title:

PREPARED MONTESSORIAN LLC

By: Higher Ground Education Inc.
Its: Sole Member and Manager

By: _____
Name:
Title: _____

TERRA FIRMA SERVICES LLC

By: Higher Ground Education Inc.
Its: Sole Member and Manager

By: _____
Name: _____
Title: _____

EXHIBIT A TO DIP NOTE

BUDGET

HGE Weekly DIP Budget - DRAFT

June 17, 2025

Week of Forecast	1	2	3	4	5	6	7	8	9	10	After	Post-Petition
Week Ending	6/20/2025	6/27/2025	7/4/2025	7/11/2025	7/18/2025	7/25/2025	8/1/2025	8/8/2025	8/15/2025	8/22/2025	August 22	Total
	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.
Tuition Receipts - Closed Schools	–	–	–	–	–	–	–	–	–	–	–	–
Other Receipts	–	–	–	–	–	–	–	–	–	–	–	–
Total Receipts	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**
Warehouse Rent	–	–	(14,140)	–	–	–	–	(14,140)	–	–	–	(28,280)
School Operations - Refunds[1]	(130,000)	(120,000)	(80,000)	(80,000)	(80,000)	(80,000)	(60,000)	–	–	–	–	(630,000)
School Operations - Payroll	–	(306,829)	–	(455,153)	–	–	–	–	–	–	–	(761,982)
School Operations - Other Expenses	(35,715)	(35,715)	(35,715)	(35,715)	(35,715)	(35,715)	(35,715)	(35,715)	–	–	–	(285,720)
School Operations - Ex-North America[2]	(25,000)	–	–	–	–	–	–	–	–	–	–	(25,000)
School Operation Costs - Total	(190,715)	(462,544)	(129,855)	(570,868)	(115,715)	(115,715)	(95,715)	(49,855)	–	–	–	(1,730,982)
D&O Tail & Other Insurance	–	(575,300)	–	–	–	–	–	–	–	–	–	(575,300)
Other Disbursements	–	(575,300)	–	–	–	–	–	–	–	–	–	(575,300)
Operating Cash Flow	**(190,715)**	**(1,037,844)**	**(129,855)**	**(570,868)**	**(115,715)**	**(115,715)**	**(95,715)**	**(49,855)**	**–**	**–**	**–**	**(2,306,282)**
Publication Notice Costs	–	(12,500)	–	–	–	(12,500)	–	–	–	–	–	(25,000)
Adequate Protection Payments	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	–	–	(90,000)
Professional Fees - Reverse TSA Payments	–	–	–	–	–	–	–	–	(75,000)	–	–	(75,000)
Professional Fees - Debtor	(165,000)	(160,000)	(152,500)	(175,000)	(125,000)	(125,000)	(150,000)	(200,000)	(155,860)	(155,860)	(288,266)	(1,852,486)
Professional Fees - UCC	–	–	(45,000)	(45,000)	(45,000)	(45,000)	(45,000)	(45,000)	(45,000)	(45,000)	–	(360,000)
Professional Fees - Tax & Other OCPs	–	–	(10,000)	–	–	–	–	(10,000)	–	–	(30,000)	(50,000)
Total Restructuring Fees	(175,000)	(182,500)	(217,500)	(230,000)	(180,000)	(192,500)	(205,000)	(265,000)	(285,860)	(200,860)	(318,266)	(2,452,486)
Total Disbursements	**(365,715)**	**(1,220,344)**	**(347,355)**	**(800,868)**	**(295,715)**	**(308,215)**	**(300,715)**	**(314,855)**	**(285,860)**	**(200,860)**	**(318,266)**	**(4,758,768)**
Net Cash Flow	**(365,715)**	**(1,220,344)**	**(347,355)**	**(800,868)**	**(295,715)**	**(308,215)**	**(300,715)**	**(314,855)**	**(285,860)**	**(200,860)**	**(318,266)**	**(4,758,768)**
Opening Cash Balance	154,156	–	–	–	–	–	–	–	–	–	–	
Net Cash Flow	(365,715)	(1,220,344)	(347,355)	(800,868)	(295,715)	(308,215)	(300,715)	(314,855)	(285,860)	(200,860)	(318,266)	
DIP Facilities Draw / (Repayment)	211,559	1,220,344	347,355	800,868	295,715	308,215	300,715	314,855	285,860	200,860	318,266	
Closing Cash Balance (Book)	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	
Senior DIP Facility Availability	4,963,441	3,925,597	3,795,742	3,224,874	3,109,159	2,815,944	2,515,229	2,200,374	1,914,514	1,713,654	1,395,388	
Junior DIP Facility Availability	825,000	642,500	425,000	195,000	15,000	–	–	–	–	–	–	
Total Liquidity	**$5,788,441**	**$4,568,097**	**$4,220,742**	**$3,419,874**	**$3,124,159**	**$2,815,944**	**$2,515,229**	**$2,200,374**	**$1,914,514**	**$1,713,654**	**$1,395,388**	
DIP Facilities												
Senior DIP Facility												
Balance - Beginning of Period	500,000	536,559	1,574,403	1,704,258	2,275,126	2,390,841	2,684,056	2,984,771	3,299,626	3,585,486	3,786,346	
Operating Draws	36,559	1,037,844	129,855	570,868	115,715	115,715	95,715	49,855	–	–	–	
Restructuring Draws	–	–	–	–	–	177,500	205,000	265,000	285,860	200,860	318,266	
(Repayment)	–	–	–	–	–	–	–	–	–	–	–	
Balance - End of Period	**$536,559**	**$1,574,403**	**$1,704,258**	**$2,275,126**	**$2,390,841**	**$2,684,056**	**$2,984,771**	**$3,299,626**	**$3,585,486**	**$3,786,346**	**$4,104,612**	
Junior DIP Facility												
Balance - Beginning of Period	1,500,000	1,675,000	1,857,500	2,075,000	2,305,000	2,485,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	
Draws	175,000	182,500	217,500	230,000	180,000	15,000	–	–	–	–	–	
(Repayment)	–	–	–	–	–	–	–	–	–	–	–	
Balance - End of Period	**$1,675,000**	**$1,857,500**	**$2,075,000**	**$2,305,000**	**$2,485,000**	**$2,500,000**	**$2,500,000**	**$2,500,000**	**$2,500,000**	**$2,500,000**	**$2,500,000**	

(1) Statutory limit of $3,800 per creditor.

(2) France wind down options currently being assessed.

EXHIBIT B TO SENIOR DIP NOTE

CHAPTER 11 MILESTONES

The obligations of the Senior DIP Lender to advance the DIP Loans shall be subject to the Debtors satisfying, or causing the satisfaction of, the milestones listed below (collectively, the "**Chapter 11 Milestones**") by the specified deadline (after taking into account any applicable cure period, the "**Specified Deadlines**"). The non-satisfaction of any Chapter 11 Milestone by the applicable Specified Deadline (and the non-waiver of such non-satisfaction by the Senior DIP Lender and Borrower in their sole and absolute discretion) shall be an Event of Default under the DIP Loan Documentation.

