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**COUNSEL TO DEBTORS AND  
DEBTORS IN POSSESSION**

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

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

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**DECLARATION OF JONATHAN MCCARTHY IN SUPPORT OF  
DEBTORS' MOTION FOR ENTRY OF AN ORDER (A) AUTHORIZING  
THE DISTRIBUTION OF CASH RECEIPTS TO GUIDEPOST GLOBAL  
EDUCATION, INC. AND (B) GRANTING RELATED RELIEF**

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<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 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.

1. I am the Interim President and Secretary of the debtor and debtor in possession Higher Ground Education, Inc. (“**HGE**” together with its affiliates, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). I was appointed to my role by the sole independent board member of the HGE Board of Directors (the “**Board**”), Marc D. Kirshbaum following the resignation of the Debtors’ officers. Prior to this role, I served, and continue to serve, as a director on the Board and have been an HGE director since September 2020.

2. I submit this declaration (the “**Declaration**”) in support of the *Debtors’ Motion for Entry of an Order (A) Authorizing the Distribution of Cash Receipts to Guidepost Global Education, Inc. and (B) Granting Related Relief* (the “**Motion**”)<sup>2</sup> [Docket No. 304]. Pursuant to the Motion, the Debtors seek authority, but not direction, to distribute approximately \$404,832.52 to Guidepost Global Education, Inc. (“**GGE**”) that were incorrectly received by the Debtors (the “**GGE Cash Receipts**”). I understand the GGE Cash Receipts also includes credits for cash receipts that belong to the Debtors but were inadvertently received by GGE. A schedule of the GGE Cash Receipts is attached hereto as **Exhibit A**.

3. I have reviewed the Motion and I understand and agree with the facts as set forth therein, and with the relief being sought by the Motion. The statements in this Declaration are, except where specifically noted, based on my personal knowledge or opinion, and/or on information that I have received from the Debtors’ advisors. If I were called upon to testify, I could and would competently testify to the facts set forth herein on that basis. I am authorized to submit this Declaration on behalf of the Debtors.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or First Day Declaration, as applicable.

**I.**  
**THE MANAGEMENT SERVICES AGREEMENT**

4. As noted in my First Day Declaration, on June 1, 2025, substantially all of the Debtors' corporate employees ceased employment with the Debtors and began employment with GGE. As the Debtors have ongoing operations and the need to perform several business functions, the Debtors and GGE entered into a Management Services Agreement, effective as of June 1, 2025 (the "**MSA**"). A true and correct copy of the MSA is attached hereto as **Exhibit B**.

5. I believe the MSA is necessary for the Debtors to continue operating during the pendency of these Chapter 11 Cases and to continue utilizing several business functions, including, among others, financing and accounting, human resources, and real estate matters. Under the MSA, GGE performed and continues to perform reconciliations of cash receipts to ensure that funds are being properly received and allocated to the correct entity. Conversely, GGE reconciles invoices and expenses to ensure that such expenses are properly allocated between the Debtors and GGE.

6. I understand that following the foreclosures of significant Debtors assets, GGE, Cosmic Education Americas Limited, and TNC Schools LLC (collectively, the "**Foreclosure Buyers**") worked to transition all cash operations for the foreclosed assets to their cash management system. While the Foreclosure Buyers have effectuated this transfer of operations, I understand that the Debtors still received the GGE Cash Receipts and certain Debtors' cash receipts were inadvertently delivered to GGE – as set forth in the GGE Cash Receipts schedule. GGE's accounting and finance team performed the reconciliation and compiled the GGE Cash Receipts schedule.

7. I believe this is because third parties either did not read any notices provided by the Foreclosure Buyers and continued making payments consistent with historical practices or were

confused by the notices and inadvertently made payments to GGE that should have been made to the Debtors. I believe that the GGE Cash Receipts schedule is accurate and correctly reflects the allocation of those cash receipts that were incorrectly received by the Debtors and GGE.

8. Accordingly, I believe that the Motion allows for the correct distribution of funds between GGE and the Debtors and should be approved.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

