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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**

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

NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on October 13, 2025, Higher Ground Education, Inc. together with its affiliated Debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”) and the Official Committee of Unsecured Creditors (the “**Committee**”) filed the *Second Amended Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors, and the Official Committee of Unsecured Creditors* [Docket No. 549] (as may be modified, amended, or supplemented from time to time, the “**Plan**”).

PLEASE TAKE FURTHER NOTICE that on October 13, 2025, the Debtors and the Committee filed the *Second Amended Disclosure Statement for the Second Amended Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors, and the Official*

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



Committee of Unsecured Creditors [Docket No. 551] (the “**Disclosure Statement**”) pursuant to sections 1125 and 1126(b) of title 11 of the United States Code.

PLEASE TAKE FURTHER NOTICE that on October 15, 2025, the United States Bankruptcy Court for the Northern District of Texas (the “**Court**”), entered an order [Docket No. 568] (the “**Disclosure Statement Order**”), which, *inter alia*, (a) conditionally approved the Disclosure Statement, (b) approved the forms of ballots and notices related to confirmation of the Plan, (c) scheduled dates and deadlines related to confirmation of the Plan, and (d) granted related relief.²

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Plan and the Disclosure Statement Order, on November 10, 2025, the Debtors filed the *Notice of Filing of Initial Plan Supplement* [Docket No. 631] (the “**Original Plan Supplement**”) and the exhibits attached thereto, regarding the Plan Supplement contemplated under the Plan.

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Plan and the Disclosure Statement Order, the Debtors hereby file this notice, and the exhibits attached hereto, regarding the Plan Supplement contemplated under the Plan (the “**Amended Plan Supplement**”). For the avoidance of doubt, the Amended Plan Supplement relates solely to **Exhibit A** and **Exhibit F** of the Original Plan Supplement, which shall amend and supersede **Exhibit A** and **Exhibit F** attached to the Original Plan Supplement in all respects.

PLEASE TAKE FURTHER NOTICE that in accordance with the terms of the Plan and the Disclosure Statement Order, the Debtors hereby file this notice, and the exhibits attached hereto, of the Plan Supplement contemplated under the Plan.

PLEASE TAKE FURTHER NOTICE attached to the Plan Supplement as **Exhibits A** through **K** are the following documents:

- | | |
|-------------------|--|
| Exhibit A: | Reorganized HGE Corporate Documents and Proposed Directors and Officers of Reorganized HGE and HGE Subsidiaries |
| Exhibit B: | Cancelled Equity Interests |
| Exhibit C: | Schedule of Designated EB-5 Entities |
| Exhibit D: | Schedule of Retained Causes of Action |
| Exhibit E: | Liquidating Trust Agreement and Identity of Liquidating Trustee |
| Exhibit F: | Schedule of Transferred Executory Contracts and Unexpired Leases |

² Capitalized terms used but not otherwise defined herein or in the Plan Supplement Exhibits shall have the same meanings as set forth in the Plan or the Disclosure Statement, as applicable. The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.

- Exhibit G: Schedule of Reorganized HGE Contracts and Leases**
- Exhibit H: Schedule of Reorganized HGE Assets**
- Exhibit I: Reorganized HGE Subsidiaries**
- Exhibit J: Identity and Compensation of Insiders Employed or Retained by Reorganized HGE**
- Exhibit K: Election of Subscription Option**

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in the Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors, the Committee, and interested parties with respect thereto. The Debtors and the Committee reserve the right to alter, amend, modify, or supplement any document contained in this Plan Supplement in accordance with the Plan (including any consent rights contained therein), at any time before the Effective Date or any other such date as may be provided for by the Plan or by order of the Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Confirmation Hearing (as defined below), the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. The Plan Supplement documents have not yet been approved by the Court. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Court pursuant to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Court has established **November 17, 2025 at 5:00 p.m.**, prevailing Central Time as the deadline to object to final approval of the Disclosure Statement or confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that a hearing (the “**Combined Hearing**”) to consider final approval of the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter(s) that may properly come before the Court, will be held before the Honorable Michelle V. Larson, United States Bankruptcy Judge in the United States Bankruptcy Court for the Northern District of Texas located at Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom 2, Dallas, Texas 75242 on **November 24, 2025 at 1:30 p.m., prevailing Central Time**. The Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on parties entitled to notice.

PLEASE TAKE FURTHER NOTICE that copies of the Disclosure Statement, Plan, Plan Supplement (including any amendments thereto), and all other pleadings filed in the Chapter 11 Cases may be obtained free of charge on the Debtors’ case information website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), located at www.veritaglobal.net/HigherGround. You can also request any pleading you need from (i) the noticing agent at: HigherGroundInfo@veritaglobal.com,

(888) 733-1431 (U.S./Canada) (toll-free), +1 (310) 751-2632 (International), or (ii) counsel to the Debtors at: Foley & Lardner LLP, 1144 15th Street, Suite 2200, Denver, CO 80202, Attn: Tim Mohan (tmohan@foley.com), or Foley & Lardner LLP, 1000 Louisiana Street, Suite 2000, Houston, Texas 77002, Attn: Nora McGuffey (nora.mcguffey@foley.com) and Quynh-Nhu Truong (qtruong@foley.com). You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txnb.uscourts.gov>. Please be advised that Verita is authorized to answer questions and provide additional copies of solicitation materials but may not advise you as to whether you should object to the Plan.

DATED: November 14, 2025

Respectfully submitted by:

/s/ Holland N. O'Neil

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**COUNSEL TO DEBTORS
AND DEBTORS IN POSSESSION**

CERTIFICATE OF SERVICE

I hereby certify that on November 14, 2025, a true and correct copy of the foregoing document was served electronically by the Court's PACER system.

/s/ Nora J. McGuffey
Nora J. McGuffey

Exhibit A

Reorganized HGE Corporate Documents

AMENDED AND RESTATED
BYLAWS
OF
HIGHER GROUND EDUCATION INC.
a Delaware Corporation

Effective _____, 2025

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AMENDED AND RESTATED
BYLAWS
OF
HIGHER GROUND EDUCATION INC.
(hereinafter called the “Corporation”)

ARTICLE I.

OFFICES

Section 1.1 Registered Office. The registered office of the Corporation in the State of Delaware is 108 Lakeland Avenue, Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation in the State of Delaware at such address is Capitol Services, Inc.