	Chapter 11 Milestone	**Specified Deadline**
1	Commencement of these Chapter 11 Cases (the "**Petition Date**").	No later than June 30, 2025
2	The Debtors shall file: • A motion seeking the Bankruptcy Court's approval of the DIP Financing • An application to retain a claims agent • A motion to continue cash management • Such other first day papers as may be approved or requested by the Debtor or Plan Sponsor	No later than one (1) business day after the Petition Date.
3	The Debtors shall file: • The Disclosure Statement, Plan, solicitation procedures motion • A motion seeking the Bankruptcy Court's approval of assumption of the RSA • A motion for approval of bar dates • A motion to extend time to file schedules	No later than five (5) business days after the Petition Date.
4	The Bankruptcy Court shall enter an order approving the DIP Financing on an interim basis	No later than five (5) business days after the Petition Date.
5	The Debtor shall file schedules and statements of financial affairs and the Bankruptcy Court.	No later than twenty-one (21) days after the Petition Date.

6	The Bankruptcy Court shall enter orders: • Approving the DIP Financing on a final basis • Authorizing the Debtor to assume the RSA • Approving the bar date motion • Approving the Disclosure Statement on a conditional or final basis • Scheduling a hearing to confirm the Plan and setting an objection deadline with respect thereto	No later than forty 40 days after the Petition Date.
7	The general bar date	No later than ninety 90 days after the Petition Date.
8	The Bankruptcy Court shall enter an order approving the Disclosure Statement and the Plan	No later than 105 days after the Petition Date.
9	The effective date of the Plan	No later than September 30, 2025

EXHIBIT 2 TO ORDER

Junior DIP Note

JUNIOR SECURED SUPERPRIORITY DIP PROMISSORY NOTE

U.S. $2,500,000 **June [ ], 2025**

For value received, Higher Ground Education Inc., a Delaware corporation (the "Company"), Guidepost A LLC, a Delaware limited liability company, Prepared Montessorian LLC, a Delaware limited liability company, and Terra Firma Services LLC, a Delaware limited liability company, each a debtor and debtor (collectively, the "Debtors"), promise to pay to the order of Guidepost Global Education, Inc. ("GGE" or the "Junior DIP Lender"), the aggregate unpaid principal amount of all advances from time to time outstanding hereunder, together with interest and other amounts as provided herein.

WHEREAS, on June [_], 2025 (the "Petition Date"), the Debtors filed with the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") a voluntary petition for relief commencing cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, YYYYY, LLC (the "Senior DIP Lender") has committed to provide postpetition financing (the "Senior DIP Financing") on a senior secured, priming basis in an amount necessary to fund both the Debtor's operations and the administrative costs of these Chapter 11 Cases as set forth on an agreed-upon budget submitted by the Debtor and reasonably acceptable to Senior DIP Lender, in an amount not more than $5,500,000, upon the terms and conditions in the Senior DIP Note;

WHEREAS, the Junior DIP Lender is committing hereby to provide postpetition financing (the "Junior DIP Financing") on a secured, priming basis, subject only to the priority of the Senior DIP Financing, in an amount necessary to fund both the Debtor's operations and the administrative costs of these Chapter 11 Cases as set forth on an agreed-upon budget submitted by the Debtor and reasonably acceptable to Junior DIP Lender, subject to Section 6 herein, in an amount of at least $2,500,000 (the "Junior Commitment"), upon the terms and conditions set forth herein;

WHEREAS, the Debtors require financing in an amount necessary to fund the Debtors' normal business operations, the administrative costs of these Chapter 11 Cases and pursuit of a confirmed plan of reorganization;

WHEREAS, the Debtors have requested that the Junior DIP Lender provide a secured, multiple draw term loan credit facility of up to $2,500,000 (the "Junior DIP Financing"), including up to $800,000 on an interim basis, including the roll-up of $1,500,000 advanced to the Debtors in to the form of pre-bankruptcy bridge financing, to fund the day-to-day operating working capital needs and chapter 11 administrative costs of these Chapter 11 Cases, and the Junior DIP Lender is willing to extend such financing to the Debtors on the terms and subject to the conditions set forth herein;

NOW, THERFORE, the Debtors have entered into this debtor in possession promissory note (this "Junior DIP Note") in favor of the Junior DIP Lender to evidence the Junior DIP Financing and pursuant to the *Interim Order (I) Authorizing the Debtor To (A) Obtain*

Postpetition Secured Financing from YYYYY, LLC; (B) Obtain Postpetition Junior Secured Financing from Guidepost Global Education, Inc.; (C) Utilize Cash Collateral; and (D) Pay Certain Related Fees and Charges; (II) Granting Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing and (V) Granting Related Relief [Docket No. _] (as amended, supplemented or otherwise modified, the "Interim DIP Order" and including the Final DIP Order (as defined below), the "DIP Order"). Capitalized terms not otherwise defined herein have the meanings given thereto in the Interim DIP Order.

1. Advances; Increase in Principal Amount.

(a) The Budget attached hereto as **Exhibit A** (as may be modified from time to time by the Debtors with the consent of the Senior DIP Lender in its sole and absolute discretion, and with written notice to the Junior DIP Lender, subject to Section 6 herein, the **"**Budget") is hereby approved.

(b) Subject to the terms and conditions set forth in this Junior DIP Note, the Junior DIP Lender shall make advances to the Debtors as follows (each individually a "Junior Loan" and collectively, the "Junior Loans"):

(i) on the first business day after entry of the Interim DIP Order, an amount equal to $800,000 (the "Initial Junior Loan"**)**; and

(ii) on every other Monday after the date of the Initial Junior Loan (unless such date is not a business day at which point funding shall occur on the next succeeding business day) (each, a "Funding Date") an amount equal to the estimated "Disbursements" for the following two weeks (starting on the Funding Date) in the Budget plus $100,000; *provided, further*, that amounts that were budgeted for a prior week but not spent in such week shall be added to the budgeted amounts for the immediately succeeding week without reduction of the amounts that would otherwise have been budgeted and acceptable to the Junior DIP Lender, and the Debtors will be allowed the Permitted Variance (as defined below).

(c) Except with respect to the Initial Junior Loan, which shall be automatically funded by the Junior DIP Lender, subject to satisfaction of the Draw Conditions (defined below), on the first business day after entry of the Interim DIP Order, by noon prevailing Eastern Time on two business days immediately prior to a Funding Date, the Debtors shall give the Junior DIP Lender written notice of their request for a draw and shall specify the Funding Date (which must provide at least two business days' written notice) and the amount of the requested draw (a "Borrowing Notice"). The Borrowing Notice shall include (1) a calculation of the requested draw amount including reasonable detail regarding the cash on hand included in the calculation and the projected disbursements for the bi-weekly borrowing period, (2) an updated Budget including actuals for prior periods, and (3) a calculation of any variance from the Budget (a "Variance Report"). The Borrowing Notice shall also be accompanied by a comparison of actual weekly receipts to those set forth in the Budget. The obligation of the Junior DIP Lender to fund is subject to compliance with the terms and conditions of this Junior DIP Note, the Interim DIP Order and, subject to its entry, the *Final Order (I) Authorizing the Debtor To (A) Obtain Postpetition Secured Financing from YYYYY, LLC; (B) Utilize Cash Collateral; and (C) Pay*

Certain Related Fees and Charges; (II) Granting Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief (as amended, modified or otherwise supplemented, the "Final DIP Order"). The Junior DIP Lender shall be obligated to fund under this Junior DIP Note and the DIP Orders, as applicable, all amounts set forth in the Borrowing Notice (except for a variance that is not a Permitted Variance, defined below), subject to the Budget.