DATED: September 9, 2025

/s/ Jonathan McCarthy  
Jonathan McCarthy

**Exhibit A**

**GGE Cash Receipts**

Item	Posted dt.	Detail	Location	Curr	Txn amt	Debit (USD)	Credit (USD)	Balance (USD)
1	6/17/2025	AR pymt - Department of Human Services: Subsidy payment from Dept of Human Services chk	HI3	USD	\$ 6,989.00	\$ 6,989.00		\$ (6,989.00)
2	6/17/2025	AR pymt - Department of Human Services: Subsidy payment from Dept of Human Services chk	HI3	USD	\$ 3,497.00	\$ 3,497.00		\$ (3,497.00)
3	6/17/2025	COMMONWEALTH OF ECC PMTS GUIDEPOST MONTESSORI A	RS3	USD	\$ 1,661.00	\$ 1,661.00		\$ (1,661.00)
4	6/17/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	SS3	USD	\$ 1,410.45	\$ 1,410.45		\$ (1,410.45)
5	6/17/2025	COMMONWEALTH OF ECC PMTS GUIDEPOST MONTESSORI A	BR3	USD	\$ 1,217.00	\$ 1,217.00		\$ (1,217.00)
6	6/17/2025	Hollywood Beach East SmartCare	GGE	USD	\$ 399.00	\$ 399.00		\$ (399.00)
7	6/17/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 1,424.26	\$ 1,424.26		\$ (1,424.26)
8	6/17/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	KP3	USD	\$ 1,120.20	\$ 1,120.20		\$ (1,120.20)
9	6/17/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 1,424.26	\$ 1,424.26		\$ (1,424.26)
10	6/18/2025	Hollywood Beach East SmartCare	GGE	USD	\$ 311.00	\$ 311.00		\$ (311.00)
11	6/18/2025	Child Care Aware PAYMENTS Guidepost FIC C LLC	GGE	USD	\$ 4,158.00	\$ 4,158.00		\$ (4,158.00)
12	6/18/2025	Child Care Aware Clarksville	GGE	USD	\$ 1,265.01		\$ 1,265.01	\$ 1,265.01
13	6/18/2025	AR pymt - Adam Begley: Tuition payment by Adam Begley for Child chk	BS3	USD	\$ 1,390.00	\$ 1,390.00		\$ (1,390.00)
14	6/18/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 1,859.28	\$ 1,859.28		\$ (1,859.28)
15	6/18/2025	AR pymt - Inspired Dance Academy: Dance classes campus commission chk	MM3	USD	\$ 154.58	\$ 154.58		\$ (154.58)
16	6/20/2025	Promise chk	CU3	USD	\$ 535.00	\$ 535.00		\$ (535.00)
17	6/20/2025	AR pymt - Colors Yoga for Kids, LLC: Yoga extracurricular revenue share chk	CU3	USD	\$ 19.30	\$ 19.30		\$ (19.30)
18	6/20/2025	AR pymt - Colors Yoga for Kids, LLC: Yoga extracurricular revenue share chk	CU3	USD	\$ 19.50	\$ 19.50		\$ (19.50)
19	6/20/2025	AR pymt - Soccer Shots: Soccer Shots revenue share chk	HY3	USD	\$ 135.00	\$ 135.00		\$ (135.00)
20	6/20/2025	Comdata rebate	GGE	USD	\$ 3,817.58	\$ 3,817.58		\$ (3,817.58)
21	6/20/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 854.65	\$ 854.65		\$ (854.65)
22	6/20/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 1,982.13	\$ 1,982.13		\$ (1,982.13)
23	6/20/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 7,556.31	\$ 7,556.31		\$ (7,556.31)
24	6/20/2025	AR pymt - Arizona Department of Economic Security: Tuition assistance from Arizona Department of Economic Security Childcare Administration	GY3	USD	\$ 2,812.50	\$ 2,812.50		\$ (2,812.50)
25	6/20/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 4,272.78	\$ 4,272.78		\$ (4,272.78)
26	6/20/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 8,980.58	\$ 8,980.58		\$ (8,980.58)
27	6/20/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 5,697.04	\$ 5,697.04		\$ (5,697.04)
28	6/20/2025	AR pymt - Xiaojing Liu: Tuition Payment from Xiaojing Liu for Children	PT3	USD	\$ 4,000.00	\$ 4,000.00		\$ (4,000.00)
29	6/23/2025	AR pymt - TooTris: Tuition assistance from TooTris	DU3	USD	\$ 1,344.00	\$ 1,344.00		\$ (1,344.00)
30	6/23/2025	AR pymt - Child Care Aware of America: Tuition assistance from Child Care Aware of America chk	HI3	USD	\$ 525.00	\$ 525.00		\$ (525.00)
31	6/23/2025	ACH DEPOSIT CLAS SWALLET CR	NS3	USD	\$ 664.48	\$ 664.48		\$ (664.48)
32	6/23/2025	ACH DEPOSIT CLAS SWALLET CR	NS3	USD	\$ 755.70	\$ 755.70		\$ (755.70)
33	6/23/2025	Arizona Tuition ACH Paymen	GY3	USD	\$ 13,205.00	\$ 13,205.00		\$ (13,205.00)
34	6/23/2025	ACH DEPOSIT CLAS SWALLET CR	GY3	USD	\$ 1,330.00	\$ 1,330.00		\$ (1,330.00)
35	6/23/2025	AR pymt - Arizona Tuition Connection - Goodyear: Tuition assistance from Arizona Tuition Connection \$737 for Child + \$891 for Child	GY3	USD	\$ 1,628.00	\$ 1,628.00		\$ (1,628.00)
36	6/23/2025	AR pymt - Arizona Tuition Connection - Goodyear: Tuition assistance from Arizona Tuition Connection \$517 for Child + \$891 for Child	GY3	USD	\$ 1,408.00	\$ 1,408.00		\$ (1,408.00)
37	6/23/2025	AR pymt - Athletic Ascent LLC: Athletic Ascent LLC - soccer, extracurricular revenue share chk	KW3	USD	\$ 524.00	\$ 524.00		\$ (524.00)
38	6/23/2025	AR pymt - Arizona Tuition Connection: Tuition assistance from Arizona Tuition Connection	PV3	USD	\$ 7,305.00	\$ 7,305.00		\$ (7,305.00)
39	6/23/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Apr 2025) inv	BM3	USD	\$ 18,295.00	\$ 18,295.00		\$ (18,295.00)
40	6/24/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	GB3	USD	\$ 1,825.00	\$ 1,825.00		\$ (1,825.00)
41	6/25/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	MC3	USD	\$ 400.00	\$ 400.00		\$ (400.00)
42	6/25/2025	AR pymt - C'E Montessori LLC: Unknown wire transfer from C'E Montessori LLC deposited into FIC F - WT FED# JPMORGAN CHASE BAN /ORG=C'E MONTESSORI LLC SRF	PC3	USD	\$ 3,424.00	\$ 3,424.00		\$ (3,424.00)
43	6/26/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	GB3	USD	\$ 1,860.00	\$ 1,860.00		\$ (1,860.00)
44	6/26/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	HA3	USD	\$ 745.00	\$ 745.00		\$ (745.00)
45	6/26/2025	Child Care Aware - Clarksville	GGE	USD	\$ 2,749.00		\$ 2,749.00	\$ 2,749.00
46	6/26/2025	AR pymt - Bananas: Cost of Care	EV3	USD	\$ 3,597.56	\$ 3,597.56		\$ (3,597.56)
47	6/26/2025	AR pymt - Orange County Department of Education: Tuition - CDE stipend (Children's Home Society of California) Per AHOS should be allocated to P&L due to the Childcare Bulletin 23-37 chk	FR3	USD	\$ 2,770.26	\$ 2,770.26		\$ (2,770.26)
48	6/26/2025	AR pymt - Child Care Aware of America: Tuition assistance from Child Care Aware of America	PV3	USD	\$ 1,068.00	\$ 1,068.00		\$ (1,068.00)
49	6/27/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	HA3	USD	\$ 1,860.00	\$ 1,860.00		\$ (1,860.00)
50	6/27/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	RS3	USD	\$ 1,310.00	\$ 1,310.00		\$ (1,310.00)
51	6/27/2025	Hollywood Beach East SmartCare	GGE	USD	\$ 2,970.00	\$ 2,970.00		\$ (2,970.00)
52	6/27/2025	AR pymt - 4Cs / Community Child Care: Cost of Care	EV3	USD	\$ 422.00	\$ 422.00		\$ (422.00)
53	6/27/2025	AR pymt - 4Cs / Community Child Care: Cost of Care	SF3	USD	\$ 3,782.80	\$ 3,782.80		\$ (3,782.80)