Section 1.2 Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine.

ARTICLE II.

MEETINGS OF STOCKHOLDERS

Section 2.1 Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by the General Corporation Law of the State of Delaware (the “**DGCL**”).

Section 2.2 Annual Meetings. The Annual Meeting of Stockholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting of Stockholders.

Section 2.3 Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation, as amended and restated from time to time (the “**Certificate of Incorporation**”), Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the Chairman or Chief Executive Officer, if there be one, (ii) the President, (iii) the Chief Financial Officer (iv) any Vice President, if there be one, (v) the Corporate Secretary, or (vi) any Assistant Corporate Secretary, if there be one, and shall be called by any such officer at the request in writing of (i) the Board of Directors, (ii) a committee of the Board of Directors that has

been duly designated by the Board of Directors and whose powers and authority include the power to call such meetings, or (iii) stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. At a Special Meeting of Stockholders, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto).

Section 2.4 Notice. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to notice of and to vote at such meeting.

Section 2.5 Adjournments. Any meeting of the stockholders may be adjourned from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting in accordance with the requirements of Section 2.4 hereof shall be given to each stockholder of record entitled to notice of and to vote at the meeting.

Section 2.6 Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 2.5 hereof, until a quorum shall be present or represented.

Section 2.7 Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the total number of votes of the Corporation's capital stock represented and entitled to vote thereat, voting as a single class. Unless otherwise provided in the Certificate of Incorporation, and subject to Section 5.6 of Article V hereof, each stockholder represented at a meeting of the stockholders shall be entitled to cast one (1) vote for each share of the capital stock entitled to vote on each matter thereat held by such stockholder. Such votes may be cast in person or by proxy as provided in Section 2.8 hereof. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of the stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 2.8 Proxies. Each stockholder entitled to vote at a meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder may grant such authority:

(i) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile signature.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. If it is determined that such telegrams, cablegrams or other electronic transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information on which they relied.

Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided, however, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this Section 2.9 to the Corporation, written consents signed

by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section 2.9, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder, and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as provided above in this Section 2.9.

Section 2.10 List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 2.11 Record Date.

(i) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(ii) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 2.12 Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2.10 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of the stockholders.

Section 2.13 Conduct of Meetings. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the

chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants.

ARTICLE III.

DIRECTORS

Section 3.1 Number and Election of Directors. The Board of Directors shall consist of not less than one (1) nor more than three (3) members, the exact number of which shall initially be one (1). The number of authorized directors thereafter shall be fixed from time to time by the Board of Directors. Except as provided in Sections 2.9 and 3.2, directors shall be elected by a plurality of the votes cast at each Annual Meeting of Stockholders and each director so elected shall hold office until the next Annual Meeting of Stockholders and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 3.2 Vacancies. Unless otherwise required by law or the Certificate of Incorporation, vacancies arising through death, resignation, removal, an increase in the number of directors or otherwise may be filled only by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next Annual Meeting of Stockholders and until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

Section 3.3 Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or these Bylaws required to be exercised or done by the stockholders.

Section 3.4 Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman or Chief Executive Officer, if there be one, the President, or by any director. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, telegram or electronic means on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 3.5 Organization. At each meeting of the Board of Directors, the Chairman of the Board of Directors, or, in his or her absence, a director chosen by a majority of the directors present, shall act as chairman. The Corporate Secretary of the Corporation shall act as secretary at

each meeting of the Board of Directors. In case the Corporate Secretary shall be absent from any meeting of the Board of Directors, an Assistant Corporate Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Corporate Secretary and all the Assistant Corporate Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 3.6 Resignations and Removals of Directors. Any director of the Corporation may resign at any time by giving notice in writing or by electronic transmission to the Chairman of the Board of Directors, the President or the Corporate Secretary of the Corporation. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by applicable law and subject to the rights, if any, of the holders of shares of preferred stock then outstanding, any director or the entire Board of Directors may be removed from office at any time by the affirmative vote of the holders of at least a majority in voting power of the issued and outstanding capital stock of the Corporation entitled to vote in the election of directors.

Section 3.7 Quorum. Except as otherwise required by law or the Certificate of Incorporation, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 3.8 Actions of the Board by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.9 Meetings by Means of Conference Telephone. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.9 shall constitute presence in person at such meeting.

Section 3.10 Committees. The Board of Directors may designate one or more committees, and each committee will consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified

member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 3.11 Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. Subject to the same limitations set forth above, no such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Subject to the same limitations set forth above, members of special or standing committees may be allowed like compensation for service as committee members.

Section 3.12 Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV.

OFFICERS

Section 4.1 General. The officers of the Corporation shall be chosen by the Board of Directors and may be a Chief Executive Officer, Chief Financial Officer and Corporate Secretary. The Board of Directors, in its discretion, also may choose a Chairman of the Board of Directors (who must be a director), and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the

Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 4.2 Election; Authority and Duties. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders (or action by written consent of stockholders in lieu of the Annual Meeting of Stockholders), shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties in the management of the Corporation as may be provided in these Bylaws or, to the extent not so provided, by resolution of the Board of Directors and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 4.3 Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President, the Chief Financial Officer or any Vice President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4.4 Chairman of the Board of Directors. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these Bylaws or by the Board of Directors.

Section 4.5 President/Chief Executive Officer. The President or Chief Executive officer if so designated by the Board of Directors shall, subject to the control of the Board of Directors and, if there be one, the Chairman of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the President. In the absence or disability of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and, provided the President is also a director, the Board of Directors. If there be no Chairman of the Board of Directors, or if the Board of Directors shall otherwise designate, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties

and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board of Directors.

Section 4.6 Chief Financial Officer. In the absence of the President/Chief Executive Officer, or in the event of his death or inability or refusal to act, the Chief Financial Officer shall perform the duties of the President, and when so acting shall have all of the powers of and be subject to all of the restrictions upon the President. The Chief Financial Officer shall (a) be custodian of the financial records of the Corporation, (b) analyze, monitor and present results of financial operations to the Board of Directors and the President and otherwise as directed by the Board of Directors, (c) design, establish and administer or cause to be designed, established and administered an integrated financial reporting system with appropriate internal controls, (d) ensure compliance with all applicable federal laws and regulations governing the financial reporting obligations of the Corporation, as well as any listing requirements applicable to the Corporation, (e) conduct periodic internal reviews of financial reporting policies, procedures and systems and (f) in general perform all of the duties incident to the office of the Chief Financial Officer and such other duties as from time to time may be assigned to such individual by the President or by the Board of Directors.