Each Variance Report shall indicate whether there are any adverse variances that exceed the allowed variances, which means, in each case measured on a cumulative basis for the most recently ended period of two (2) weeks, up to ten percent (10%) of the amount of the Budget (each, a "Permitted Variance"). Unused amounts set forth in the Budget for any disbursement line item may be carried forward and used to fund such line item in any subsequent week.

(d) Except for a draw to fund the Carve Out and Professional Fee Reserve, following the occurrence of the Termination Date or other such event triggering the funding of the Carve Out and Professional Fee Reserve (each, a "Back-Stop Draw"), the Junior DIP Lender shall not be obligated to make any Junior Loan (including the Initial Loan hereunder), or to take, fulfill or perform any other action hereunder or under the DIP Order unless the Debtors certify, in a writing signed by an officer of the Debtors, that the following conditions (each, a "Draw Condition") are met as of the date of each draw:

(i) All of the representations and warranties contained in the Junior DIP Documents are true and correct in all material respects as of that date.

(ii) This Junior DIP Note and each other Junior DIP Document shall have been executed or entered, as applicable, and delivered, if applicable, to the Junior DIP Lender in form and substance reasonably acceptable to the Junior DIP Lender, subject to Section 6 herein, and shall be in full, force and effect in all material respects.

(iii) The consummation of the transactions contemplated hereby or entered into in contemplation hereof shall not contravene, violate, or conflict with, nor involve the Junior DIP Lender in, a violation of applicable law or regulation in any material respect.

(iv) All consents, authorizations and filings, if any, required in connection with the execution, delivery and performance by the Debtors, and the validity and enforceability against the Debtors, of the Junior DIP Note, shall have been obtained or made, and such consents, authorizations and filings shall be in full force and effect in all material respects.

(v) Prior to the making of the Initial Junior Loan, the Junior DIP Lender shall have received a schedule describing all material insurance maintained by the Debtors.

(vi) The Junior DIP Lender shall have received a copy of the applicable DIP Order, and such DIP Order shall have been entered by the Bankruptcy Court in form and substance acceptable to the Junior DIP Lender in its

reasonable discretion, subject to Section 6 herein, and shall be in full force and effect and shall not have been vacated, stayed, reversed, modified, or amended.

(vii) No event shall have occurred and be continuing, or would result from the Junior Loan requested thereby, that with the giving of notice or the passage of time or both, would constitute an Event of Default (as defined below) and no Event of Default shall be continuing.

(viii) Except with respect to the Initial Junior Loan, the Debtors shall have timely delivered a Borrowing Notice related to such Loan that was in form and substance satisfactory to the Junior DIP Lender and consistent with the Budget. For the avoidance of doubt, the Debtors may not draw amounts under the Junior DIP Financing in excess of the Budget, and the amounts requested by the Debtors shall be used for an authorized purpose and in accordance with the Budget, subject to a Permitted Variance.

(ix) The Debtors (and any successors thereto or any representatives thereof, including any trustees appointed in these Chapter 11 Cases or any successor case) shall be deemed to have waived any rights, benefits or causes of action under section 506(c) of the Bankruptcy Code as they may relate to or be asserted against the Junior DIP Lender, the Junior DIP Liens, or the DIP Collateral (as defined in the Interim DIP Order).

(x) All information, approvals, documents or other instruments as Junior DIP Lender may reasonably request, and which are customary for postpetition lenders or plan sponsors to request, shall have been received by Junior DIP Lender in all material respects.

If the Draw Conditions are met, the Junior DIP Lender shall make each properly authorized Junior Loan in immediately available funds by wire transfer to an account designated by the Debtors, as soon as practicable, but in no event later than the noon prevailing Eastern Time on the applicable Funding Date.

If the Junior DIP Lender will not fund because one of the foregoing conditions is not satisfied (a "Funding Condition Deficiency"), the Junior DIP Lender will provide the Debtors with notice of the Funding Condition Deficiency before the scheduled Funding Date, and provide the Debtors the reasonable opportunity to cure such Funding Condition Deficiency to the extent such Funding Condition Deficiency is capable of being cured prior to the scheduled Funding Date or by such later deadline as may otherwise be agreed in writing by the Junior DIP Lender.

Notwithstanding anything herein to the contrary, upon the occurrence of the Termination Date or such other event triggering the funding of the Carve Out, the Debtors and Junior DIP Lender shall confer in good faith regarding the estimated amounts necessary to fund the Carve Out and Professional Fee Reserve (the "Estimated Carve Out") and, if the amount of cash on hand with the Debtors is less than the Estimated Carve Out, the Junior DIP Lender shall fund a Back-Stop Draw under the Junior DIP Financing in the amount equal to the sum of (a) the Estimated Carve Out *less* (b) the Debtors' cash on hand as of such date, automatically without any obligation of

the Debtors to meet the Draw Conditions or any other conditions precedent to such draw. If at any time after the occurrence of the Termination Date or such other event triggering the funding of the Carve Out and Professional Fee Reserve, the Debtors' cash on hand is less than the actual amounts necessary to fully fund the Carve Out and Professional Fee Reserve, the Junior DIP Lender shall fund additional Back-Stop Draws automatically without any obligation of the Debtors to meet the Draw Conditions or any other conditions precedent to such draw to cover any such shortfall.

2. Interest; Payments.

(a) The Junior Loans shall bear interest on the unpaid principal amount thereof plus all obligations owing to the Junior DIP Lender pursuant to this Junior DIP Note, including without limitation, all interest, fees, and costs accruing thereon, and all the Junior DIP Lender's other rights (collectively, the "Junior DIP Obligations") from the applicable Funding Date (and, with respect to the Initial Loan, from the date hereof) to and including the Maturity Date (defined below), at a fixed rate per annum equal to nine percent (9%), calculated on the basis of a 360-day year for the actual number of days elapsed.

(b) Accrued, unpaid interest on the Junior Loans shall be compounded on the last day of each calendar month. After the Maturity Date and/or after the occurrence and during the continuance of an Event of Default (defined below), the Junior DIP Obligations shall bear interest at a rate equal to twelve percent (12%) per annum, calculated on the basis of a 360-day year for the actual number of days elapsed (the "Default Rate").

(c) Notwithstanding anything to the contrary set forth in this Section 2, if a court of competent jurisdiction determines in a final order that the rate of interest payable hereunder exceeds the highest rate of interest permissible under law (the "Maximum Lawful Rate"), then so long as the Maximum Lawful Rate would be so exceeded, the rate of interest payable hereunder shall be equal to the Maximum Lawful Rate.