Item	Posted dt.	Detail	Location	Curr	Txn amt	Debit (USD)	Credit (USD)	Balance (USD)
54	6/30/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	MC3	USD	\$ 4,084.00	\$ 4,084.00		\$ (4,084.00)
55	6/30/2025	ACH DEPOSIT CLAS SWALLET CR	NS3	USD	\$ 3,968.41	\$ 3,968.41		\$ (3,968.41)
56	6/30/2025	Child Care Aware PAYMENTS	BS3	USD	\$ 2,533.00	\$ 2,533.00		\$ (2,533.00)
57	6/30/2025	AR pymt - Bright Horizons Children's Centers LLC.: Bright Horizons payment May 2025	CP3	USD	\$ 210.00	\$ 210.00		\$ (210.00)
58	6/30/2025	AR pymt - Children's Home Society of California: Cost of Care	FR3	USD	\$ 2,420.02	\$ 2,420.02		\$ (2,420.02)
59	6/30/2025	AR pymt - Children's Home Society of California: Cost of Care	FR3	USD	\$ 1,385.13	\$ 1,385.13		\$ (1,385.13)
60	6/30/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN chk	FR3	USD	\$ 930.00	\$ 930.00		\$ (930.00)
61	6/30/2025	AR pymt - Inspired Dance Academy: Dance classes campus commission chk	OT3	USD	\$ 123.50	\$ 123.50		\$ (123.50)
62	6/30/2025	AR pymt - Child Care Aware of America: Tuition assistance from Child Care Aware of America	PV3	USD	\$ 534.00	\$ 534.00		\$ (534.00)
63	6/30/2025	AR pymt - Bright Horizons Children's Centers LLC.: Bright Horizons payment May 2025	PC3	USD	\$ 630.00	\$ 630.00		\$ (630.00)
64	7/1/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	HA3	USD	\$ 975.00	\$ 975.00		\$ (975.00)
65	7/1/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	SS3	USD	\$ 612.90	\$ 612.90		\$ (612.90)
66	7/1/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	BT3	USD	\$ 555.30	\$ 555.30		\$ (555.30)
67	7/1/2025	ABCD CCCB REGULAR 1 HGE FIC LLC	DB3	USD	\$ 23,752.28	\$ 23,752.28		\$ (23,752.28)
68	7/1/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	KP3	USD	\$ 1,120.20	\$ 1,120.20		\$ (1,120.20)
69	7/2/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	HA3	USD	\$ 1,050.00	\$ 1,050.00		\$ (1,050.00)
70	7/2/2025	COMMONWEALTH OF ECC PMTS GUIDEPOST MONTESSORI A	RS3	USD	\$ 910.00	\$ 910.00		\$ (910.00)
71	7/2/2025	COMMONWEALTH OF ECC PMTS GUIDEPOST MONTESSORI A	BR3	USD	\$ 1,344.00	\$ 1,344.00		\$ (1,344.00)
72	7/2/2025	AR pymt - Cous, LLC: Cous, LLC revenue share chk	BRH3	USD	\$ 428.00	\$ 428.00		\$ (428.00)
73	7/2/2025	AR pymt - Broward County Tax Collector: HB3-Refund for 2024 TAXR due to reduction corrections by the county	HB3	USD	\$ 1,607.71	\$ 1,607.71		\$ (1,607.71)
74	7/2/2025	To record FIS Arizona payments for Peoria	PE3	USD	\$ 4,192.20	\$ 4,192.20		\$ (4,192.20)
75	7/3/2025	AR pymt - County of Sacramento: FS 777 Levy - Refund for 2024 TAXR	FS3	USD	\$ 3,235.06	\$ 3,235.06		\$ (3,235.06)
76	7/3/2025	Record Arizona Tuition connection cash receipts	NS3	USD	\$ 245.00	\$ 245.00		\$ (245.00)
77	7/3/2025	AR pymt - State of Wisconsin: Operational Grant awarded from April reporting	VE3	USD	\$ 6,747.00	\$ 6,747.00		\$ (6,747.00)
78	7/3/2025	Child Care Aware PAYMENTS HGE FIC M LLC	BS3	USD	\$ 808.00	\$ 808.00		\$ (808.00)
79	7/3/2025	AR pymt - Jennifer Tisdale: Personal Charge - Shoprite Old Post S1	BT3	USD	\$ 125.93	\$ 125.93		\$ (125.93)
80	7/3/2025	Child Care Aware PAYMENTS Guidepost A LLC	LV3	USD	\$ 968.00	\$ 968.00		\$ (968.00)
81	7/3/2025	Child Care Aware PAYMENTS Guidepost A LLC	LV3	USD	\$ 14,542.17	\$ 14,542.17		\$ (14,542.17)