Section 4.7 Vice Presidents. At the request of the President or in the President's and Chief Financial Officer's absence or in the event of their inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President, or the Vice Presidents if there are more than one (in the order designated by the Board of Directors), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors, no Chief Financial Officer and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 4.8 Corporate Secretary. The Corporate Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Corporate Secretary shall also perform like duties for committees of the Board of Directors when required. The Corporate Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or the President, under whose supervision the Corporate Secretary shall be. If the Corporate Secretary shall be unable or shall refuse to cause to be given notice of a meeting of the stockholders or a special meeting of the Board of Directors, and if there be no Assistant Corporate Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Corporate Secretary shall have custody of the seal of the Corporation and the Corporate Secretary or any Assistant Corporate Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Corporate Secretary or by the signature of any such Assistant Corporate Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Corporate Secretary shall see that all books, reports, statements, certificates and other

documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.9 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of the Treasurer and for the restoration to the Corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Corporation.

Section 4.10 Assistant Corporate Secretaries. Assistant Corporate Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, the Chief Financial Officer, any Vice President, if there be one, or the Corporate Secretary, and in the absence of the Corporate Secretary or in the event of the Corporate Secretary's inability or refusal to act, shall perform the duties of the Corporate Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Corporate Secretary.

Section 4.11 Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, the Chief Financial Officer, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Assistant Treasurer and for the restoration to the Corporation, in case of the Assistant Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Assistant Treasurer's possession or under the Assistant Treasurer's control belonging to the Corporation.

Section 4.12 Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V.

STOCK

Section 5.1 Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman of the Board of Directors, or the President, Chief Financial Officer or a Vice President, certifying the number of shares owned by such stockholder in the Corporation.

Section 5.2 Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.3 Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

Section 5.4 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; provided, however, that such surrender and endorsement or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. Every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Corporate Secretary or Assistant Corporate Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5.5 Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose

shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.6 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law. The Corporation may establish a recognition procedure by which the beneficial owner of shares that are registered in the name of a nominee is recognized by the Corporation as the shareholder. The extent of this recognition may be determined in the recognition procedure.

Section 5.7 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI.

NOTICES

Section 6.1 Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at such person's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under applicable law, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission if consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed to be revoked if (i) the Corporation is unable to deliver by electronic transmission two (2) consecutive notices by the Corporation in accordance with such consent, and (ii) such inability becomes known to the Corporate Secretary or Assistant Corporate Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, that the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given by electronic transmission, as described above, shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder. Notice to directors or committee members may be given personally or by telegram, telex, cable or by means of electronic transmission.

Section 6.2 Waivers of Notice. Whenever any notice is required by applicable law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual or Special Meeting of Stockholders or any regular or special meeting of the directors or members of a committee of directors need be specified in any written waiver of notice unless so required by law, the Certificate of Incorporation or these Bylaws.

ARTICLE VII.

GENERAL PROVISIONS

Section 7.1 Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 3.8 hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2 Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.4 Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII.

INDEMNIFICATION

Section 8.1 Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation. Subject to Section 8.3, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 8.2 Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 8.3, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 8.3 Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2, as the case may be. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum,

or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 8.4 Good Faith Defined. For purposes of any determination under Section 8.3, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 8.1 or Section 8.2, as the case may be.

Section 8.5 Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 8.3, and notwithstanding the absence of any determination thereunder, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 8.1 or Section 8.2. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2, as the case may be. Neither a contrary determination in the specific case under Section 8.3 nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 8.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 8.6 Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including

attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 8.7 Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Bylaws, any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 8.1 and Section 8.2 shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 8.1 or Section 8.2 but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL, or otherwise.

Section 8.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 8.9 Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 8.10 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article

VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.11 Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 8.5), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 8.12 Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX.

AMENDMENTS

Section 9.1 Amendments. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of the stockholders or Board of Directors, as the case may be. All such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 9.2 Entire Board of Directors. As used in this Article IX and in these Bylaws generally, the term “entire Board of Directors” means the total number of directors which the Corporation would have if there were no vacancies.

[Signature page follows]

I, Andrew S. Price, President and Secretary, do hereby certify that the foregoing constitutes a true and correct copy of the Bylaws of the Corporation effective as of this ____ day of _____, 2025.

Andrew S. Price, President and Secretary

**FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
HIGHER GROUND EDUCATION INC.**

The undersigned, hereby certifies that:

1. The undersigned is the President of Higher Ground Education Inc., a Delaware corporation.
2. The Certificate of Incorporation of this corporation was originally filed with the Secretary of State of Delaware on February 11, 2016. On March 4, 2016, the Corporation filed a Certificate of Amendment of the Certificate of Incorporation. On January 24, 2017, the Corporation filed a Second Certificate of Amendment of Certificate of Incorporation, and a Certificate of Designation of Series Seed Preferred Stock. On March 18, 2019, the Corporation filed an Amended and Restated Certificate of Incorporation. On December 11, 2020, the Corporation filed a Second Amended and Restated Certificate of Incorporation. On March 4, 2021, the Corporation filed a Third Amended and Restated Certificate of Incorporation (“*Third A&R Certificate of Incorporation*”).
3. Pursuant to Section 242 and 245 of the General Corporation law of the State of Delaware, this Fourth Amended and Restated Certificate of Incorporation amends and restates the provisions of the Third A&R Certificate of Incorporation, and the text of the original Certificate of Incorporation as heretofore amended, restated, or supplemented, shall be hereby amended and restated to read in its entirety as follows:

FIRST. The name of the corporation is Higher Ground Education Inc. (the “*Corporation*”).

SECOND. The address of the registered office of the Corporation in the State of Delaware is 108 Lakeland Avenue, City of Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation at such address is Capitol Services, Inc.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may organize under the Delaware General Corporation Law, as amended (the “*DGCL*”).

FOURTH. The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) shares of common stock, having a par value of \$0.0001 per share.

FIFTH. Pursuant to Section 5.2 of the [Second] Amended Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors, and the Official Committee of Unsecured Creditors, dated [October 13], 2025, as amended (the “*Plan*”) and as confirmed by order dated _____, 2025 of the United States Bankruptcy Court for the Northern District of Texas (the “*Confirmation Order*”), the member of the Board of

Directors appointed by the Plan sponsor shall be Andrew S. Price. The director's address is: 2028 E. Ben White Blvd., Suite 240-2650 Austin, TX 78741.

