



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

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

Signed August 12, 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., <i>et al.</i> , <sup>1</sup>	§	
	§	Case No.: 25-80121-11 (MVL)
Debtor.	§	
	§	(Jointly Administered)

**AMENDED JOINT STIPULATION AND AGREED ORDER GRANTING  
LEARN CAPITAL, LLC AND AFFILIATED ENTITIES  
AN EXTENSION TO FILE PROOFS OF CLAIM**

This stipulation (the “**Stipulation**”) is entered into by and among Higher Ground Education, Inc. and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”)

<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.



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and Learn Capital LLC and its affiliated entities, including but not limited to Learn Capital Venture Partners IV, L.P. in its capacity as Collateral Agent (the “**NPA Collateral Agent**”) for all notes issued and/or subject to issuance<sup>2</sup> under the Note Purchase Agreement (the “**NPA**”) entered into by the Debtors dated May 31, 2024 (collectively, “**Learn Capital**” and together with the Debtors, the “**Parties**”), as of the date set forth below granting Learn Capital an extension of the deadline by which to file proofs of claim, according to the terms and conditions set forth below:

### **RECITALS**

**WHEREAS**, on June 17, 2025, and June 18, 2025 (collectively, 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; and

**WHEREAS**, on June 20, 2025, the Court entered the *Order (I) Authorizing the Debtors to Serve a Consolidated List of Creditors; (II) Authorizing the Debtors to Redact Certain Personal Identification Information; (III) Approving the Form and Manner of Notifying Creditors of the Commencement of the Debtors’ Chapter 11 Cases and Bar Dates; and (IV) Granting Related Relief* (the “**Bar Date Order**”) establishing, among other things, August 7, 2025 as the deadline to file proofs of claim against any of the Debtors (excluding claims held by governmental units (as defined in section 101(27) of the Bankruptcy Code)) (the “**General Bar Date**”) [ECF No. 57]; and

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<sup>2</sup> Certain of the individual convertible promissory notes that were subject to the NPA were not converted by the Debtors under the NPA. For the avoidance of doubt, the Parties contemplate and agree that these notes are to be included in and subject to the terms of this Stipulation.

**WHEREAS**, on July 8, 2025, the United States Trustee filed the *Notice of Appointment of Official Unsecured Creditors' Committee* [ECF No. 158], appointing an Official Unsecured Creditors' Committee ("UCC") in the above-referenced case; and

**WHEREAS**, Learn Capital has entered into an agreement with the Debtors by which the Debtors agreed to an extension of the General Bar Date as it pertains to Learn Capital; and

**WHEREAS**, the Debtors agree that Learn Capital will have until on or before August 21, 2025, to file proofs of claim on behalf of Learn Capital; and

**WHEREAS**, counsel for the UCC has advised counsel for Learn Capital that the UCC does not oppose an extension of the General Bar Date as it pertains to Learn Capital as set forth herein; and

**WHEREAS**, the Debtors agree that Learn Capital shall be authorized in its capacity as NPA Collateral Agent to file proofs of claim or a single Master Proof of Claim on behalf of holders of notes issued under the NPA.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, BY AND AMONG THE PARTIES, THROUGH THEIR UNDERSIGNED COUNSEL, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED THAT:**

1. Each of the Recitals as set forth above is incorporated herein by reference.
2. Notwithstanding anything to the contrary set forth in the Bar Date Order, the Bar Date Notice, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Northern District of Texas, and/or the Procedures for Complex Cases in the Northern District of Texas that would otherwise require Learn Capital to file proofs of claim on the original bar date, it is expressly agreed herein that the filing of a proof of claim or proofs of

claim by Learn Capital as contemplated herein shall be deemed timely filed when filed on or by August 21, 2025.

3. Nothing herein shall prejudice any Debtors' or any other party's rights to object to any proof of claim filed by Learn Capital on any basis, and any such rights, along with Learn Capital's defenses to such objections, are hereby preserved.

4. This Stipulation is intended solely for the purpose of administrative convenience and, except to the extent expressly set forth herein, shall not be deemed to constitute an agreement or admission as to the validity of any claims and shall not affect the substantive rights of the Debtors, Learn Capital, or any other party in interest, including with respect to the extent, validity, perfection, enforceability, allowance, amount, or priority of Learn Capital's claims or with respect to any objection, defense, offset, or counterclaim related to Learn Capital's claims or any party's rights to contest, object to, or seek to disallow, and/or expunge any proofs of claims filed by Learn Capital on any grounds not inconsistent with this Stipulation.

5. Unless the Parties expressly agree otherwise, this Stipulation and the above-noted procedure shall also apply to any amendments that Learn Capital may make with respect to any proof of claim against any of the Debtors. The Debtors hereby reserve all rights with respect to such amendments, including but not limited to their right to object to such amendments on any grounds not inconsistent with this Stipulation.

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

**STIPULATED AND AGREED:**

/s/ Tim Mohan

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