82	7/3/2025	Child Care Aware PAYMENTS Guidepost A LLC	LV3	USD	\$ 182.36	\$ 182.36		\$ (182.36)
83	7/7/2025	AR pymt - Kona Ice: Repayment from Kona Ice chk	NS3	USD	\$ 70.00	\$ 70.00		\$ (70.00)
84	7/7/2025	AR pymt - Micah Edgin: Tuition payment from Micah Edgin chk	NS3	USD	\$ 2,192.00	\$ 2,192.00		\$ (2,192.00)
85	7/7/2025	AR pymt - Arizona Department of Economic Security: Tuition assistance from Arizona Department of Economic Security Childcare Administration chk	GY3	USD	\$ 3,234.60	\$ 3,234.60		\$ (3,234.60)
86	7/7/2025	Child Care Aware PAYMENTS Guidepost A LLC	LV3	USD	\$ 243.14	\$ 243.14		\$ (243.14)
87	7/7/2025	Child Care Aware PAYMENTS Guidepost A LLC	LV3	USD	\$ 4,078.33	\$ 4,078.33		\$ (4,078.33)
88	7/7/2025	Child Care Aware PAYMENTS Guidepost A LLC	LV3	USD	\$ 1,177.79	\$ 1,177.79		\$ (1,177.79)
89	7/8/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (May 2025) inv	HA3	USD	\$ 2,284.00	\$ 2,284.00		\$ (2,284.00)
90	7/8/2025	AR pymt - Child Care Aware of America: Tuition assistance from Child Care Aware of America for student (Apr 2025) chk	PC3	USD	\$ 6,190.48	\$ 6,190.48		\$ (6,190.48)
91	7/8/2025	AR pymt - County of Los Angeles: Tuition for student chk	PC3	USD	\$ 1,859.28	\$ 1,859.28		\$ (1,859.28)
92	7/8/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 1,172.50	\$ 1,172.50		\$ (1,172.50)
93	7/10/2025	Goodyear cash deposit	GGE	USD	\$ 1,283.60	\$ 1,283.60		\$ (1,283.60)
94	7/10/2025	Child Care Aware - Clarksville	GGE	USD	\$ 22,159.95		\$ 22,159.95	\$ 22,159.95
95	7/10/2025	Child Care Aware - Clarksville	GGE	USD	\$ 1,041.11		\$ 1,041.11	\$ 1,041.11
96	7/10/2025	AR pymt - Child Care Aware of America: Tuition assistance from Child Care Aware of America	CP3	USD	\$ 1,386.00	\$ 1,386.00		\$ (1,386.00)
97	7/10/2025	AR pymt - Alvin & Kimberly Doll: Yearbook payment from Alvin & Kimberly Doll chk	GY3	USD	\$ 35.00	\$ 35.00		\$ (35.00)
98	7/10/2025	AR pymt - PESA: Extracurricular revenue share from PESA chK	KP3	USD	\$ 1,165.00	\$ 1,165.00		\$ (1,165.00)
99	7/10/2025	AR pymt - PESA: Extracurricular revenue share from PESA chK# 1963	KP3	USD	\$ 2,242.80	\$ 2,242.80		\$ (2,242.80)
100	7/10/2025	Child Care Aware PAYMENTS 250708 9168409 0000Guidepost A LLC 000000000000	LV3	USD	\$ 331.83	\$ 331.83		\$ (331.83)
101	7/11/2025	ACH DEPOSIT CLAS SWALLET CR 071025 250710130123FNQ PO 24513245 000000000000	NS3	USD	\$ 195.26	\$ 195.26		\$ (195.26)
102	7/11/2025	ACH DEPOSIT CLAS SWALLET CR 071025 250710140748IX8 PO 24513285 000000000000	NS3	USD	\$ 120.84	\$ 120.84		\$ (120.84)
103	7/11/2025	AR pymt - State of Wisconsin: Operational Grant awarded from May reporting	VE3	USD	\$ 6,806.00	\$ 6,806.00		\$ (6,806.00)
104	7/11/2025	Utility refund - Picco Burke-Colton	GGE	USD	\$ 40.12		\$ 40.12	\$ 40.12
105	7/11/2025	AR pymt - Children's Home Society of California: Cost of Care	CP3	USD	\$ 1,859.28	\$ 1,859.28		\$ (1,859.28)
106	7/11/2025	AR pymt - Children's Home Society of California: Cost of Care	CP3	USD	\$ 1,285.98	\$ 1,285.98		\$ (1,285.98)
107	7/11/2025	AR pymt - State of California: Tax overpayment refund from Employment Development Dept. for overpayment. 9/3024 refund \$89.70 + 12/31/24 refund \$.03	EV3	USD	\$ 89.73	\$ 89.73		\$ (89.73)
108	7/11/2025	ACH DEPOSIT CLAS SWALLET CR 071025 250710140642C4H PO 24500391 000000000000	GY3	USD	\$ 483.23	\$ 483.23		\$ (483.23)

