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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., <i>et al.</i> , <sup>1</sup>	§	
	§	Case No.: 25-80121-11
Debtor.	§	
	§	(Jointly Administered)

**DEBTORS' OMNIBUS MOTION FOR ENTRY OF AN ORDER  
(I) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF  
CERTAIN UNEXPIRED LEASES, 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**

<sup>1</sup> 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 Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Naperville LLC (8046); 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.



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, 14<sup>th</sup> 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' Omnibus Motion for Entry of an Order (I) Authorizing the Assumption and Assignment of Certain Unexpired Leases, and (II) Granting Related Relief* (this "**Motion**").<sup>2</sup> In support of this Motion, the Debtors respectfully represent as follows:

**I.**  
**JURISDICTION, VENUE, AND PREDICATES FOR RELIEF**

1. The United States Bankruptcy Court for the Northern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to Rule 7008

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declaration (defined below).

of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the entry of a final order by the Court.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested herein are sections 105(a) and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”), Bankruptcy Rule 6006, and Rule 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “**Local Rules**”).

## **II.** **RELIEF REQUESTED**

4. The Debtors seek entry of an order in the attached proposed form (the “**Order**”) authorizing the Debtors to (a) assume certain unexpired leases (the “**Assigned Leases**”) related to the Transaction Services Agreements (“**TSAs**”) listed on **Schedule 1** to the Order (the “**Assumption List**”) and assign such Assigned Leases to non-debtors: Guidepost Global Education, Inc. (“**GGE**”), Cosmic Education Americas Limited (“**CEA**”), and TNC Schools LLC (“**TNC**,” and with GGE and CEA and each of their affiliates, the “**Foreclosure Buyers**”); and (b) and perform their obligations thereunder.<sup>3</sup>

## **III.** **BACKGROUND**

### **A. Overview of the Chapter 11 Cases**

5. 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

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<sup>3</sup> The TSAs also require that the Debtors assign certain contracts to the Foreclosure Buyers. To that end, The Debtors are still in the process of reviewing their books and records but anticipate that they will need to seek additional relief to assume and assign other related executory contracts and unexpired leases.

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**”).

6. On June 17, 2025 and June 18, 2025 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11. 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.

**B. The Prepetition Foreclosures and the Assigned Leases**

7. As stated in the First Day Declaration, three different pre-petition Foreclosures (as defined in the First Day Declaration) and sales occurred with the Foreclosure Buyers acquiring the foreclosed assets (the “**Foreclosed Assets**”). At the time of the Foreclosures, none of the Foreclosure Buyers were in a position to operate the Foreclosed Assets or the centralized management functions maintained at HGE. In an effort to minimize any disruptions at the Foreclosed Assets, including keeping employees employed and students in Schools, the Debtors entered into various TSAs with each of GGE, CEA, and TNC. One of the Debtors’ obligations under the TSAs was to assist in the assignment of the Assigned Leases that are in the name of the debtors to the Foreclosure Buyers to ensure minimal impact on the Schools.

8. On June 1, 2025, substantially all of the Debtors’ corporate employees ceased employment with the Debtors and began employment with GGE. As a result, the Debtors no

longer had the staffing necessary to perform the certain services under the TSAs for the benefit the Foreclosure Buyers. Therefore, the TSAs were terminated, effective June 1, 2025. Despite their termination, certain of the Debtors' obligations under the TSAs continue—namely, the Debtors' obligation to assist with the assumption and assignment of the Assigned Leases. Indeed, the assumption and assignment of the Assigned Leases remain necessary in order to facilitate and ensure the continued operations of the foreclosed-upon Schools.

9. As such, after extensive discussions with the Foreclosure Buyers, the Debtors have agreed to assume and assign the Assigned Leases set forth on the Assumption List (attached as **Schedule 1** to the Order, which identifies the counterparties thereto, the “**Contract Counterparties**”). The Assumption List discloses the proposed cure amount for each Assigned Lease, as of the filing of this Motion, and the proposed assignee for each lease selected for assumption and assignment.