SIXTH. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors, and the directors need not be elected by written ballot unless required by the bylaws of the Corporation.

SEVENTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors is expressly authorized to make, amend and repeal the bylaws.

EIGHTH. The Corporation is to have perpetual existence.

NINTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware. All rights conferred upon stockholders herein are granted subject to this reservation.

TENTH. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived any improper personal benefit. If the DGCL is amended after the filing of the Certificate of Incorporation of which this article is a part to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director or the Corporation existing at the time of such repeal or modification.

ELEVENTH. As a Delaware corporation reorganized pursuant to the Plan, as confirmed by the Confirmation Order, the Corporation is prohibited from issuing non-voting equity securities under Section 1123(a)(6) of the United States Bankruptcy Code.

[Signature page follows]

On June 17, 2025, the Corporation filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the U.S. Bankruptcy Court for the Northern District of Texas, commencing voluntary proceeding Case No. Case No. 25-80121 (MVL) pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. On _____, 2025, the United States Bankruptcy Court for the Northern District of Texas entered the Confirmation Order and confirmed the Plan. On _____, 2025, the Plan was consummated, and this Fourth Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242, 245, and 303 of the Delaware General Corporation Law.

HIGHER GROUND EDUCATION INC.

By: _____

Name: Andrew S. Price

Title: President

**WRITTEN CONSENT
OF THE SOLE DIRECTOR
OF
HIGHER GROUND EDUCATION INC.**

_____, 2025

The undersigned, being the sole member of the Board of Directors (the “**Board of Directors**”) of Higher Ground Education Inc. (the “**Company**”), in accordance with the Delaware General Corporation Laws and the Amended and Restated Bylaws of the Company (the “**Bylaws**”), hereby adopts the following resolutions by written consent as if resolved at a duly constituted meeting of the Board of Directors:

WHEREAS, the Company filed a voluntary petition for relief in the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”), commencing voluntary proceeding Case No. 25-80121 (MVL) (the “**Bankruptcy Case**”) pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”) on June 17, 2025;

WHEREAS, as part of the Bankruptcy Case, the Company has filed the [Second] Amended Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors, and the Official Committee of Unsecured Creditors, dated [October 13], 2025 (as the same may be amended, modified or supplemented from time to time in accordance with the provisions hereof and thereof, the “**Plan**”) which has been approved by the Bankruptcy Court;

WHEREAS, the Bankruptcy Court has entered an order confirming the Plan and on the effective date of the Plan (the “**Effective Date**”), 2HR Learning, Inc., a Texas corporation, and YYYYYY, LLC, a Delaware limited liability company, became all of the shareholders of the Company and appointed a sole director to the Board of Directors pursuant to the Plan; and

WHEREAS, the Board of Directors desires to formally remove and replace all officers of the Company, and to grant them such authority as shall be necessary to the proper execution of their offices, hereby adopts the resolutions set forth below.

Removal of Officers

RESOLVED, that each of the current officers of the Company shall be, and hereby is, removed as officers of the Company.

Election of Officers

RESOLVED, that the following persons shall be, and hereby are, elected to serve as officers of the Company, to hold the following offices until their successor shall be duly elected and shall qualify or until their earlier resignation or removal:

Andrew S. Price
Andrew S. Price

President and Secretary
Chief Financial Officer

General Banking

RESOLVED, that the President and Chief Financial Officer, or his designees (the “*Authorized Persons*”) be and hereby are authorized to designate such banks, trust companies, safe deposit companies, or such other firms, corporations or associations (each a “*Depository*” and collectively the “*Depositories*”) as Depositories of funds of the Company as they may deem necessary or advisable for the proper conduct of business, by a written direction addressed to the Depository involved to establish with any such Depository an account or accounts of the Company to be known by such appropriate name or names as they may designate in such written direction;

RESOLVED FURTHER, that the Authorized Persons be and hereby are authorized to execute on behalf of the Company, such agreements and documents as may from time to time be required, necessary or proper in order to establish and maintain an account or accounts of the Company with any Depository, and to execute on behalf of the Company, agreements and documents as may from time to time be required, necessary or proper in effecting the provisions of resolutions passed by the Board of Directors of the Company (provided such resolutions have not been superseded by delivery of certified copies of subsequent resolutions) and to transact the business of the Company with reference to accounts maintained with its Depositories;

RESOLVED FURTHER, that any Depository be and hereby is authorized to accept, for deposit to an account of the Company and/or for collection for the account of the Company, any currency, checks, drafts, notes or other instruments, calling for the payment of money, which may be submitted to it for such deposit and/or collections;

RESOLVED FURTHER, that the Authorized Persons be and hereby are authorized and directed to designate, from time to time, in writing with such limitations as such Authorized Persons deem to be appropriate, and with the authority to amend or revoke any such designation, the officers or employees of this Company (including themselves) or agent or agents, who shall have authority to sign or countersign, by manual, electronic or facsimile signature, on behalf of the Company, any checks, drafts, or other orders with respect to any funds standing to the credit of the Company maintained in any such account; provided, however, that such checks, drafts or orders bear the required number of specifically authorized signatures, in conformity with any restrictions, as specified in the written designation of the authorized signer or signers for that specific account;

RESOLVED FURTHER, that each Depository be and hereby is authorized to honor and pay any and all checks, drafts and orders for the payment or withdrawal of funds, or written, telephonic, electronic or oral instructions with respect to the electronic transfer of funds when made, signed, drawn, accepted or endorsed on behalf of the Company by any of the officers or employees of the Company so designated jointly by the Authorized Persons;

RESOLVED FURTHER, that in connection with any account maintained with any Depository, the Authorized Persons be and hereby are authorized and empowered to file with any Depository the facsimile signature of any officer or officers, employee or employees, agent or agents, and to direct such Depository to accept any one or more of the facsimile signatures filed in accordance with this resolution as sufficient execution of any check drawn against any such account for which a facsimile signature or signatures are authorized, including any such checks, drafts or other orders drawn in favor of any person or persons whose authorized facsimile signature or signatures have been affixed thereto;