Item	Posted dt.	Detail	Location	Curr	Txn amt	Debit (USD)	Credit (USD)	Balance (USD)
109	7/14/2025	Child Care Aware - Clarksville	GGE	USD	\$ 1,269.28		\$ 1,269.28	\$ 1,269.28
110	7/14/2025	AR pymt - Orange County Department of Education: Cost of Care	FR3	USD	\$ 1,049.09	\$ 1,049.09		\$ (1,049.09)
111	7/14/2025	AR pymt - Arizona Department of Economic Security: Tuition assistance from Arizona Department of Economic Security Childcare Administration for Bensen Diaz chk# 1389174	GY3	USD	\$ 2,584.00	\$ 2,584.00		\$ (2,584.00)
112	7/14/2025	AR pymt - Athletic Ascent LLC: Athletic Ascent LLC - soccer, extracurricular revenue share chk# 161	KW3	USD	\$ 524.00	\$ 524.00		\$ (524.00)
113	7/14/2025	AR pymt - Athletic Ascent LLC: Athletic Ascent LLC - soccer, extracurricular revenue share chk# 159	KW3	USD	\$ 388.00	\$ 388.00		\$ (388.00)
114	7/14/2025	AR pymt - 036 Treasury/Dept of Veteran Affair: 036 TREAS 310 MISC PAY Dept of Veteran Affair child care subsidy	PG3	USD	\$ 385.50	\$ 385.50		\$ (385.50)
115	7/15/2025	CNDT/NJECC DEP TRANSF 250713 000000001025942 Guidepost Montessori a 000000000000000000000000	SS3	USD	\$ 1,144.60	\$ 1,144.60		\$ (1,144.60)
116	7/15/2025	Hollywood Beach East SmartCare	GGE	USD	\$ 250.00	\$ 250.00		\$ (250.00)
117	7/15/2025	CNDT/NJECC DEP TRANSF 250713 000000001055500 Guidepost Montessori a 000000000000000000000000	BT3	USD	\$ 555.30	\$ 555.30		\$ (555.30)
118	7/15/2025	AR pymt - Massachusetts EEC Dept of Early Education and Care: June grant	DB3	USD	\$ 7,458.33	\$ 7,458.33		\$ (7,458.33)
119	7/15/2025	AR pymt - Community Child Care: Cost of Care	EV3	USD	\$ 1,798.78	\$ 1,798.78		\$ (1,798.78)
120	7/15/2025	AR pymt - Community Child Care: Tuition assistance from Community Child Care - Deposit amt \$19, did not allocate anything to cost of care	EV3	USD	\$ 19.00	\$ 19.00		\$ (19.00)
121	7/15/2025	CNDT/NJECC DEP TRANSF 250713 000000001041946 Guidepost Montessori a 000000000000000000000000	KP3	USD	\$ 1,120.20	\$ 1,120.20		\$ (1,120.20)
122	7/15/2025	AR pymt - Zane D Smith & Associates, LTD: Tuition payment for Gustavo Samovalov chk# 27876	MM3	USD	\$ 2,215.00	\$ 2,215.00		\$ (2,215.00)
123	7/16/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 1,424.26	\$ 1,424.26		\$ (1,424.26)
124	7/16/2025	AR pymt - Melio: Domino's Fundraiser INV# 48092 chk# 8759366	HB3	USD	\$ 1,220.00	\$ 1,220.00		\$ (1,220.00)
125	7/16/2025	AR pymt - Cintas: Refund from Cintas of INV# 5016085871 & 7010491480 chk# 8319366	HB3	USD	\$ 290.00	\$ 290.00		\$ (290.00)
126	7/16/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 2,848.52	\$ 2,848.52		\$ (2,848.52)
127	7/17/2025	AR pymt - Kirkwood Area Every Child Promise: Tuition payment from Kirkwood Area Every Child Promise for Amaan Zulkifli chk# 79655625	CU3	USD	\$ 460.00	\$ 460.00		\$ (460.00)
128	7/17/2025	COMMONWEALTH OF ECC PMTS 000000511049618 GUIDEPOST MONTESSORI A 000000000000 000000000000	RS3	USD	\$ 891.00	\$ 891.00		\$ (891.00)
129	7/17/2025	COMMONWEALTH OF ECC PMTS 000000511050219 GUIDEPOST MONTESSORI A 000000000000 000000000000	BR3	USD	\$ 1,397.00	\$ 1,397.00		\$ (1,397.00)
130	7/17/2025	Child Care Aware - Clarksville	GGE	USD	\$ 892.38		\$ 892.38	\$ 892.38
131	7/17/2025	AR pymt - Ninja Stars Karate: Revenue share from Ninja Stars Karate chk# 469	CP3	USD	\$ 297.00	\$ 297.00		\$ (297.00)
132	7/17/2025	AR pymt - Bananas: Cost of Care	EV3	USD	\$ 1,817.78	\$ 1,817.78		\$ (1,817.78)
133	7/17/2025	AR pymt - Arizona Department of Economic Security: Tuition assistance from Arizona Department of Economic Security Childcare Administration for Sommer Jarrin chk# 1389174	GY3	USD	\$ 1,554.00	\$ 1,554.00		\$ (1,554.00)
134	7/17/2025	Child Care Aware PAYMENTS 250715 9168409 0000Guidepost A LLC 000000000000 000000000000	LV3	USD	\$ 2,807.10	\$ 2,807.10		\$ (2,807.10)
135	7/17/2025	Child Care Aware PAYMENTS 250715 9168409 0000Guidepost A LLC 000000000000 000000000000	LV3	USD	\$ 968.00	\$ 968.00		\$ (968.00)
136	7/17/2025	Child Care Aware PAYMENTS 250715 9168409 0000Guidepost A LLC 000000000000 000000000000	LV3	USD	\$ 916.56	\$ 916.56		\$ (916.56)
137	7/17/2025	AR pymt - Leon M Vayntraub: Tuition payment from Leon M Vayntraub for Logan & Reyna Vayntraub chk# 267	MM3	USD	\$ 8,507.00	\$ 8,507.00		\$ (8,507.00)
138	7/18/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for Georgianna Phillips (Jun 2025) inv# 00217397	GB3	USD	\$ 930.00	\$ 930.00		\$ (930.00)
139	7/18/2025	Comdata rebate	GGE	USD	\$ 3,580.41	\$ 3,580.41		\$ (3,580.41)
140	7/21/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for Caden Olinick (Jun 2025) inv# 00217910	GB3	USD	\$ 2,224.00	\$ 2,224.00		\$ (2,224.00)
141	7/21/2025	Child Care Aware - Clarksville	GGE	USD	\$ 150.00		\$ 150.00	\$ 150.00
142	7/21/2025	Cash deposit Princeton Meadows	GGE	USD	\$ 184.00	\$ 184.00		\$ (184.00)
143	7/21/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 1,472.71	\$ 1,472.71		\$ (1,472.71)
144	7/21/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 1,424.26	\$ 1,424.26		\$ (1,424.26)
145	7/21/2025	Child Care Aware PAYMENTS 250717 9168409 0000Guidepost A LLC 000000000000 000000000000	LV3	USD	\$ 41.71	\$ 41.71		\$ (41.71)
146	7/21/2025	Child Care Aware PAYMENTS 250717 9168409 0000Guidepost A LLC 000000000000 000000000000	LV3	USD	\$ 658.00	\$ 658.00		\$ (658.00)
147	7/21/2025	Child Care Aware PAYMENTS 250717 9168409 0000Guidepost A LLC 000000000000 000000000000	LV3	USD	\$ 417.71	\$ 417.71		\$ (417.71)
148	7/21/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 5,697.04	\$ 5,697.04		\$ (5,697.04)
149	7/21/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 2,848.52	\$ 2,848.52		\$ (2,848.52)
150	7/21/2025	AR pymt - Child Care Resource FIC F: Cost of Care Plus	PC3	USD	\$ 8,980.58	\$ 8,980.58		\$ (8,980.58)
151	7/21/2025	AR pymt - PESA: Extracurricular revenue share from PESA chK	PT3	USD	\$ 457.12	\$ 457.12		\$ (457.12)
152	7/21/2025	AR pymt - Xiaojing Liu: Tuition Payment from Xiaojing Liu for Children MO	PT3	USD	\$ 2,000.00	\$ 2,000.00		\$ (2,000.00)
153	7/22/2025	AR pymt - Waste Management Service Center: Refund from Waste Management	DF3	USD	\$ 324.77	\$ 324.77		\$ (324.77)
154	7/22/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	GB3	USD	\$ 895.00	\$ 895.00		\$ (895.00)