(d) Except as otherwise set forth herein or in the DIP Orders, or as otherwise contemplated by the terms of the Plan, the Junior DIP Obligations, including interest, shall be due and payable on the first to occur of the following (the "Maturity Date"): (i) the Effective Date; (ii) September 30, 2025; (iii) upon acceleration of the Junior DIP Note pursuant to the terms hereof; and (iv) a Termination Date. On the Maturity Date, the Junior DIP Lender's obligation to provide Junior Loans shall terminate.

(e) The Junior DIP Lender's claim on account of the Junior DIP Obligations (the "Junior DIP Lender Claim") shall be allowed in full under the Plan. The Junior DIP Lender shall have the option, on account of being the holder of the Junior DIP Lender Claim, to exchange a total of up to 100% of the Junior DIP Lender Claim in satisfaction of such amount of its allowed claim for up to a total of 60% of the shares of the issued equity of the reorganized debtor, at a rate of 10% of its Allowed DIP Lender Claim for 6% of the equity of the reorganized debtor (the "Subscription Option"). To the extent any amount of the Allowed DIP Lender Claim remains after the Junior DIP Lender exercises the Subscription Option, then (i) the Plan Sponsor shall repay such outstanding amount in Cash on the Effective Date, which Cash shall be separate from and in addition to the Consideration; or (ii) the Junior DIP Lender may (at its sole election)

consent to the offset or other non-Cash satisfaction of the Junior DIP Lender Claim by the Plan Sponsor until the remaining unpaid amount of the DIP Financing Claim is reduced to $0.

(f) The Junior DIP Obligations may not be prepaid in any amount, provided, for the sake of clarity, that the Debtors shall immediately repay the Junior DIP Obligations in full in cash in the event the Debtors proceed with an Alternative Transaction (as defined below) (subject to the terms of the RSA).

3. **Covenants** Unless otherwise agreed to by the Senior DIP Lender in writing, with written notice of the Junior DIP Lender, each of the Debtors covenants and agrees that it will:

(a) Use the proceeds of the Junior Loans solely for operating working capital purposes and chapter 11 administrative costs, including professional fees, in the amounts and otherwise in accordance with and for the purposes provided for in the Budget; *provided, however*, any unused fees from prior weeks may be rolled forward into subsequent weeks. Notwithstanding the then applicable Budget, the Debtor may exceed the budgeted amount during any weekly budget period up to the Permitted Variance; *provided, further*, none of the proceeds of the Junior DIP Loans shall be used by any party in interest to take any action or to otherwise assert any claims or causes of action against the Junior DIP Lender in any capacity (except for the purposes of enforcement of the DIP Orders or this Junior DIP Note).

(b) Keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and property and all legal requirements in all material respects; and, upon the reasonable request and with reasonable frequency of the Junior DIP Lender, provide copies of, or access to, its books and records, and to discuss the business, operations, assets, and financial and other condition of the Debtor with officers and employees thereof and with their independent certified public accountants (but excluding privileged information) as is reasonably related to the Junior DIP Loan.

(c) Promptly give written notice to the Junior DIP Lender after becoming aware of the same: (i) of the occurrence of any Default or Event of Default; (ii) of any (A) default or event of default under any instrument or other material agreement, guarantee or document of the Debtor (including, without limitation, the Junior DIP Documents) or (B) litigation, investigation or proceeding that may exist at any time between the Debtor and any governmental authority after the date hereof; and (iii) of the commencement of any litigation or proceeding against the Debtor for acts occurring after the Petition Date (A) in which more than $50,000 of the amount claimed is not covered by insurance or (B) in which injunctive or similar relief is sought.

(d) At all times, cause all of the Collateral (defined below) to be subject to a priority perfected security interest in favor of the Junior DIP Lender, subject only to the priority of the Senior DIP Lender, in accordance with the DIP Orders, subject and subordinate only to the Carve Out and the Professional Fee Reserve.

(e) Promptly, from time to time, deliver such other information regarding the operations, business affairs, and financial condition of the Debtor as the Junior DIP Lender may reasonably request.

(g) To the extent practicable and legally permissible, at least two (2) business days prior to the date when the Debtor intends to file any such pleading, motion, or other document (and, if not reasonably practicable, as soon as reasonably practicable), provide copies of all material pleadings, motions, applications, judicial information, financial information, and other documents to be filed by the Debtor in these Chapter 11 Cases that may impact the Junior DIP Lender or the Junior DIP Financing.

(h) Promptly execute and deliver such documents, instruments and agreements, and take or cause to be taken such acts and actions, as the Junior DIP Lender may reasonably request from time to time to carry out the intent of this Junior DIP Note and the DIP Orders.

(g) Not create, incur, assume, or suffer to exist any indebtedness other than (i) indebtedness outstanding on the date hereof; (ii) indebtedness in connection with the Senior Loans or the Junior DIP Financing; (iii) indebtedness in respect of fees and expenses owed to professionals retained by the Debtor, any official committee in these Chapter 11 Cases, or U.S. Trustee fees up to the amounts set forth in the Budget; and (iv) subject in all respects to the Budget, any ordinary course unsecured indebtedness of the Debtor of the type ordinarily incurred in connection with a chapter 11 bankruptcy case.

(h) Not create, incur, assume, or suffer to exist any lien upon any of its assets, whether now owned or hereafter acquired, except for liens that are permitted by the DIP Orders (including the liens securing the Prepetition Secured Lenders Obligations and the Junior DIP Obligations) and shall not cause, or permit to be caused, any direct or indirect subsidiary of the Debtor to create, incur, assume, or suffer to exist any such liens.

(i) Not enter into any merger or consolidation or amalgamation or other change of control transaction or engage in any type of business other than of the same general type now conducted by it.

(j) Not convey, sell, lease, assign, transfer or otherwise dispose of (including through a transaction of merger or consolidation) any assets or property (including, without limitation, tax benefits), other than the sale of inventory or the licensing of intellectual property in the ordinary course of business.

(k) Not make any advance, investment, acquisition, loan, extension of credit, or capital contribution to, in, or for the benefit of any person outside the ordinary course of business.

(l) Subject in all respects to the Budget, not enter into any transaction, including, without limitation, any purchase, sale, lease, or exchange of property or the rendering of any service, with any affiliate, except on commercially reasonable terms similar to those available to unaffiliated parties in an arm's-length transaction.

(m) Not incur or apply to the Bankruptcy Court for authority to incur, or suffer to exist, any indebtedness having the priority afforded by section 364(c) of the Bankruptcy Code or (d) (including any superpriority claims) other than the financing provided for under this Junior DIP Note, unless the both the Senior DIP Obligations and the Junior DIP Obligations hereunder are to be irrevocably paid in full, in cash with the proceeds thereof.

(n) Not limit, affect, or modify, or apply to the Bankruptcy Court to limit, affect, or modify, any of the rights of the Junior DIP Lender with respect to the Junior DIP Obligations, including rights with respect to DIP Collateral and the priority thereof.

(o) Except with respect to the Carve Out or the Professional Fee Reserve, not incur, create, assume, suffer, or permit any claim to exist or apply to the Bankruptcy Court for the authority to incur, create, assume, suffer or permit any claim to exist against the Debtor's estate or any of its assets which is to be *pari passu* with, or senior to, the Junior DIP Obligations, subject only to the Senior DIP Obligations, unless both the Senior DIP Obligations and the Junior DIP Obligations are being irrevocably repaid in full, in cash with the proceeds thereof.