RESOLVED FURTHER, that the Authorized Persons be and hereby are authorized and directed, by letter or other document signed by the Authorized Persons, to direct the use of electronic funds transfer systems for the transfer of funds of the Company and to enter into such agreements for the use of such systems as they deem necessary or appropriate from time to time;

RESOLVED FURTHER, that the Authorized Persons be and hereby are authorized to execute, on behalf of the Company, agreements with Depositories to provide various services for the Company including, but not limited to, rental of safe deposit boxes, lock box services, payroll services and other banking or financial services;

RESOLVED FURTHER, that the Authorized Persons and any individual or individuals designated in writing by any Authorized Persons be, and each of them hereby is, authorized and directed to execute and sign on behalf of the Company any and all statements relating or pertaining to the certification of any account or accounts maintained in such Depositories that require execution by the Company;

General Investment

RESOLVED FURTHER, that the Authorized Persons be and hereby are authorized and directed to establish such investment and custodial accounts for the safekeeping of such investment securities and to designate specific types of investments with Depositories as the Authorized Persons establishing the same shall deem necessary or appropriate in order to invest funds of the Company in such financial investments in accordance with the Company's investment policy;

RESOLVED FURTHER, that the Authorized Persons be and hereby are authorized and directed to designate, from time to time, by letter or other document signed by the Authorized Persons, the officers or employees of the Company, including themselves, who shall have the authority to direct the execution of trades on behalf of the Company in the investment accounts established pursuant to the immediately preceding resolution, in each case in accordance with the Company's investment policy; and

RESOLVED FURTHER, that the Authorized Persons be and hereby are authorized and directed to designate, by letter or other document, certain

Depositories for the custody and safekeeping of securities, as any Authorized Person deems necessary or appropriate from time to time.

Authority of Officers

RESOLVED FURTHER, that each officer of the Company, acting singly or with one or more other officers, is authorized and empowered to execute and deliver any and all agreements, contracts, instruments, and documents requiring the signature of the Company, and which they or any one of them may deem necessary, appropriate or desirable in connection with or in furtherance of the business affairs of the Company, and that the execution and delivery of any such agreements, instruments, and documents by such officer or officers shall be binding upon the Company without any further authorization or formality, and such execution and delivery shall be conclusive evidence of their determination and the approval of the Board of Directors; and

RESOLVED FURTHER, that the Secretary of the Company is authorized to certify to any third party the authority of Company officers or Authorized Persons to act on behalf of the Company as authorized herein, and such third party is hereby authorized to rely upon such certificate as evidence of the approval of the Board of Directors of such act or acts without further action by the Board of Directors.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, has
executed this written consent as of the date first indicated above.

By:_____

Name: Andrew S. Price

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE SHAREHOLDERS
OF
HIGHER GROUND EDUCATION INC.**

_____, 2025

2HR Learning, Inc., a Texas corporation ("**2HR Learning**"), and YYYYYY, LLC, a Delaware limited liability company ("**5Y**") being all of the shareholders of Higher Ground Education Inc., a Delaware corporation (the "**Company**"), do hereby waive any and all requirements for the holding of a meeting of the shareholders, including, without limitation, any requirements as to notice thereof, and do hereby consent to the following resolutions by written consent in accordance with the Delaware General Corporation Laws ("**DGCL**") and the Amended and Restated Bylaws of the Company (the "**Bylaws**"):

WHEREAS, the Company filed a voluntary petition for relief in the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**"), commencing voluntary proceeding Case No. 25-80121 (MVL) (the "**Bankruptcy Case**") pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "**Bankruptcy Code**") on June 17, 2025;

WHEREAS, as part of the Bankruptcy Case, the Company has filed the [Second] Amended Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors, and the Official Committee of Unsecured Creditors, dated [October 13], 2025 (as the same may be amended, modified or supplemented from time to time in accordance with the provisions hereof and thereof, the "**Plan**") which has been approved by the Bankruptcy Court;

WHEREAS, the Bankruptcy Court has entered an order confirming the Plan and on the effective date of the Plan (the "**Effective Date**"), 2HR Learning was issued 40% of shares of the Company and 5Y was issued the remaining 60% of shares of the Company;

WHEREAS, as contemplated by Section 5.2 of the Plan, each member of the board of directors of the Company existing immediately before the Effective Date shall be deemed terminated and/or removed without cause effective immediately upon the Effective Date and 2HR Learning and 5Y may nominate and elect new members for the board of directors of the Company in accordance with the Company's certificate of incorporation, bylaws, and any other applicable organizational documents; and

WHEREAS, 2HR Learning and 5Y, being all of the shareholders of the Company, hereby find that it is advisable and in the best interests of the Company to appoint new directors.

NOW THEREFORE, BE IT RESOLVED, that each member of the board of directors of the Company existing immediately before the Effective Date shall be deemed terminated and/or removed without cause effective immediately upon the Effective Date;

RESOLVED FURTHER, that the size of the board of directors is fixed at one (1), and that Andrew S. Price is hereby appointed to serve as the sole director of the

Company (the “Director”) and to serve in accordance with the Bylaws, as they may be amended from time to time, until his successor is elected or qualified or until his earlier resignation or removal;

RESOLVED FURTHER, that this Action by Unanimous Written Consent of the Shareholders of Higher Ground Education Inc. (“***Unanimous Shareholder Consent***”), may be executed in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute but one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof; and

RESOLVED FURTHER, that this Unanimous Shareholder Consent shall be delivered to the officer or agent having custody of the books in which proceedings of meetings of the stockholders of the Company are kept.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the shareholders of the Company,
hereby consent to, approve and adopt the foregoing actions as on the date first indicated above.

2HR LEARNING, INC.