**C. The Proposed Cure Amounts of the Assigned Leases**

10. The Debtors do not believe that any cure amounts are payable under the Assigned Leases as of the Petition Date. In the event cure amounts are owed and consistent with the TSAs, the Foreclosure Buyers—not the Debtors—will pay outstanding obligations owed to Contract Counterparties under the Assigned Leases and cure defaults under the Assigned Leases.

11. The Assumption List includes cure amounts for the Assigned Leases calculated based upon the Debtors books and records as of the Petition Date (the “**Proposed Cure Amounts**”). If a Contract Counterparty disagrees with the Proposed Cure Amounts, then such Contract Counterparty can file an objection to this Motion and the proposed assumption and assignment of such Assigned Lease.

**IV.**  
**BASIS FOR RELIEF**

**A. Assumption and Assignment of the Assigned Leases Constitute a Sound Exercise of the Debtors' Reasonable Business Judgment**

12. Section 365(a) of the Bankruptcy Code provides that a debtor in possession “subject to the court’s approval, may assume . . . any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). Section 365(f) allows a debtor in possession to assign any executory contract or unexpired lease that it has assumed, if adequate assurance of future performance by the assignee of such contract is provided. 11 U.S.C. § 365(f).

13. A debtor’s assumption and/or assignment of an executory contract or unexpired lease is ordinarily governed by the “business judgment” standard. *See Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 587 U.S. 370, 374 (2019) (“The bankruptcy court will generally approve that choice [to assume or reject], under the deferential ‘business judgment’ rule”).

14. The “business judgment” test merely requires a showing that assumption and/or assignment of the unexpired lease or contract will benefit the debtor’s estate, and courts will approve such decision unless the decision is the product of bad faith, whim or caprice. *See In re Pisces Energy, LLC*, 2009 Bankr. LEXIS 4709, at \*18 (Bankr. S.D. Tex. Dec. 21, 2009) (“In the absence of a showing of bad faith . . . the debtor’s business judgment will not be altered.”) (quoting *NLRB v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982), *aff’d*, 465 U.S. 513 (1984)).

15. Upon finding that a debtor exercised its sound business judgment, a court should approve assumption and assignment under section 365 of the Bankruptcy Code. *See Richmond Leasing Co. v. Cap. Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (“As long as assumption of a lease appears to enhance a debtor’s estate, court approval of a debtor-in-possession’s decision to assume the lease should only be withheld if the debtor’s judgment is clearly erroneous, too

speculative, or contrary to the provisions of the Bankruptcy Code.”) (quoting *Allied Technology, Inc. v. R.B. Brunemann & Sons*, 25 B.R. 484, 495 (Bankr. S.D. Ohio 1982)).

16. Assumption and assignment of the Assigned Leases is well within the Debtors’ reasonable business judgment, is in the best interests of their estates and stakeholders and is necessary to implement the terms of the TSAs and continue the Debtors’ operations during the Chapter 11 Cases. Although the TSAs have since terminated, it is the Debtors’ belief that their obligation to facilitate the assignment of the Assigned Leases continues. Indeed, the Foreclosure Buyers require the services provided through the Assigned Leases to ensure a successful transition of the foreclosed Schools. Conversely, the Debtors no longer require the Assigned Leases for their business operations, given the Debtors’ exit from owning and managing the foreclosed Schools included in the Foreclosed Assets. Accordingly, assuming and assigning the Assigned Leases is a reasonable exercise of the Debtors’ business judgment.