Notwithstanding the foregoing, and for the avoidance of doubt, any payments permitted by the Budget will not be deemed to violate any of the foregoing covenants.

4. Event of Default.

(a) Event of Default. Each of the following events shall constitute an "Event of Default":

(i) the Debtors (A) fails to make any payment (whether principal, interest, or otherwise) when such amount becomes due and payable under the Junior DIP Note or (B) default in any material respect in the due performance or observance of any other term, covenant, or agreement contained in the Junior DIP Note (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in the Junior DIP Note or, if no such cure period is provided, it has not been remedied to the reasonable satisfaction of the Junior DIP Lender five (5) business days following written notice to the Debtor of the occurrence of such event of default);

(ii) any representation, warranty, or statement made by the Debtor herein or in the Junior DIP Note or in any certificate delivered in connection with the Junior DIP Note proves to be untrue in any material respect on the date on which made or deemed made (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in such DIP Document or, if no such cure period is provided, it has not been remedied to the reasonable satisfaction of the Senior DIP Lender or Junior DIP Lender, as applicable, five (5) business days following written notice to the Debtors of the occurrence of such event of default);

(iii) the security interest granted to the Junior DIP Lender ceases to be in full force and effect, or ceases to create a perfected security interest in, and lien on, the DIP Collateral purported to be created thereby;

(iv) unless otherwise agreed to by the Junior DIP Lender, the Junior DIP Note is or becomes invalid, ineffective, or unenforceable against the Debtors in any material respect, in whole or in part, or the Debtors so asserts or at any

time denies the liability or the Junior DIP Obligations under the Junior DIP Note;

(v) the Court enters an order dismissing any of the Chapter 11 Cases or converting any of them to a case under Chapter 7 or any other chapter of the Bankruptcy Code, or appointing a trustee or other responsible officer or an examiner with enlarged powers relating to the operation of the Debtors' business (beyond those set forth in sections 1106(a)(3) or (4) of the Bankruptcy Code) under section 1104 of the Bankruptcy Code, in each case, without the consent of the Senior DIP Lender in its sole and absolute discretion;

(vi) the Court enters an order granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code and authorizing an action by a lienholder (other than the Senior DIP Lender) with respect to assets of the Debtors on which the lienholder has a lien with an aggregate value in excess of $50,000;

(vii) the Debtors seek to, advocate, or otherwise support any other person's motion to disallow, in whole or in part, the Junior DIP Obligations or to challenge the validity, priority, or enforceability of the Priming DIP Liens and superpriority claims hereunder (for avoidance of doubt, complying with document requests shall not constitute a breach of the foregoing);

(viii) a debtor in possession financing order is entered in form and substance that is not acceptable to both the Senior DIP Lender and the Junior DIP Lender in their reasonable discretion or from and after the date of entry thereof, the Interim DIP Order or the Final DIP Order, as applicable, ceases to be in full force and effect or is vacated, stayed, reversed, modified, or amended (or the Debtors take any step to accomplish any of the foregoing) without the consent of the Senior DIP Lender in its sole and absolute discretion, with written notice to be provided to the Junior DIP Lender;

(ix) any of the orders approving the Plan or the disclosure statement to the Plan (the "Disclosure Statement") are vacated, stayed, reversed, modified, or amended without the consent of the Senior DIP Lender, with written notice to the Junior DIP Lender;

(x) the Debtors make any payments on any indebtedness that arose before the Petition Date other than as provided in the Budget or otherwise without the unanimous consent of the DIP Lenders in their its sole and absolute discretion;

(xi) the Debtors fails to obtain an order from the Court approving the Debtors' motion for authority to assume the Restructuring Support Agreement dated as of [_] (the "RSA") entered into by, among others, the Debtor, the

DIP Lenders, the Prepetition Secured Lenders, and 2HR Learning, Inc., as the proposed plan sponsor of the Plan ("Plan Sponsor")) within forty (40) days of the Petition Date;

(xii) a Company Termination Event, Consenting Party Termination Event or a GG Termination Event (each as defined in the RSA) shall have occurred, including prior to the Debtor's assumption of the RSA;

(xiii) the Debtors take any action, or as to insiders, permits any action, that would result in an "ownership change" as such term is used in section 382 of title 26 of the United States Code;

(xiv) the Debtors fail to provide the Junior DIP Lender and its agents with reasonable access to the Debtors' books, records, and management through the Effective Date;

(xv) the (a) Plan, (b) Disclosure Statement, (c) order confirming the Plan, (d) motion of the Debtor seeking authorization from the Court to assume the RSA, (e) the DIP Orders, the related motions, or the documentation evidencing, or otherwise entered into in connection with, the Senior DIP Financing and the Junior DIP Financing, or (f) any other documents or exhibits related to or contemplated in the foregoing clauses (a) through (e), contains terms and conditions materially inconsistent with the RSA or the Restructuring Transaction;

(xvi) the Court grants relief that is materially inconsistent with the RSA, or would reasonably be expected to materially frustrate the purpose of the RSA;

(xvii) the Debtors breach or fail to comply with the terms of the DIP Orders or the Plan, in any material respect;

(xviii) any of the Chapter 11 Milestones (attached hereto as **Exhibit B**) are not satisfied;

(xix) one or more judgments or decrees is entered against any Debtor or its estate involving in the aggregate a postpetition liability (not paid or fully covered by insurance or otherwise considered permitted indebtedness) of $50,000 or more, and all such judgments or decrees are not vacated, discharged, stayed, or bonded pending appeal;

(xx) the DIP Notes or any other DIP Documents ceases, for any reason, to be in full force and effect or the Debtor shall so assert in writing, or the Priming DIP Liens cease to be effective and perfected with respect to any material item of DIP Collateral described therein with the priority purported to be created by the DIP Documents;

(xxi) the Debtors fail to provide in any material respect all information, approvals, documents, or other instruments as the Junior DIP Lender may reasonably request, and as are customary for postpetition lenders or plan sponsors to request;

(xxii) any of the Debtors announces its intention to proceed with any reorganization, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of a material portion of assets, financing (whether debt, including any debtor in possession financing other than the DIP Financing, or equity), recapitalization, workout, or restructuring of the Debtors (including, for the avoidance of doubt, a transaction premised on a chapter 11 plan or a sale of a material portion of assets under section 363 of the Bankruptcy Code), other than the Restructuring Transaction (an "Alternative Transaction");

(xxiii) the Court approves an Alternative Transaction;

(xxiv) the Debtors file a plan of reorganization, liquidating plan, or disclosure statement that is inconsistent with the Plan or the RSA;

(xxv) the Debtors file an application or motion for the approval of postpetition financing from any party other than the DIP Lenders, including financing that provides for superpriority claims or priming liens on any of the Senior DIP Lender's collateral, or the Junior DIP Lender's collateral, without the written consent of the Senior DIP Lender or the Junior DIP Lender, as applicable, in their sole and absolute discretion;