By: _____

Name: Andrew S. Price

Title: Chief Financial Officer

YYYYYY, LLC

By: _____

Name: Andrew S. Price

Title: Chief Financial Officer

ALTSCHOOL II, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of ALTSCHOOL II, LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “*Member*”) and each other person admitted from time to time as a Member of the Company (collectively, the “*Members*”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “*Act*”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on or about April 16, 2014 (the “*Prior Agreement*”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. **Name.** The name of the Company is **ALTSCHOOL II, LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

(i) **Purpose.** The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

2. **Principal Office.** The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

3. **Registered Agent.** The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

4. **Term.** The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a)

the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

5. Interests. The Company shall be authorized to issue one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

6. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

7. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

8. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

9. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

10. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

11. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be

multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

12. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

13. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

15. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

16. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of

the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

17. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

18. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

19. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

20. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

21. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of ALTSCHOOL II, LLC,
has caused this Agreement to be duly adopted by the Company on this ____ day of
_____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

ALTSCHOOL II, LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	100

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

GUIDEPOST A LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of Guidepost A LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of the ____ day of _____, 2025, by Higher Ground Education Inc. (the “*Member*”) and each other person admitted from time to time as a Member of the Company (collectively, the “*Members*”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “*Act*”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on July 8, 2016 (the “*Prior Agreement*”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. **Name.** The name of the Company is **Guidepost A LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. **Purpose.** The purposes of the Company are to own, manage, and/or schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. **Principal Office.** The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. **Registered Agent.** The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. **Term.** The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as

such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any

expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of Guidepost A LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

HIGHER GROUND EDUCATION INC.

By:_____

Name: Andrew S. Price

Title: President

GUIDEPOST A LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Higher Ground Education Inc. 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	100

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

GUIDEPOST BRADLEY HILLS LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of Guidepost Bradley Hills LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “*Member*”) and each other person admitted from time to time as a Member of the Company (collectively, the “*Members*”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “*Act*”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on or about May 3, 2022 (the “*Prior Agreement*”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. **Name.** The name of the Company is **Guidepost Bradley Hills LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. **Purpose.** The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. **Principal Office.** The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. **Registered Agent.** The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. **Term.** The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as

such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any

expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of Guidepost Bradley Hills LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

GUIDEPOST BRADLEY HILLS LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	100

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

GUIDEPOST BRANCBURG LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of Guidepost Branchburg LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “*Member*”) and each other person admitted from time to time as a Member of the Company (collectively, the “*Members*”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “*Act*”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on or about May 3, 2022 (the “*Prior Agreement*”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. **Name.** The name of the Company is **Guidepost Branchburg LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. **Purpose.** The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. **Principal Office.** The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. **Registered Agent.** The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. **Term.** The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as

such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any

expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of Guidepost Branchburg LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

GUIDEPOST BRANCBURG LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	100

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

GUIDEPOST LEAWOOD LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of Guidepost Leawood LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “*Member*”) and each other person admitted from time to time as a Member of the Company (collectively, the “*Members*”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “*Act*”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on or about May 3, 2022 (the “*Prior Agreement*”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is **Guidepost Leawood LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. Purpose. The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Principal Office. The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. Registered Agent. The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. Term. The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as

such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "*Indemnified Person*") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any

expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of Guidepost Leawood LLC,
has caused this Agreement to be duly adopted by the Company on this ____ day of
_____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

GUIDEPOST LEAWOOD LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	100

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

GUIDEPOST SOUTH RIDING LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of Guidepost South Riding LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “*Member*”) and each other person admitted from time to time as a Member of the Company (collectively, the “*Members*”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “*Act*”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on or about May 3, 2022 (the “*Prior Agreement*”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. **Name.** The name of the Company is **Guidepost South Riding LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. **Purpose.** The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. **Principal Office.** The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. **Registered Agent.** The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. **Term.** The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as

such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any

expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of Guidepost South Riding LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

GUIDEPOST SOUTH RIDING LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	100

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

HGE FIC H LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of HGE FIC H LLC, a Delaware limited liability company (the “**Company**”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “**Member**”) and each other person admitted from time to time as a Member of the Company (collectively, the “**Members**”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on May 10, 2019 (the “**Prior Agreement**”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is **HGE FIC H LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. Purpose. The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Principal Office. The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. Registered Agent. The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. Term. The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue a total of twenty (20) units of limited liability company interests, fourteen (14) of which shall be designated as “*Series A Units*,” all of which shall be issued to the Member, and six (6) of which shall be designated as “*Series B Units*” (the Series A Units and Series B Units collectively referred to as “*Units*”), none of which are issued as of the effective date of this Agreement. Units shall for all purposes be personal property. The Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “*Managers*”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “*Officers*”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be

multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of

the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of HGE FIC H LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

HGE FIC H LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>SERIES AND NUMBER OF UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	14 Series A Units

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

HGE FIC K LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of HGE FIC K LLC, a Delaware limited liability company (the “**Company**”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “**Member**”) and each other person admitted from time to time as a Member of the Company (collectively, the “**Members**”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on June 18, 2020 (the “**Prior Agreement**”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is **HGE FIC K LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. Purpose. The purposes of the Company are to own, manage and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Principal Office. The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. Registered Agent. The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. Term. The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue a total of twenty (20) units of limited liability company interests, fourteen (14) of which shall be designated as “**Series A Units**,” all of which shall be issued to the Member, and six (6) of which shall be designated as “**Series B Units**” (the Series A Units and Series B Units collectively referred to as “**Units**”), none of which are issued as of the effective date of this Agreement. Units shall for all purposes be personal property. The Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be

multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of

the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of HGE FIC K LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

HGE FIC K LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>SERIES AND NUMBER OF UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	14 Series A Units

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

HGE FIC R LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of HGE FIC R LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “*Member*”) and each other person admitted from time to time as a Member of the Company (collectively, the “*Members*”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “*Act*”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on March 9, 2022 (the “*Prior Agreement*”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is **HGE FIC R LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. Purpose. The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Principal Office. The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. Registered Agent. The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. Term. The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as

such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any

expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of HGE FIC R LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

HGE FIC R LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	100

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

LEPORT EMERYVILLE LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of LePort Emeryville LLC, a Delaware limited liability company (the “**Company**”), is made and entered into as of the ____ day of _____, 2025, by Guidepost A LLC (the “**Member**”) and each other person admitted from time to time as a Member of the Company (collectively, the “**Members**”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on June 1, 2015, and subsequently amended on February 20, 2020 (collectively, the “**Prior Agreement**”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is **LePort Emeryville LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. Purpose. The purposes of the Company are to own, manage, and/or operate schools in selected markets within the United States, and to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Principal Office. The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. Registered Agent. The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. Term. The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last

remaining Member of the Company or the occurrence of any other lawful event which terminates the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Interests. The Company shall be authorized to issue four (4) units of limited liability company interests, all of which shall be of one class and shall be designated as “**Common Units**,” and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.