**B. The Cure and Adequate Assurance Requirements of Section 365 of the Bankruptcy Code Are Satisfied**

17. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, a debtor may not assume an executory contract or unexpired lease unless, at the time of assumption, the debtor cures or provides adequate assurance that the debtor will promptly cure any existing default. *See* 11 U.S.C. § 365(b)(1)(A); *see also Lifemark Hospitals, Inc. v. Liljeberg Enters. (In re Liljeberg Enters., Inc.)*, 304 F.3d 410, 444 (5th Cir. 2002) (holding that the debtor must provide adequate assurance that it will cure the default amount); *L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000) (finding that the debtor must cure defaults or provide adequate assurance of a prompt cure). Further, pursuant to section 365(b)(1)(C) of the Bankruptcy Code, if a default is outstanding, a debtor seeking to assume an executory contract or unexpired lease must provide adequate assurance of future performance under such contract or lease. *See* 11

U.S.C. § 365(b)(1)(C). And pursuant to section 365(f) of the Bankruptcy Code, the assignee of any assigned contracts must show adequate assurance of future performance. See 11 U.S.C. § 365(f)(2).

18. Section 365's requirements are met here. Subject to the terms of TSAs, the Foreclosure Buyers have agreed to pay valid amounts owing to the Debtors' vendors, subcontractors, and landlords with respect to the Foreclosed Assets. The Foreclosure Buyers will reconcile the Proposed Cure Amounts, if any, owed to the Contract Counterparties and continue paying validated amounts, satisfying the TSAs provision allowing the Foreclosure Buyers to reconcile invoices related to the Foreclosed Assets and section 365(b)'s requirement that any contractual defaults be "promptly cure[d]." 11 U.S.C. § 365(b)(1)(A). Moreover, the Assigned Leases are being assigned to the Foreclosure Buyers, which have agreed to perform under the Assigned Leases. These commitments ensure that the Assigned Leases will, if necessary, be cured and provide adequate assurance of future performance under the Assigned Leases.

**C. The Court Should Authorize this Omnibus Request Under Bankruptcy Rule 6006**

19. Pursuant to Bankruptcy Rule 6006(e), the Debtors may seek authority to assume and assign multiple executory contracts in one motion if "(1) all executory contracts or unexpired leases to be assumed or assigned are between the same parties or are to be assigned to the same assignee; (2) the trustee seeks to assume, but not assign to more than one assignee, unexpired leases of real property; or (3) the court otherwise authorizes the motion to be filed." Fed. R. Bankr. P. 6006(e).

20. The Debtors request that the Court grant the Debtors authority to assume and/or assign multiple executory contracts under Bankruptcy Rule 6006(e)(3). Assuming and assigning the Assigned Leases is a necessary step to successfully fulfill the Debtors' continued obligations under the TSAs and transition the Assigned Leases to the Foreclosure Buyers. Requiring the



Debtors to file a separate motion for each Assigned Lease would unnecessarily burden the Debtors' estates and delay implementation of the TSAs. Accordingly, the Court should authorize the assumption and assignment of the Assigned Leases via this Motion pursuant to Bankruptcy Rule 6006(e)(3).

21. Separately, Bankruptcy Rule 6006(f) requires that a motion to assume multiple executory contracts or unexpired leases must:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. specify the terms, including the curing of defaults and the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assumption and assignment.
- d. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- e. be limited to no more than 100 executory contracts or unexpired leases.

*See* Fed. R. Bankr. P. 6006(f). The Debtors submit that the Motion is consistent with Bankruptcy Rule 6006(f). The Motion conspicuously states that all Landlords should locate their names and leases attached to the Assumption List, attached hereto as Schedule 1. Moreover, **Schedule 1** lists sixty-four (64) Contract Counterparties in alphabetical order, identifies each Assigned Lease, and provides the proposed cure amount.

## **V.** **RESERVATION OF RIGHTS**

22. 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 or any party in interest under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights 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 waiver of any claims or causes of action which may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, except for the assumption and assignment of the Assigned Leases identified on the Assumption List; (g) a waiver or limitation of the Debtors', and the Foreclosure Buyers rights under the Bankruptcy Code or any other applicable law; and (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.