(xxvi) the Court enters an order terminating the right of the Debtors to use the DIP Financing;

(xxvii) the Debtors fail to comply with the Budget; *provided, however*, that for each period of two (2) weeks (or, if shorter, since the Petition Date), for the period from the Petition Date, in each case measured on a cumulative basis, adverse variances under the Budget of up to 10% of the amount of the Budget are permitted, and unused amounts set forth in the Budget for any disbursement line item may be carried forward and used to fund such line item in any subsequent week;

(xxviii) without the consent of the Senior DIP Lender, and written notice to the Junior DIP Lender, any claim or lien having a priority superior to or *pari passu* with those granted by the DIP Orders to the Senior DIP Lender is granted or allowed prior to the occurrence of (a) the payment in full in cash of immediately available funds of all of the Senior DIP Obligations and Junior DIP Obligations, (b) the termination or expiration of all commitments to extend credit to the Debtors under the Senior DIP Documents and the Junior DIP Documents, and (c) the cash collateralization in respect of any asserted claims, demands, actions, suits,

proceedings, investigations, liabilities, fines, costs, penalties, or damages for which the Senior DIP Lender or Junior DIP Lender, as applicable, may be entitled to indemnification by the Debtors; or

(xxiv) The Debtors, without the Senior DIP Lender's prior written consent (which shall be given or refused in the Senior DIP Lender's sole and absolute discretion), and without written notice to the Junior DIP Lender, seek to modify, vacate or amend the DIP Orders or any DIP Documents.

(xxv) (a)The Debtors fail to make any payment (whether of principal, interest or any other amount) in respect of the Junior DIP Documents, when and as the same shall become due and payable or (b) any event or condition occurs that results in any indebtedness under the Junior DIP Documents becoming due prior to its scheduled maturity or that enables or permits (with or without notice the giving of notice, the lapse of time, or both) the holder or holders of any indebtedness under the Junior DIP Documents or any trustee or agent on its or their behalf to cause any Junior DIP Obligations to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity.

(c) Upon the occurrence of an Event of Default and after five (5) business days' written notice by the Senior DIP Lender to the Notice Parties (the "Default Notice Period"), and an opportunity to seek an expedited hearing before the Court, the automatic stay shall terminate, and the Senior DIP Lender and Junior DIP Lender shall be permitted to exercise any of their respective remedies permitted by law, including any of the following actions, without application or motion to, or further orders from, the Bankruptcy Court or any other court, and without interference from the Debtors or any other party in interest, unless the Court determines during the Default Notice Period that an Event of Default has not occurred:

(i) declare all or any portion of the outstanding Senior DIP Obligations or Junior DIP Obligations, as applicable, due and payable, whereupon the same shall become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Debtors;

(ii) set off any amounts held as Cash Collateral (including, without limitation, in any Cash Collateral account held for the benefit of the Senior DIP Lender or the Junior DIP Lender, as applicable);

(iii) enforce all liens and security interests in the DIP Collateral;

(iv) institute proceedings to enforce payment of such Senior DIP Obligations or the Junior DIP Obligations, as applicable;

(v) terminate the obligation of the Junior DIP Lender to make Junior Loans; and

(vi) exercise any other remedies and take any other actions available to it or them at law, in equity, under the Junior DIP Note, the Bankruptcy Code, other applicable law or pursuant to the DIP Order, including, without limitation, exercising any and all rights and remedies with respect to the DIP Collateral or any portion thereof;

provided, however, the Junior DIP Lender shall continue to fund the Debtors' operations, pursuant to the Budget, through the Default Notice Period.

(c) The Debtors and the Committee (if any), and any other party in interest shall be entitled to an emergency hearing before this Court within the Default Notice Period. If an emergency hearing is requested to be heard prior to the expiration of the Default Notice Period, then the Default Notice Period shall automatically be extended until the Court hears and rules with respect thereto.

(c) Subject to Section 4(b) above, if any Event of Default shall occur and be continuing, the Junior DIP Lender, subject to the rights of the Senior DIP Lender, may exercise in addition to all other rights and remedies granted to it in this Junior DIP Note and the DIP Orders, all rights and remedies of a secured party under the UCC (as defined below) or other applicable law. Without limiting the generality of the foregoing, each of the Debtors, on behalf of their estates, expressly agrees that in any such event the Junior DIP Lender, without demand of performance or other demand, advertisement, or notice of any kind (except the notice required by the DIP Orders or the notice specified below of time and place of public or private sale and subject to the rights of the Senior DIP Lender) to or upon the Debtors or any other person (all and each of which demands, advertisements, and/or notices (except the notice required by the DIP Orders or the notice specified below of time and place of public or private sale) are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith collect, receive, appropriate, and realize upon the DIP Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said DIP Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Junior DIP Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Subject to the rights of the Senior DIP Lender, the Junior DIP Lender shall have the right upon any such public sale or sales to purchase for cash or by credit bidding all or a part of the Junior DIP Obligations the whole or any part of said DIP Collateral so sold, free of any right or equity of redemption, which equity of redemption the Debtor hereby releases. Each of the Debtors, on behalf of its estate and subject to the rights of the Senior DIP Lender, further agrees, at the Junior DIP Lender's request, to assemble the DIP Collateral constituting movable tangible personal property and make it available to the Junior DIP Lender at places that the Junior DIP Lender shall reasonably select. The Junior DIP Lender shall apply the proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Junior DIP Obligations in the order reasonably deemed appropriate by the Junior DIP Lender, the Debtors' estates remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the Junior DIP Lender of any other amount required by any provision of law, including section 9-608(a)(1)(C) of the UCC, shall the Junior DIP Lender account for and pay over the surplus, if any, to the Debtors. To the maximum extent permitted by applicable law, the Debtors waive all claims, damages, and demands against the Junior DIP Lender arising

out of the repossession, retention, or sale of the DIP Collateral except such as arise out of the gross negligence or willful misconduct of the Junior DIP Lender. The Debtors agree that the Junior DIP Lender need not give more than five (5) business days' notice to the Debtors (which notification may run concurrently with any notice required under the DIP Orders and shall be deemed given when mailed, electronically delivered or delivered on an overnight basis, postage prepaid, addressed to the Debtors at the address set forth below) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. The Debtors' estates shall remain liable for any deficiency if the proceeds of any sale or disposition of the DIP Collateral are insufficient to pay all amounts to which the Junior DIP Lender is entitled.

(d) Subject to Section 4(b) above, except as otherwise expressly provided herein and in the DIP Orders, the Debtors hereby waive presentment, demand, protest, or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Junior DIP Note or any DIP Collateral. The Debtors' estates shall also pay all of the Junior DIP Lender's reasonable costs of collection if any Junior DIP Obligations are not paid when due, including, without limitation, court costs, collection expenses, reasonable out-of-pocket attorneys' fees, and other expenses which the Junior DIP Lender may incur or pay in the prosecution or defense of its rights hereunder, whether in judicial proceedings, including bankruptcy court and appellate proceedings, or whether out of Court.