Item	Posted dt.	Detail	Location	Curr	Txn amt	Debit (USD)	Credit (USD)	Balance (USD)
155	7/22/2025	AR pymt - Waste Management Service Center: Refund from Waste Management	MA3	USD	\$ 239.92	\$ 239.92		\$ (239.92)
156	7/22/2025	ACH DEPOSIT CLAS SWALLET CR PO	NS3	USD	\$ 1,410.35	\$ 1,410.35		\$ (1,410.35)
157	7/22/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	AL3	USD	\$ 1,566.00	\$ 1,566.00		\$ (1,566.00)
158	7/22/2025	AR pymt - Children's Home Society of California: Cost of Care	CP3	USD	\$ 1,874.28	\$ 1,874.28		\$ (1,874.28)
159	7/22/2025	ACH DEPOSIT CLAS SWALLET CR PO	GY3	USD	\$ 1,395.00	\$ 1,395.00		\$ (1,395.00)
160	7/22/2025	ACH DEPOSIT CLAS SWALLET CR PO	GY3	USD	\$ 1,020.00	\$ 1,020.00		\$ (1,020.00)
161	7/24/2025	Child Care Aware PAYMENTS Guidepost A LLC	GGE	USD	\$ 1,054.00	\$ 1,054.00		\$ (1,054.00)
162	7/25/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	GB3	USD	\$ 930.00	\$ 930.00		\$ (930.00)
163	7/25/2025	AR pymt - Josefina Garcia: Refund incorrect bonus payout meant for Spruce Tree employee	MC3	USD	\$ 144.24	\$ 144.24		\$ (144.24)
164	7/25/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	MC3	USD	\$ 4,484.00	\$ 4,484.00		\$ (4,484.00)
165	7/25/2025	AR pymt - Prince William County: Refund rec'd from Prince William County re: 2024 personal property tax on vehicle	MC3	USD	\$ 55.09	\$ 55.09		\$ (55.09)
166	7/25/2025	Record Arizona Tuition connection cash receipts	NS3	USD	\$ 3,000.00	\$ 3,000.00		\$ (3,000.00)
167	7/25/2025	Comdata rebate	GGE	USD	\$ 3,943.82	\$ 3,943.82		\$ (3,943.82)
168	7/25/2025	Centennial - employee refund	GGE	USD	\$ 85.60		\$ 85.60	\$ 85.60
169	7/25/2025	ABCD CCCB REGULAR HGE FIC LLC	DB3	USD	\$ 16,207.64	\$ 16,207.64		\$ (16,207.64)
170	7/25/2025	AR pymt - 4Cs / Community Child Care: Cost of Care	SF3	USD	\$ 4,204.80	\$ 4,204.80		\$ (4,204.80)
171	7/25/2025	AR pymt - FPL: Interest portion of security deposit refund for	HE3	USD	\$ 729.28	\$ 729.28		\$ (729.28)
172	7/28/2025	AR pymt - Arizona Tuition Connection - NS: Tuition assistance from Arizona Tuition Connection	NS3	USD	\$ 930.15	\$ 930.15		\$ (930.15)
173	7/28/2025	AR pymt - Arizona Tuition Connection - NS: Tuition assistance from Arizona Tuition Connection	NS3	USD	\$ 715.50	\$ 715.50		\$ (715.50)
174	7/28/2025	AR pymt - Arizona Tuition Connection - NS: Tuition assistance from Arizona Tuition Connection	NS3	USD	\$ 1,319.20	\$ 1,319.20		\$ (1,319.20)
175	7/28/2025	AR pymt - Arizona Tuition Connection - NS: Tuition assistance from Arizona Tuition Connection	NS3	USD	\$ 3,479.51	\$ 3,479.51		\$ (3,479.51)
176	7/28/2025	AR pymt - Arizona Tuition Connection - NS: Tuition assistance from Arizona Tuition Connection	NS3	USD	\$ 286.20	\$ 286.20		\$ (286.20)
177	7/28/2025	AR pymt - Arizona Tuition Connection - NS: Tuition assistance from Arizona Tuition Connection	NS3	USD	\$ 1,073.25	\$ 1,073.25		\$ (1,073.25)
178	7/28/2025	Child Care Aware - Clarksville	GGE	USD	\$ 830.95		\$ 830.95	\$ 830.95
179	7/28/2025	AR pymt - Child Care Resource FIC C: Cost of Care Plus	CP3	USD	\$ 6,132.06	\$ 6,132.06		\$ (6,132.06)
180	7/28/2025	AR pymt - Bananas: Cost of Care	EV3	USD	\$ 1,817.78	\$ 1,817.78		\$ (1,817.78)
181	7/28/2025	AR pymt - Bright Horizons Children's Centers LLC.: Bright Horizons payment Jun 2025	PC3	USD	\$ 735.00	\$ 735.00		\$ (735.00)
182	7/29/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	HA3	USD	\$ 930.00	\$ 930.00		\$ (930.00)
183	7/29/2025	ACH DEPOSIT CLAS SWALLET CR PO	NS3	USD	\$ 1,519.00	\$ 1,519.00		\$ (1,519.00)
184	7/29/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	SS3	USD	\$ 1,144.60	\$ 1,144.60		\$ (1,144.60)
185	7/29/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	BT3	USD	\$ 555.30	\$ 555.30		\$ (555.30)
186	7/29/2025	AR pymt - Turtle Back Zoo: Cash deposit from field trip to Turtle Back Zoo on 7/18/25	BT3	USD	\$ 700.00	\$ 700.00		\$ (700.00)
187	7/29/2025	CNDT/NJECC DEP TRANSF Guidepost Montessori a	KP3	USD	\$ 1,120.20	\$ 1,120.20		\$ (1,120.20)
188	7/29/2025	AR pymt - Marin Child Care: Child Care Stipend	SF3	USD	\$ 7,865.44	\$ 7,865.44		\$ (7,865.44)
189	7/30/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	HA3	USD	\$ 745.00	\$ 745.00		\$ (745.00)
190	7/30/2025	ACH DEPOSIT CLAS SWALLET CR PO	NS3	USD	\$ 1,879.50	\$ 1,879.50		\$ (1,879.50)
191	7/31/2025	Child Care Aware PAYMENTS HGE FIC M LLC	BS3	USD	\$ 808.00	\$ 808.00		\$ (808.00)
192	7/31/2025	Child Care Aware PAYMENTS Guidepost A LLC	LV3	USD	\$ 12,488.22	\$ 12,488.22		\$ (12,488.22)
193	7/31/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	PG3	USD	\$ 908.00	\$ 908.00		\$ (908.00)
194	8/1/2025	AR pymt - CNI MLLINGTON DET (Navy fee assistance)/MCCYN: CNI MLLINGTON DET (Navy fee assistance)/MCCYN for student (Jun 2025) inv	HA3	USD	\$ 1,354.00	\$ 1,354.00		\$ (1,354.00)
195	8/1/2025	AR pymt - People's Gas: Refund from People's Gas acct chk	LP3	USD	\$ 519.14	\$ 519.14		\$ (519.14)
196	8/1/2025	COMMONWEALTH OF ECC PMTS GUIDEPOST MONTESSORI A	RS3	USD	\$ 891.00	\$ 891.00		\$ (891.00)
197	8/1/2025	COMMONWEALTH OF ECC PMTS GUIDEPOST MONTESSORI A	BR3	USD	\$ 1,397.00	\$ 1,397.00		\$ (1,397.00)
198	8/1/2025	ACH DEPOSIT CLAS SWALLET CR PO	GY3	USD	\$ 1,156.56	\$ 1,156.56		\$ (1,156.56)
199	8/1/2025	AR pymt - County of Fairfax: CCAR Child Care for Apr 2025 inv chk	SR3	USD	\$ 2,840.00	\$ 2,840.00		\$ (2,840.00)
							<b>Total</b>	<b>\$ (404,832.52)</b>

