



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 September 25, 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)
Debtors.	§	
	§	(Jointly Administered)

**ORDER (I) AUTHORIZING DEBTORS TO (A) REJECT  
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY AND (B) ABANDON PROPERTY  
IN CONNECTION THEREWITH 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 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.



Pursuant to and in accordance with the *Order Authorizing and Approving Procedures to Reject Executory Contract and Unexpired Leases* [Docket No. 60] (the “**Rejection Procedures Order**”)<sup>2</sup> entered in the above-caption chapter 11 cases (the “**Chapter 11 Cases**”) of Higher Ground Education, Inc. (“**HGE**”) and its debtor affiliates (collective, the “**Debtors**”); and the Debtors having properly filed with this Court and served on the Rejection Notice Parties a notice (the “**Rejection Notice**”) of their intent to reject certain executory contracts (each, a “**Contract**” and collectively, the “**Contracts**”) and unexpired leases (each, a “**Lease**” and collectively, the “**Leases**”), including unexpired leases of nonresidential real property of the Debtors (each a “**Real Property Lease**” and collectively, the “**Real Property Leases**”) identified on **Annex A** hereto; in accordance with the terms of the Rejection Procedures Order, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and no timely objections having been filed to the Rejection Notice; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and after due deliberation and sufficient cause appearing therefore, it is **HEREBY ORDERED THAT:**

1. The Contracts and Leases are hereby rejected as set forth herein, effective as of the date set forth for such Contract or Lease on **Annex A**, which shall not be prior to the date of the Debtors’ unequivocal surrender of the leased premises via the delivery of the keys, key codes, and alarm codes to the premises, as applicable, to the applicable lease counterparty, or, if not delivering such keys and codes, providing notice that the landlord may re-let the premises, except as otherwise agreed by the Debtors and the applicable lease counterparty (the “**Rejection Date**”).

2. Any and all personal property remaining at the leased premises as of the applicable

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

Rejection Date shall be deemed abandoned upon the Rejection Date without further notice or order of the Court, free and clear of all liens, claims, interests, or other encumbrances. Any landlord or other designee shall be free to dispose of any such items as of the Rejection Date without notice or liability to any Debtor or non-Debtor third party and without further notice or order of the Court and, to the extent applicable, the automatic stay is modified to allow such disposition; provided that notwithstanding anything to the contrary in this Order, the Debtors are not authorized hereunder to abandon, and are directed to remove, any (i) hazardous (as such term is defined in federal, state, or local law, rule, regulation, or ordinance) materials, (ii) “personally identifiable information” (as such term is defined in section 101(41A) of the Bankruptcy Code), or (iii) business records that are necessary to conduct these chapter 11 proceedings and are not available elsewhere, at any premises subject to a nonresidential real property lease or sublease. The rights, if any, of any landlord to file claims for the costs of disposal of property or other damages in connection with the Debtors’ rejection of leases are fully reserved, as are the rights of any party in interest to object to such claims.

3. Nothing contained in this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors’ or any appropriate party in interest’s right to dispute the amount of, basis for, or validity of any claim against the Debtors; or (iii) a waiver of any claims or causes of action that might exist against any creditor or interest holder.

4. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

5. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, counterparties to the Contracts or Leases are prohibited from setting off or

otherwise utilizing any amounts deposited by the Debtors with any of the counterparties to the Contracts or Leases as a security deposit or pursuant to another similar arrangement, or owed the Debtors by any of the counterparties under the Contracts or Leases or other agreements between the same parties, without further order of this Court.

6. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

7. Any proofs of claim for rejection damages or other related claims if any, asserted by counterparties to the Contracts or Leases shall be filed on or before the later of (i) the claims bar date established by the Court in these chapter 11 cases, if any, and (ii) thirty (30) days after entry of this Order.

8. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

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

Submitted by:

/s/ Holland N. O'Neil

Holland N. O'Neil (TX 14864700)  
Thomas C. Scannell (TX 24070559)  
**FOLEY & LARDNER LLP**  
2021 McKinney Avenue, Suite 1600  
Dallas, TX 75201  
Telephone: (214) 999-3000  
Facsimile: (214) 999-4667  
[honeil@foley.com](mailto:honeil@foley.com)

-and-

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

-and-

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

**COUNSEL TO DEBTORS  
AND DEBTORS IN POSSESSION**

**ANNEX A**

	<b>Landlord Name and Address</b>	<b>Debtor, School, and Address of Subject Property</b>	<b>Date Debtors Vacated Property</b>	<b>Description of Abandoned Property</b>	<b>Effective Date of Rejection</b>
1.	Blimp Base Interests, Inc. Attn: Joseph L. Wilburn P.O. Box 376 Hitchcock, TX 77563 joe@blimpbase.com	Higher Ground Education Inc. Warehouse 105 Industrial Park Blvd., Hitchcock, TX 77563	<b>8/31/25</b>	All personal property remaining at leases premises to which Debtors have an ownership interest in	<b>8/31/25</b>