(d) Except with respect to the payment of the Carve Out, the Junior DIP Lender's agreement to provide the Junior DIP Financing in accordance with the Junior DIP Documents and the Debtors' authorization to use Cash Collateral shall immediately and automatically terminate (except as the Senior DIP Lender may otherwise agree in writing in its reasonable discretion and with written notice to the Junior DIP Lender), upon the earliest to occur of any of the following (each, a "Termination Date"):

(i) September 30, 2025;

(ii) the date of final indefeasible payment and satisfaction in full in cash of both the Senior DIP Obligations and the Junior DIP Obligations;

(iii) the entry of an order by the Court granting a motion by the Debtors to obtain additional financing from a party other than Senior DIP Lender and the Junior DIP Lender under section 363 or 364 of the Bankruptcy Code unless the proceeds from such financing are used to immediately repay in cash the Senior DIP Obligations and the Junior DIP Obligations or unless such financing is subordinate to both the Senior DIP Obligations and the Junior DIP Obligations and consented to in writing by both the Senior DIP Lender and the Junior DIP Lender (which consent may be withheld in each of their sole and absolute discretion);

(iv) the dismissal of the Chapter 11 Cases or the conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(v) the DIP Order is stayed, reversed, vacated, amended or otherwise modified in any respect without the prior written consent of the Senior DIP Lender (which consent may be withheld in its sole and absolute discretion) and with written notice to the Junior DIP Lender;

(vi) the Effective Date; or

(vii) upon expiration of the Default Notice Period.

5. Security.

(a) To induce the Junior DIP Lender to make the Junior Loans, each Debtor hereby grants to the Junior DIP Lender, as security for the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of the Junior DIP Obligations, a continuing first priority lien and security interest (subject and subordinate only to the Carve Out and to the lien of the Senior DIP Lender) in and to any and all right, title or interest of the Debtors in and to all of the following, whether presently existing or at any time hereafter acquired, whether owned, leased or otherwise possessed, (capitalized terms used in clauses (i) through (xix) and not otherwise defined herein shall have the meanings provided for such term in the Uniform Commercial Code in effect on the date hereof in the State of Delaware (the "UCC")):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Deposit Accounts, including any monies or other property held therein;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles, including all intellectual property, including any trademarks or tradenames, and any licenses;

(vii) all Goods;

(viii) all Instruments;

(ix) all Inventory;

(x) all Investment Property;

(xi) all Letter-of-Credit Rights;

(xii) all real property;

(xiii) all motor vehicles;

(xiv) all Commercial Tort Claims;

(xv) all books and records pertaining to the Debtor, its business and any property described herein;

(xvi) all other personal property and other assets of the Debtor, whether tangible or intangible, wherever located, including money, letters of credit, and all rights of payment or performance under letters of credit;

(xvii) to the extent not otherwise included, all monies and other property of any kind that is received by the Debtor in connection with any refunds with respect to taxes, assessments and other governmental charges;

(xviii) all insurance claims; and

(xix) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits, and products of, each of the foregoing, and any proceeds of insurance, indemnity, warranty or guaranty payable to the Debtors' estates from time to time with respect to any of the foregoing.

(b) The granting clause herein is intended to supplement (not supersede) that which is provided for in the DIP Orders and the Junior DIP Loans and any other indebtedness or obligations, contingent or absolute (including, without limitation, the principal thereof, interest thereon, and costs and expenses owing in connection therewith) which may now or from time to time hereafter be owing by the Debtors to the Junior DIP Lender under the Junior DIP Note shall be secured as set forth herein, in the DIP Orders.

(c) The DIP Orders provide for the perfection, maintenance, protection, and enforcement of the Junior DIP Lender's security interest in the DIP Collateral. Upon the request of the Junior DIP Lender, the Debtors shall deliver to the Junior DIP Lender those Junior DIP Documents necessary or desirable to perfect the Junior DIP Lender's lien, including in letters of credit on which the Debtors are named as beneficiary and all acceptances issued in connection therewith. The Debtors shall take such other reasonable steps as are deemed necessary or desirable to maintain the Junior DIP Lender's security interest in the DIP Collateral.

(d) The Debtors hereby authorize the Junior DIP Lender to execute and file financing statements or continuation statements, and amendments thereto, on the Debtors' behalf covering the DIP Collateral. The Junior DIP Lender may file one or more financing statements disclosing the Junior DIP Lender's security interest under this Junior DIP Note without the signature of the Debtors appearing thereon. The Junior DIP Lender shall pay the costs of, or incidental to, any recording or filing of any financing statements concerning the DIP Collateral. The Debtors agree that a carbon, photographic, photostatic, or other reproduction of this Junior DIP Note or of a financing statement is sufficient as a financing statement.

(e) Except as otherwise provided for in this Junior DIP Note or in any DIP Order, or as otherwise contemplated by the terms of the RSA, until all Senior DIP Obligations and Junior DIP Obligations have been fully satisfied in cash and the Junior DIP Lender shall have no further obligation to make any Junior Loans hereunder, the Junior DIP Lender's security interest in the DIP Collateral, and all proceeds and products thereof, shall continue in full force and effect.

(f) Notwithstanding the preceding paragraphs, or any failure on the part of the Debtors to take any of the actions set forth therein, the liens and security interests granted herein shall be deemed valid, enforceable and perfected by entry of the final DIP Order. No financing statement, notice of lien, mortgage, deed of trust or similar instrument in any jurisdiction or filing office need be filed or any other action taken in order to validate and perfect the liens and security interests granted by or pursuant to this DIP Note and the DIP Orders.

(g) Other than with respect to the Carve Out and the Professional Fee Reserve, the priority of the Junior DIP Lender's liens on the DIP Collateral shall be senior to all liens existing as of the Petition Date, subject solely to the interest of the Senior DIP Lender, and for so long as any Junior DIP Obligations shall be outstanding, the Debtors hereby irrevocably waive any right, pursuant to sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, to grant any lien of equal or greater priority than the liens securing the Junior DIP Obligations, or to approve a claim of equal or greater priority than the DIP Obligations, unless otherwise permitted or provided for in the DIP Orders or effective upon the granting of any such lien or priority, the DIP Obligations shall be irrevocably paid in full in cash and the obligation to make Junior DIP Loans hereunder terminated.

(h) Upon entry of, subject to and in accordance with the DIP Orders, the Junior DIP Obligations of the Debtors hereunder and under the other Junior DIP Documents and the DIP Orders, shall at all times constitute allowed superpriority claims pursuant to section 364(c)(1) of the Bankruptcy Code.