**Exhibit B**

**Management Services Agreement**

## MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT (this “**Agreement**”) is effective as of **June 1, 2025** (“**Effective Date**”), by and among Guidepost Global Education, Inc., a Delaware corporation (together with its Affiliates,<sup>1</sup> the “**Service Provider**”), and Higher Ground Education Inc., a Delaware Corporation (together with its Affiliates, the “**Company**”). The Service Provider and Company are each referred to as a “**Party**,” and collectively referred to as, the “**Parties**.”

WHEREAS, the Company desires to retain the Service Provider to provide certain services described in Section 4 herein (the “**Management Services**”), upon the terms and conditions hereinafter set forth herein, and the Service Provider is willing to undertake such obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Parties agree as follows:

1. Appointment. The Company hereby engages the Service Provider, and the Service Provider hereby agrees, upon the terms and subject to the conditions set forth herein, to provide, or cause any of its Affiliates to provide, the Management Services to the Company and its Affiliates.

2. Term. Service Provider shall provide Management Services from the Effective Date through the earlier of (a) December 31, 2025 or (b) the termination of this Agreement in accordance with its terms (the “**Management Service Period**”); *provided, however*, Company, in its sole discretion, may extend the Management Service Period by up to twelve (12) additional weeks on a week-to-week basis, provided that the Management Services provided during the Management Service Period shall be at Company’s cost”.

(a) Upon mutual written agreement, the Parties may agree to a further extension of the Management Service Period. Notwithstanding anything in this Agreement to the contrary, (i) the provisions of Section 6 shall survive the termination of this Agreement and (ii) no termination of this Agreement, whether pursuant to this Section 2 or otherwise, will affect the Company’s duty to pay any fees accrued, or reimburse any cost or expense incurred, pursuant to the terms of this Agreement prior to the effective date of that termination.

(b) Upon mutual agreement, the Parties may terminate this Agreement at any time.

(c) Either Party may terminate the Agreement for its convenience with thirty (30) days advance written notice.

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<sup>1</sup> “**Affiliate**” is a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person or entity specified.

3. Duties of the Service Provider.

(a) Management Services. At the request of the Company's Board of Directors (the "**Board**"), the Service Provider shall provide the Company with the Management Services. The Company shall use the Management Services of the Service Provider, and the Service Provider shall make itself available for the performance of the Management Services upon reasonable notice. The Service Provider shall perform the Management Services at the times and places reasonably requested by the Board to meet the needs and requirements of the Company, taking into account other engagements that the Service Provider may have. Service Provider shall use commercially reasonable efforts, skill and judgment to perform the Management Services in a professional and workmanlike manner in accordance with industry practices and standards (in terms of both quality and quantity) and in the manner in which Service Provider generally performs similar services for Company's retained businesses. Management Services include, but are not limited to, the following business functions:

- Accounting and Finance;
- Cash Management and Banking;
- Human Resources;
- Legal, Compliance and Risk;
- Marketing and Communications;
- Business Operations;
- Program and Training; and
- School Management.

(b) Exclusions from Management Services. Notwithstanding anything in the foregoing to the contrary, the following services are specifically excluded from the definition of "Management Services":

- (i) accounting services rendered to the Company or the Service Provider by an independent accounting firm or accountant who is not an employee of the Service Provider;
- (ii) legal services rendered to the Company or the Service Provider by an independent law firm or attorney who is not an employee of the Service Provider; and
- (iii) actuarial services rendered to the Company or the Service Provider by an independent actuarial firm or actuary who is not an employee of the Service Provider.

*Provided, however,* that, at the Board's reasonable request, the Service Provider may retain and direct the Services of third party providers as described under Section 3(b).

(c) Board Authorization. Service Provider shall not make any payments for the benefit of Company or utilize the cash of the Company without prior authority from the Board, which may be authorized by the Company's professionals; *provided*, Service Provider has authority to pay bills and amounts owed for payroll, taxes, and normal course of business to the schools that are owned by Company; *provided, further*, upon the filing of a chapter 11 petition under Title 11 of the United States Code (the "**Bankruptcy Code**" and the date of such filing, the "**Petition Date**"), Service Provider will not make any payments for amounts owed and due related to payroll, taxes, and normal course of business expenses without the consent of the Board, which may be authorized by the Company's professionals. For the avoidance of doubt, upon the Petition Date, Service Provider shall not make any payments for the benefit of Company or utilize the cash of the Company without prior authority from the Board, which may be authorized by the Company's professionals.