## **VI.** **NOTICE**

23. The Debtors will provide notice of this Motion 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; (h) the Contract Counterparties; and (i) 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.

24. The pleadings in these Chapter 11 Cases and supporting papers are available on the Debtors' website at [www.veritaglobal.net/HigherGround](http://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](mailto: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 15<sup>th</sup> 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.mcguiffey@foley.com) and Quynh-Nhu Truong (qtruong@foley.com).

*[Remainder of page intentionally left blank.]*

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

DATED: June 27, 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 27, 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

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

In re:	§	
	§	Chapter 11
Higher Ground Education, Inc., <i>et al.</i> , <sup>1</sup>	§	
	§	Case No.: 25-80121-11
Debtor.	§	
	§	(Joint Administration Requested)

**ORDER GRANTING DEBTORS' OMNIBUS MOTION FOR ENTRY OF AN  
ORDER (I) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF  
CERTAIN UNEXPIRED LEASES, AND (II) GRANTING RELATED RELIEF**

---

<sup>1</sup> 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 Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Naperville LLC (8046); 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**”)<sup>2</sup> 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 authorizing, but not directing, the debtors to assume and assign certain executory unexpired leases listed on **Schedule 1**, attached hereto (collectively, the “**Assigned Leases**”) and granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this 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 Assigned Leases listed on **Schedule 1**, attached hereto (the “**Assumption List**”), are assumed and assigned to the applicable assignee designated on the Assumption List,

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

pursuant to sections 105(a) and 365 of the Bankruptcy Code, in each case effective as of the Petition Date.

3. The Proposed Cure Amounts are set forth in the Assumption List are approved. For the avoidance of doubt, the Debtors shall have no liability for such Proposed Cure Amounts, and the Contract Counterparties shall have no recourse to the Debtors for satisfaction of such Proposed Cure Amounts.

4. Nothing contained in the Motion or this Order, nor any action taken pursuant thereto, nor any payment made pursuant to the authority granted thereby, is intended to be or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity or any other party in interest under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim except as otherwise expressly provided herein; (d) an implication or admission that any claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a waiver of any claims or causes of action that may exist against any creditor or interest holder; (f) except as otherwise expressly provided herein, a bar or disallowance of any creditors' claim against the Debtors; (g) a limitation of any creditors' right to assert a claim against the Foreclosure Buyers for performance under its respective contract; (h) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, except for the assumption and assignment of the Assigned Contracts identified on the Assumption List; (i) a waiver or limitation of the Debtors' and Foreclosure Buyers' rights under the Bankruptcy Code or any other applicable law; or (j) a waiver of any claims that the Debtors or any party in interest may



have against any Contract Counterparty, whether or not such claims arise under, are related to the assumption of, or are independent of the Assigned Leases.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the Bankruptcy Local Rules are satisfied by such notice.

6. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6006.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**###END OF ORDER###**

Submitted by:

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

**SCHEDULE 1**

No.	School Name	Debtor-Tenant	Landlord/Counterparty	Lease Date	School Address	Proposed Assignee	Proposed Cure Amount
1.	Alicia	Guidepost A LLC	Shatrujeet Inc	5/26/2022	25261 Paseo De Alicia, Laguna Hills, CA, 92653	GGE	\$0
2.	Arbor Spring	Guidepost A LLC	NVS PROPERTIES XI LLC	3/19/2022	430 Arbor Spring Drive, Ballwin, IL, 63021	GGE	\$0
3.	Baymeadows	HGE FIC I LLC	FORTIS B LLC	7/8/2020	8401 Baymeadows Way, Jacksonville, FL, 32256	CEA	\$0
4.	Bee Cave	Guidepost A LLC	Teardrop Partners L.P.	11/11/2013	14058 Bee Cave Parkway, Bee Cave, TX, 78738	TNC	\$0
5.	Blue Ash	Guidepost A LLC	NVS PROPERTIES 23, LLC	11/15/2022	11179 Lushek Drive, Blue Ash, OH, 45241	GGE	\$0
6.	Bridgewater	HGE FIC L LLC	NVS PROPERTIES V LLC	3/29/2021	1246 US-206, Bridgewater Township, NJ, 08807	CEA	\$0
7.	Brushy Creek	Guidepost A LLC	Richard Freeman Trust and Micah Freeman Trust	8/30/2018	3017 Polar Lane, Cedar Park, TX, 78613	TNC	\$0
8.	Burr Ridge	Guidepost A LLC	G2MKLN, LLC	1/29/2021	7508 S. Countyline Road, Burr Ridge, IL, 60527	TNC Burr Ridge LLC	\$0
9.	Cary	Guidepost A LLC	HGIT 302 Colonades Way LLC	6/14/2022	316 Colonades Way, Suites C-103 & C-107, Cary, NC, 27518	GGE	\$0
10.	Celebration Park	HGE FIC M LLC	Federal Way School LLC	3/28/2022	1122 S. 322nd Place, Federal Way, WA, 98003	CEA	\$0
11.	Central West End	Guidepost A LLC	4150 Laclede LLC	2/26/2020	4150 Laclede Avenue, St. Louis, MO, 63108	GGE	\$0

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12.	Chantilly	Guidepost A LLC	DAYCARE PROPERTIES, LLC	11/17/2015	4550 Walney Road, Chantilly, VA, 20151	GGE	\$0
13.	Cypress Creek	Guidepost A LLC	Crest Properties LLC	8/30/2018	2006 Sun Chase Boulevard, Cedar Park, TX, 78613	GGE	\$0
14.	Deerbrook	HGE FIC I LLC	Deerfield 1085 LLC	1/13/2023	1085 Lake Cook Road, Deerfield, IL, 60015	CEA	\$0
15.	Deerfield	Guidepost A LLC	R&P Alpharetta GA LLC	12/4/2018	3105 Webb Road, Alpharetta, GA, 30004	GGE	\$0
16.	Downers Grove	HGE FIC M LLC	Downers 925 LLC	12/11/2020	925 W. Ogden Avenue, Downers Grove, IL, 60515	CEA	\$0
17.	Eldorado	Guidepost A LLC	Crazy Beagle, LLC	1/24/2017	7508 Eldorado Parkway, McKinney, TX, 75070	TNC	\$0
18.	Emeryville	Guidepost A LLC	Guidepost Emeryville LLC	3/23/2015	1450-1452 63rd Street, Emeryville, CA, 94608	CEA	\$0
19.	Evanston	HGE FIC I LLC	La Cresenta Apartments	8/29/2019	1012-1014 Davis Street, Evanston, IL, 60201	CEA	\$0
20.	Fairfax	Guidepost A LLC	Fairfax Virginia Post 777, American Legion Inc	12/18/1997	3909 Oak Street, Fairfax, VA, 22030	GGE	\$0
21.	Flower Mound	HGE FIC D LLC	JD Properties Vancouver, LLC and J.K. Lamb, LLC	11/19/2020	2501 Simmons Road, Flower Mound, TX, 75022	CEA	\$0
22.	Folsom	Guidepost A LLC	777 Levy Road, LLC	4/15/2019	777 Levy Road, Folsom, CA, 95630	GGE	\$0
23.	Folsom	Guidepost A LLC	Levy Road JLFT LLC	4/15/2019	791 Levy Road, Folsom, CA, 95630	GGE	\$0