(i) It is expressly agreed by the Debtors that, anything herein to the contrary notwithstanding, the Debtors shall remain liable under their postpetition contractual obligations to observe and perform all the conditions and obligations to be observed and performed by it thereunder, and the Junior DIP Lender shall not have any obligation or liability under any contractual obligations by reason of or arising out of this Junior DIP Note unless otherwise agreed to in writing by both the Senior DIP Lender and the Junior DIP Lender, and the Junior DIP Lender shall not be required or obligated in any manner to perform or fulfill any of the obligations of the debtors' estates under or pursuant to any contractual obligations, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contractual obligations, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

(j) Each Debtor hereby appoints the Junior DIP Lender, or any other person who the Junior DIP Lender may designate, as the Debtors' attorney-in-fact (such appointment being coupled with an interest and being irrevocable until Junior DIP Lender's liens and claims shall have been satisfied), at any time after (i) termination of the automatic stay (A) to do any act which Debtor is obligated to do hereunder, or (B) to exercise any of the rights and remedies available under the UCC or other applicable law to a secured party with a lien having the same priority as the Junior DIP Lender's lien on the DIP Collateral (and all acts of such attorney in fact or designee taken pursuant to this section are hereby ratified and approved by the Debtors and said attorney or designee shall not be liable for any acts or omissions nor for any error of judgment or mistake of fact or law, except for gross negligence or willful misconduct); *provided,*

however, the Junior DIP Lender shall provide prior or contemporaneous telephonic and electronic notice to the Debtors and any creditor entitled to notice with respect to any affected DIP Collateral of the exercise of any or all of its above-stated rights and powers.

6. Treatment of the Plan Sponsor and Junior DIP Lender.

Notwithstanding anything to the contrary contained herein, the form and substance of any and all legal and economic rights and treatment of the Plan Sponsor and the Junior DIP Lender in the Plan, the DIP Orders, the Junior DIP Note and any other orders entered by the Bankruptcy Court, or any other operative document, shall be subject to the consent of the Plan Sponsor, the Senior DIP Lender, and the Junior DIP Lender, in their respective reasonable discretion; provided that the terms of the Budget shall be mutually agreed upon by the Debtors and the DIP Lenders in an aggregate amount not to exceed $8,000,000, as may be modified from time to time by the Debtors with the consent of the DIP Lenders in their sole and absolute discretion, but without need for further Court approval. The order confirming the Plan shall be in a form and substance reasonably acceptable to both the Senior DIP Lender and the Junior DIP Lender in their reasonable discretion, and subject to the Subscription Option, shall provide for the Senior DIP Lender to be issued 100% of the equity of the reorganized Debtors free and clear of all liens, claims, rights, interests, security interests, and encumbrances of any kind (other than those expressly identified in writing as acceptable to the Senior DIP Lender in its sole and absolute discretion).

7. Miscellaneous.

(a) No course of action or delay or omission of Junior DIP Lender in exercising any right or remedy hereunder or under any other agreement or undertaking securing or related to this Junior DIP Note shall constitute or be deemed to be a waiver of any such right or remedy, and a waiver on the one occasion shall not operate as a bar to or waiver of any such right or remedy on any future occasion. The rights and remedies of Junior DIP Lender as provided herein shall be cumulative and concurrent and may be pursued singularly, successively or together at the sole discretion of Junior DIP Lender, and may be exercised as often as occasion therefor shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

(b) Subject to and limited by the DIP Orders, the Debtors agree to pay or reimburse the Junior DIP Lender for all of its reasonable costs and expenses incurred in connection with the collection, enforcement or preservation of any rights under this Junior DIP Note and the other Junior DIP Documents, including, without limitation, the fees and disbursements of counsel for the Junior DIP Lender, including reasonable attorneys' fees out of court, in trial, on appeal, in bankruptcy proceedings, or otherwise.

(c) This Junior DIP Note shall be binding upon and inure to the benefit of the Debtors and the Junior DIP Lender and their respective administrators, personal representatives, legal representatives, heirs, successors and assigns, except that no Debtor shall assign or transfer any of its rights and/or obligations hereunder, and any such assignment or transfer purported to be made by Debtor shall be null and void. The Junior DIP Lender may at any time transfer or

assign (or grant a participation in) any or all of its rights and/or obligations hereunder without the consent of the Debtors.

(d) If any provision of this Junior DIP Note is invalid, illegal, or unenforceable, the balance of this Junior DIP Note shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

(e) This Junior DIP Note shall be governed by and construed in all respects under the laws of the State of New York (except as governed by the Bankruptcy Code), without reference to its conflict of laws rules or principles. Each of the parties submits to the exclusive jurisdiction of the Bankruptcy Court for the Northern District of Texas or (if the Bankruptcy Court lacks or declines jurisdiction) any state or federal court sitting in the State of Texas, in any action or proceeding arising out of or relating to the Junior DIP Note, and each party agrees that all claims in respect of the action or proceeding may be heard and determined in any such court and agrees not to bring any action or proceeding arising out of or relating to the Junior DIP Note in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Each party agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such party by sending or delivering a copy of the process to the party to be served at the address of the party and in the manner provided for the giving of notices in Section 7(h) below. Each party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

(f) **THE JUNIOR DIP LENDER AND THE DEBTORS HEREBY KNOWINGLY VOLUNTARILY, INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREIN, OR ARISING OUT OF UNDER OR IN CONNECTION WITH THIS JUNIOR DIP NOTE AND THE OTHER JUNIOR DIP DOCUMENTS.**

(g) The Debtors, at their own expense, which shall be provided for in the Budget, shall take any lawful actions and execute, deliver, file and register any documents that the Junior DIP Lender may, in its discretion, deem reasonably necessary or appropriate in order to further the purposes of this Junior DIP Note.

(h) All notices hereunder shall be deemed given if in writing and delivered, if sent by email, courier, or by registered or certified mail (return receipt requested) to the following addresses and email addresses (or at such other addresses or facsimile numbers as shall be specified by like notice):

(i) If to the Debtors:

Higher Ground Education, Inc.
1321 Upland Dr. PMB 20442
Houston, Texas 77043
Attn: Jon McCarthy
Email: board@tohigherground.com

and

FOLEY & LARDNER LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Attention: Holland N. O'Neil, Esq.
Email: honeil@foley.com

and

1144 15th Street, Ste. 2200
Denver, CO 80202
Attention: Tim Mohan
Email: tmohan@foley.com

(ii) If to the Junior DIP Lender:

Guidepost Global Education, Inc.
1809 Pearl Street
Austin, Texas 78701
Attention: Greg Mauro
Email: greg@learn.vc

and

Kane Russell Coleman Logan PC
401 Congress Avenue
Suite 2100
Austin, Texas 78701
Attention: Jason Binford
Email: jbinford@krcl.com
Phone: 512-487-6566

or to such other address as any party hereto shall notify the other parties hereto (as provided above) from time to time.

[Signature page is next page]

IN WITNESS WHEREOF, the Debtors have executed this Junior DIP Note as of the date first written above.

BORROWERS:

HIGHER GROUND EDUCATION INC.

By: _____
Name: _____
Title: _____

GUIDEPOST A LLC

By: Higher Ground Education Inc.
Its: Sole Member and Manager

By: _____
Name: _____
Title:

PREPARED MONTESSORIAN LLC

By: Higher Ground Education Inc.
Its: Sole Member and Manager

By: _____
Name:
Title: _____

TERRA FIRMA SERVICES LLC

By: Higher Ground Education Inc.
Its: Sole Member and Manager

By: _____
Name: _____
Title: _____

EXHIBIT A TO JUNIOR DIP NOTE

BUDGET

(Attached as Exhibit A to Senior DIP Note)

EXHIBIT B TO JUNIOR DIP NOTE

(Attached as Exhibit B to Senior DIP Note)