(d) Compliance with Laws. Service Provider shall require that its employees, contractors and subcontractors comply with all applicable federal, state and local laws and regulations while providing the Management Services. Service Provider shall comply and cause its employees, contractors, and subcontractors to use commercially reasonable efforts to comply with all applicable health and safety laws and shall require that their employees, contractors and subcontractors are competent and adequately trained in the required legal, regulatory, safety and health aspects of the Management Services. In addition to the foregoing, and in connection with the Management Services, the Parties shall comply with all relevant federal, state and local laws, including, but not limited to: (i) laws related to licensure, certification, qualification or authority to transact business in connection with the provision of or arrangement of educational services and, (ii) any other law, regulation, guidance document, manual provision, program memorandum, opinion letter, or other public issuance which regulates recordkeeping, claims processing, documentation requirements, medical necessity, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government programs, quality, safety, privacy, security, licensure, accreditation or any other aspect of providing educational services. All Parties shall have policies and procedures to maintain such compliance with all relevant federal and state laws.

#### 4. Compensation and Reimbursement for Services.

(a) Fees for Management Services. As consideration payable to the Service Provider for providing the Management Services to the Company, the Company shall pay to the Service Provider compensation on a time, cost or service rendered basis (the "**Management Fee**"). The Management Fee shall be payable on a monthly basis.

(i) The Service Provider shall provide Company with an estimated amount of the monthly Management Fee to allow for the Company to properly budget such Management Fees.

(ii) The Service Provider shall provide Company with an invoice for the Management Fee (the “**Management Fee Invoice**”) that itemizes the Management Services provided during the applicable period, which may include the time spent by the Service Provider’s employees in performing the Management Services.

(iii) The Management Fee Invoice shall also include all costs and expenses incurred and paid by the Service Provider for the Company’s benefit (the “**Reimbursed Costs**”).

(iv) The Company shall pay the Management Fee Invoice net forty-five (45) days from the date after the Management Fee Invoice.

(b) Interest on Unpaid Amounts. Interest at a rate per annum equal to six percent (6%) shall accrue and be payable by the Company for any undisputed Management Fee Invoices not paid within sixty (60) days after the Management Fee Invoice.

(c) Books and Records. For so long as Service Provider is providing any Management Services hereunder and for one (1) year thereafter, Service Provider shall keep and maintain true and complete books and records of the Management Services provided, including reasonable supporting documentation of all costs that are passed through to Company (to the extent such costs are expressly provided by this Agreement to be so passed through), which books and records shall be at least as comprehensive and detailed as those Service Provider keeps for itself, and in any event, sufficient to enable Company to substantiate Service Provider’s invoicing of charges for the Management Fees (including verifying pass-through costs). Service Provider shall make such books and records available to Company, or any officer or representative of Company identified for such purpose by Company, through the date such books and records are required to be kept pursuant to the preceding sentence, for inspection and audit at reasonable times and on reasonable advance written request therefor.

## 5. Intellectual Property Rights.

(a) To the extent reasonably necessary or desirable to provide the Management Services, the Service Provider hereby grants the Company a fully paid-up, non-exclusive, nontransferable, irrevocable, royalty-free license to use Service Provider’s Intellectual Property Rights solely to be exercised by the Company and the Service Provider in connection with the provision of the Management Services hereunder, and not for the independent exercise by the Company.

(b) “**Intellectual Property Rights**” means any patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether

registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

6. Limitation of Liability

(a) Disclaimer. Except as otherwise stated in Section 3(a), the Service Provider makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder.

(b) NEITHER COMPANY NOR SERVICE PROVIDER (NOR ANY OF THEIR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND RESULTING FROM BUSINESS INTERRUPTION OR LOST PROFITS. SERVICE PROVIDER'S MAXIMUM LIABILITY UNDER OR PURSUANT TO THIS AGREEMENT IS STRICTLY LIMITED IN THE AGGREGATE TO THE AMOUNTS REQUIRED TO COMPENSATE SERVICE PROVIDER FOR PERFORMING THE MANAGEMENT SERVICES.

7. Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employee/employer relationship. The Service Provider shall be an independent contractor pursuant to this Agreement. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party. Nothing in this Agreement shall be deemed or construed to enlarge the fiduciary duties and responsibilities, if any, of the Service Provider or any of its Related Parties, including in any of their respective capacities as stockholders or directors of the Company.

8. Permissible Activities. Nothing herein shall in any way preclude the Service Provider or its respective Related Parties from engaging in any business activities or from performing services for its or their own account or for the account of others, including companies which may be in competition with the business conducted by the Company.

9. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section ).

If to the Company: Higher Ground Education Inc  
1321 Upland Dr. PMB 20442,  
Houston, Texas 77043  
Email: legal@tohigherground.com  
Attention: General Counsel

with a copy to: Foley & Lardner LLP  
Email: tmohan@foley.com  
Attention: Tim Mohan

If to the Service Provider: Guidepost Global Education, Inc.  
1205 BMC Dr.,  
Cedar Park, TX 78613  
Email: legal@guideposteducation.com  
Attention: General Counsel

10. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

11. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights or obligations of the Parties hereunder may be transferred or assigned by any Party hereto without the prior written consent of the non-assigning Party, except that (a) if the Company shall merge or consolidate with or into, or sell or otherwise transfer substantially all of its assets to, another company which assumes the Company's obligations under this Agreement, the Company may assign its rights hereunder to that assignee without the Service Provider's consent, and (b) the Service Provider may assign its rights and obligations hereunder to any of its Affiliates without the Company's consent. Any attempted transfer or assignment in violation of this Section 11 shall be void.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this



Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.

16. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the city of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in such court has been brought in an inconvenient forum.

17. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

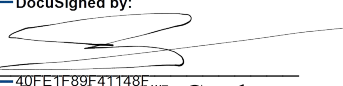
18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties executed this Agreement effective as of the Effective Date.

Higher Ground Education Inc.

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Jonathan McCarthy  
Title: Interim President & Secretary

Guidepost Global Education, Inc.

Signed by:  
  
By \_\_\_\_\_  
Name: Sheng Xu  
Title: CEO