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24.	Foothill Ranch	HGE FIC B LLC	Jaber J. Khuri Irrevocable Trust, Paul J. Khuri Irrevocable Trust, Tony J. Khuri Irrevocable Trust	10/14/2016	26462 Towne Centre Drive, Foothill Ranch, CA, 92610	CEA	\$0
25.	Galleria	Guidepost A LLC	FW TX-Woodway Collection, L.P	1/4/2021	1371 South Voss Road, Houston, TX, 77057	GGE	\$0
26.	Gambrills	Guidepost A LLC	Allan, Finney &Lyle, LLC	7/1/2013	1305 Riedel Road, Gambrills, MD, 21054	GGE	\$0
27.	Goodyear	Guidepost Goodyear LLC	1832 Litchfield LLC	3/1/2023	1832 N. Litchfield Road, Goodyear, AZ, 85395	CEA	\$0
28.	Hampshire	Guidepost A LLC	Cameron Management LLC	3/23/2020	6008 Hampshire Circle, Waldorf, MD, 20603	GGE	\$0
29.	Hillsboro	Guidepost A LLC	1282 3rd ST. LLC	4/15/2022	2802 SE 70th Avenue, Hillsboro, OR, 97123	GGE	\$0
30.	Hollywood Beach	HGE FIC E LLC	2230 - 2402 Hollywood LLC	4/30/2018	2230 & 2402 Hollywood Blvd., Hollywood, FL, 33020	CEA	\$0
31.	Hurst	Guidepost A LLC	Cove Texas Net Lease 67 MT, LLC	12/17/2021	110 Grapevine Hwy, Hurst, TX, 75025	GGE	\$0
32.	Katy	Guidepost A LLC	Harvest Guidepost Katy LLC	9/11/2019	21418 Kingsland Boulevard, Katy, TX, 77450	GGE	\$0
33.	Laurel Oak	HGE FIC G LLC	Falcone Company LP	9/25/2018	1004 Laurel Oak Road, Voorhees Township, NJ, 08043	CEA	\$0
34.	Lawrenceville	Guidepost A LLC	PALIBA REALTY TRUST	3/6/1998	222 Federal City Road, Lawrenceville, NJ, 08648	GGE	\$0

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35.	Lincoln Park	Guidepost A LLC	RV 2301 N Clark St LLC	8/30/2019	2301 North Clark Street, Chicago, IL, 60614	GGE	\$0
36.	Lynnwood	Guidepost A LLC	RIVERSIDE PALM COURT LLC	1/25/2022	5421 196th Street SW, Lynnwood, WA, 98036	CEA	\$0
37.	Magnificent Mile	HGE FIC D LLC	OPTIMA CENTER CHICAGO II, LLC	3/8/2018	226 East Illinois Street, Chicago, IL, 60611	CEA	\$0
38.	Mahwah	HGE FIC G LLC	Harveston-SAB South LLC	1/8/2021	25 Edison Road, Mahwah, NJ, 07430	CEA	\$0
39.	Mansfield	Guidepost A LLC	Cove Texas Net Lease 67 MT, LLC	2/17/2022	2271 Matlock Road, Mansfield, TX, 76063	GGE	\$0
40.	Marietta	Guidepost A LLC	Hanoy Georgia, LLC	1/21/2021	2358 Shallowford Road, Marietta, GA, Marietta, GA, 30066	GGE	\$0
41.	Mill Valley	Guidepost A LLC	Gregcoh LLC	8/9/2023	270 Miller Avenue, Mill Valley, CA, 95630	GGE	\$0
42.	Montclair	Guidepost A LLC	B&P Realty and Management LLC and Lenlo Realty LLC	7/10/2020	3551 Waterway Drive, Montclair, VA, 22025	GGE	\$0
43.	North Scottsdale	Guidepost A LLC	3501 W. Segerstrom LLC	7/8/2020	20624 N 76th St, Scottsdale, AZ, 85255	GGE	\$0
44.	North Wales	Guidepost A LLC	Upper Gwynedd Equities LLC	8/13/2021	467 Sumneytown Pike, Suite 200, Upper Gwynedd, PA, 19454	CEA	\$0
45.	Old Town	HGE FIC L LLC	Onni Atrium Development LP	1/16/2020	311 W. Division Street, Chicago, IL, 60610	CEA	\$0
46.	Palm Beach Gardens	HGE FIC I LLC	FORTIS A LLC	6/22/2020	353 Hiatt Drive, Palm Beach Gardens, FL, 33418	CEA	\$0

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47.	Paradise Valley	HGE FIC L LLC	DV 20 AC LIMITED LABILITY PARTNERSHIP	6/21/2021	4856 E Greenway Road, Scottsdale, AZ, 85254	CEA	\$0
48.	Peoria	HGE FIC E LLC	SS Peoria Arizona, LLC	2/26/2018	20565 Fletcher Way, Peoria, AZ, 85382	CEA	\$0
49.	Plum Canyon	HGE FIC F LLC	Intertex Plum Canyon, LLC	5/1/2018	19141 Skyline Ranch Road, Santa Clarita, CA, 91350	CEA	\$0
50.	Reston	Guidepost A LLC	DAYCARE PROPERTIES, LLC	11/17/2015	11579 Cedar Chase Road, Reston, VA, 20170	GGE	\$0
51.	Richardson	Guidepost Richardson LLC	1140 W Campbell Road LLC	3/21/2023	1140 W. Campbell Road, Richardson, TX, 75080	CEA	\$0
52.	Round Rock	Guidepost A LLC	7210 Wyoming Springs Property, LLC	7/1/2020	7210 Wyoming Springs Drive, Round Rock, TX, 78681	TNC	\$0
53.	San Rafael	HGE FIC L LLC	Quattro San Rafael LLC	2/21/2022	11 Professional Center Parkway, San Rafael, CA, 94903	CEA	\$0
54.	Somerset	Guidepost A LLC	Jans Realty LLC	9/15/2020	121 Pierce Drive, Somerset, NJ, 08873	GGE	\$0
55.	South Beaverton	Guidepost A LLC	Beaverton 12650 LLC	4/1/2021	12650 SW Brockman, Beaverton, OR, 97008	GGE	\$0
56.	South Naperville	HGE FIC F LLC	The Janet Fargo Exemption Trust and Labonnevie Ventures, LLC	12/11/2018	5051 Ace Lane, Naperville, IL, 60564	CEA	\$0
57.	South Riding	GUIDEPOST SOUTH RIDING	Hanoy Virginia	10/15/2020	43181 Amberwood Plaza, Chantilly, VA, 20152	CEA	\$0



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58.	The Woodlands	GUIDEPOST THE WOODLANDS LLC	CQFT, LLC	7/26/2022	2280 Buckthorne Place, Spring, TX, 77380	CEA	\$0
59.	Timber Ridge	HGE FIC B LLC	CASA Timber Ridge, LLC	4/25/2017	2550 Timber Ridge Dr., Frisco, TX, 75034	CEA	\$0
60.	West Alex	Guidepost A LLC	WRI Gateway Alexandria, LLC	6/12/2019	3475 N. Beauregard Street, Suite 301, Alexandria, VA, 22302	GGE	\$0
61.	Westlake	HGE FIC K LLC	BWO Acquisition, Ltd.	10/16/2013	4613-B Bee Caves Road, West Lake Hills, TX, 78746	TNC	\$0
62.	Wicker Park	HGE FIC B LLC	555 Bryant Partners, LLC	4/20/2017	1530 North Damen Avenue, Chicago, IL, 60622	CEA	\$0
63.	Williamsburg	HGE FIC C LLC	QUEEN GARDENS REALTY LLC	1/2/2018	717 Driggs Avenue, Brooklyn, NY, 11211	CEA	\$0
64.	Worthington	HGE FIC I LLC	AUDRA ROBBINS, AS SOLE TRUSTEE OF THE ROBBINS TRUST DATED 8/31/2018	8/17/2021	125 Dillmont Dr., Columbus, OH, 43236	CEA	\$0