7. Capital Contributions of the Members. The amount of each Member’s capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member’s name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

8. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

9. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

10. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

11. Management. The persons designated as managers of the Company (the “**Managers**”) shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a “manager” within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized “by the Manager(s)” or at the “discretion of the Manager(s)” shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Officers. The officers of the Company (the “**Officers**”), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including “chief executive officer,” “president,” “vice president,” “treasurer,” “secretary,” “assistant secretary” and “chief financial officer.” Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the

Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

13. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

14. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

16. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

17. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided

that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

18. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

19. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

20. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

21. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of LePort Emeryville LLC,
has caused this Agreement to be duly adopted by the Company on this ____ day of
_____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

GUIDEPOST A LLC

By:_____

Name: Andrew S. Price

Title: President

LEPORT EMERYVILLE LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>NUMBER OF COMMON UNITS</u>
Guidepost A LLC 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00	4

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

PREPARED MONTESSORIAN LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Prepared Montessorian LLC, a Delaware limited liability company (the “**Company**”), is made and entered into as of the ____ day of _____, 2025, by Higher Ground Education Inc. (the “**Member**”) and each other person admitted from time to time as a Member of the Company (collectively, the “**Members**”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on May 3, 2018 (the “**Prior Agreement**”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is **Prepared Montessorian LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Principal Office. The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. Registered Agent. The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. Term. The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Capital Contributions of the Members. The amount of each Member's capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member's name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

7. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

8. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

9. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

10. Management. The persons designated as managers of the Company (the "**Managers**") shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a "manager" within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized "by the Manager(s)" or at the "discretion of the Manager(s)" shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

11. Officers. The officers of the Company (the "**Officers**"), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including "chief executive officer," "president," "vice president," "treasurer," "secretary," "assistant secretary" and "chief financial officer." Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the

Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

12. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

13. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

15. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

16. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of

such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

17. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

18. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

19. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

20. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

21. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of Prepared Montessorian LLC, has caused this Agreement to be duly adopted by the Company on this ____ day of _____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

HIGHER GROUND EDUCATION INC.

By:_____

Name: Andrew S. Price

Title: President

PREPARED MONTESSORIAN LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>
Higher Ground Education Inc. 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

TERRA FIRMA SERVICES LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Terra Firma Services LLC, a Delaware limited liability company (the “**Company**”), is made and entered into as of the ____ day of _____, 2025, by Higher Ground Education Inc. (the “**Member**”) and each other person admitted from time to time as a Member of the Company (collectively, the “**Members**”).

WHEREAS, the Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”);

WHEREAS, the initial limited liability company agreement of the Company was entered into on October 6, 2018 (the “**Prior Agreement**”); and

WHEREAS, the Member desires to amend and restate the Prior Agreement and to enter into this Amended and Restated Limited Liability Company Agreement to set forth, among other things, its respective rights and obligations as Member.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is **Terra Firma Services LLC**. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Principal Office. The Company shall maintain a virtual office at 2028 E. Ben White Blvd., Suite 240-2650, Austin, Texas 78741, or at such other place or places as the Manager may from time to time designate.

4. Registered Agent. The name of the registered agent for service of process of the Company and the address of the Company’s registered office in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, Kent County, or such other agent or office in the State of Delaware as the Manager may from time to time designate.

5. Term. The Company shall commence upon the filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall conclude upon the earlier of (a) the written consent of the Members or (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other lawful event which terminates

the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

6. Capital Contributions of the Members. The amount of each Member's capital contribution to the Company (or the amount of capital contribution attributable to such Member) is set forth across from such Member's name on **EXHIBIT A** hereto, as may be updated and amended from time to time. Notwithstanding the foregoing, the Member shall not be obligated to make capital contributions to the Company.

7. Allocation of Profit and Loss. All profits and losses of the Company shall be allocated to the Members *pro rata* in accordance with their respective capital contributions.

8. Distributions and Withdrawals. Distributions and withdrawals, and the timing and amounts thereof, will be made solely at the discretion of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate applicable law.

9. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

10. Management. The persons designated as managers of the Company (the "**Managers**") shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, and such person(s) shall be a "manager" within the meaning of the Act. As of the date hereof, Christopher Tranquill shall be designated as the sole Manager of the Company within the meaning of the Act. Except as provided elsewhere in this Agreement, any action to be taken or authorized "by the Manager(s)" or at the "discretion of the Manager(s)" shall be construed to require the approval of a majority of the Managers; provided, that in the event that there is only one Manager of the Company, then only the approval of such Manager is required. Any Manager acting alone is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

11. Officers. The officers of the Company (the "**Officers**"), if any, shall be appointed by the Manager in their sole discretion and shall hold office until their respective successors are elected or until their earlier death, resignation, or removal. The Manager may assign Officers titles including "chief executive officer," "president," "vice president," "treasurer," "secretary," "assistant secretary" and "chief financial officer." Any Officers appointed will have such authority and perform such duties as the Manager may, from time to time, delegate to them. No Officer need be a Member, any number of offices may be held by a single person, and there may be multiple persons holding the same office. The salaries and other compensation, if any, of the Officers shall be fixed from time to time by the Manager. Any Officer may resign, in writing, as such at any time and such resignation will be effective at the time specified in the written resignation, or if no time is specified, at the time the written resignation is received by the Company. Any Officer may be removed as such, either with or without cause, at any time by the Manager. The officers of the Company, if any, shall be set forth on Schedule I attached hereto. For the avoidance of doubt, in the event that Officers have been appointed by the Manager, the

Manager of the Company shall continue to have the ability to act on behalf of the Company including, but not limited to, having the authority to execute any agreement on behalf of the Company.

12. Rights of Members. Other than Members who are acting in their capacities as Manager(s) under the terms of this Agreement, or as expressly provided herein, the Members shall take no part in the control or management of the Company's business nor shall the Members have any power or authority to act for or on behalf of the Company. Except as expressly provided herein or as required by law, the Members shall have no right to vote on any Company matters.

13. Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof; and

(b) to the Members in accordance with their respective shares of Company profit and loss pursuant to Section 7 above.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

15. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

16. Indemnification. The Company hereby agrees to indemnify, defend and hold harmless any person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was serving as the Manager or an officer of the Company or is or was serving at the request of the Company as a manager or officer; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding related to any such indemnifiable matter shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of

such Indemnified Person to repay such amounts if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The right to indemnification and the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement, by-law, vote of the Manager or otherwise. If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 16 to the fullest extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

17. Other Instruments and Acts. Each of the Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

18. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

19. Amendment. This Agreement may be amended with the unanimous written consent of the Members.

20. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

21. Entire Agreement. This Agreement constitutes the full, complete, and final agreement of Members and Manager and supersedes all prior agreements among the Members and Manager with respect to the Company.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned, being the Manager of Terra Firma Services LLC,
has caused this Agreement to be duly adopted by the Company on this ____ day of
_____, 2025.

Andrew S. Price

The undersigned, being the sole Member, does hereby ratify, confirm, and approve the adoption of this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement as of the ____ day of _____, 2025.

MEMBER:

HIGHER GROUND EDUCATION INC.

By:_____

Name: Andrew S. Price

Title: President

TERRA FIRMA SERVICES LLC

EXHIBIT A

Schedule of Members

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>
Higher Ground Education Inc. 2028 E. Ben White Blvd., Ste. 240-2650 Austin, TX 78741	\$0.00

SCHEDULE I

Officers

Andrew S. Price: President, Secretary, Chief Financial Officer

Exhibit B

Cancelled Equity Interests

[Filed at Docket No. 631]

Exhibit C

Schedule of Designated EB-5 Entities

[Filed at Docket No. 631]

Exhibit D

Schedule of Debtors' Retained Causes of Action

Article 4.4 of the Plan provides as follows:

Except as otherwise provided in this Plan, an agreement or document entered into in connection with the Plan, or in a Final Order of the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code and as set forth more fully in the Disclosure Statement, the Debtors reserve and, as of the Effective Date, assign to the Liquidating Trust the Debtors' Retained Causes of Action identified in the Plan Supplement. On and after the Effective Date, the Liquidating Trustee, as appropriate may pursue the Debtors' Retained Causes of Action on behalf of and for the benefit of the Liquidating Trust Beneficiaries.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Debtors' Retained Cause of Action against it as any indication that the Liquidating Trustee will not pursue any and all available Causes of Action against it. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Bankruptcy Court, the Litigation Trustee expressly reserves all Debtors' Retained Causes of Action for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to such Debtors' Retained Causes of Action upon, after, or as a consequence of Plan confirmation or the Effective Date.

The Debtors or the Liquidating Trustee, as applicable, reserve such Debtors' Retained Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The Liquidating Trustee shall retain and shall have, including through their authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Debtors' Retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Except as otherwise provided in the Plan, the Confirmation Order, or in any settlement agreement approved during the Chapter 11 Cases: (a) any and all rights, Claims, Causes of Action, defenses, and counterclaims of or accruing to the Debtors or their Estates with respect to the Debtors' Retained Causes of Action shall remain assets of and vest in the Liquidating Trust, whether or not litigation relating thereto is pending on the Effective Date, and whether or not any such rights, claims, Causes of Action, defenses, and counterclaims have been listed or referred to in the Plan, the Schedules, or any other document filed with

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

For the avoidance of doubt, in pursuing any Debtors' Retained Causes of Action, the Liquidating Trustee shall be deemed a trustee for all purposes under section 108 of the Bankruptcy Code, shall be entitled to all extension of time and/or tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the periods in which any of the Debtors' Retained Causes of Action may be brought under section 546 of the Bankruptcy Code

Notwithstanding and without limiting the generality of Section 4.4 of the Plan, this **Exhibit D** includes certain Causes of Action expressly preserved for the benefit of the Liquidating Trust, subject to the terms of the Plan and the information provided in this **Exhibit D**, including the following types of claims, solely to the extent such Causes of Action are not otherwise specifically released, waived, settled, compromised, transferred, or assigned under the Plan or any order of the Court. For the avoidance of doubt, nothing herein shall modify the releases contained in the Plan. This Schedule of Debtors' Retained Causes of Action is subject to ongoing review and discussion and may be amended, modified, or supplemented by the Debtors and the Committee at any time prior to the Plan's Effective Date.

1. Causes of Action Against Non-Released D&Os and Venn Growth GP Limited LP

All Claims and Causes of Action against Greg Mauro, Rob Hutter, Zheng Yu Huang, Ramandeep (Ray) Girn, and Jonathan McCarthy, each solely in their capacity as a director or officer, as applicable (collectively, the “**Non-Released D&Os**”), and all Claims and Causes of Action against Venn Growth GP Limited LP (“**Venn**”) and any statutory or non-statutory current or former insider of a Debtor that is not a Settlement Party, are expressly retained and shall vest in the Liquidating Trust. Specifically, the Retained Causes of Action include all Claims and Causes of Action against the Non-Released D&Os, Venn, and any statutory or non-statutory current or former insider of a Debtor that is not a Settlement Party or a Released Party, for actions or inaction, including breach of fiduciary duty, aiding and abetting breach of fiduciary duty, fraud, willful misconduct, gross negligence, and all other Claims and Causes of Action related to or arising from the transactions discussed in the Disclosure Statement, including the foreclosures, prepetition asset sales, and loan activities identified in Art. IV of the Disclosure Statement, and in relation to or arising from other business-related decisions (including those involving the Debtors’ Unexpired Leases and Executory Contracts).

2. Causes of Action Against Settlement Parties

Pursuant to Article 4.2.1 of the Plan, the Settlement Parties are required to pay the Settlement Party Payment to the Debtors or Liquidating Trustee, as applicable. If the Settlement Party Payment is not paid in full, or if any portion of the Settlement Party Payment is clawed back and not promptly repaid upon demand, the release of Causes of Action against the Settlement Parties becomes void and all Claims and Causes of Action against the Settlement Parties for actions or inaction, including breach of fiduciary duty, aiding and abetting breach of fiduciary duty, fraud, willful misconduct, and gross negligence, related to or arising from the transactions discussed in the Disclosure Statement, including the foreclosures, prepetition asset sales, and loan activities identified in Art. IV of the Disclosure Statement, or in relation to or arising from other business-related decisions (including those involving the Debtors’ Unexpired Leases and Executory Contracts), shall become Debtors’ Retained Causes of Action.

3. Avoidance Actions

Debtors’ Retained Causes of Action include, without limitation, all Claims, Causes of Action, or remedies that have been or may be asserted by or on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including claims, Causes of Action, or remedies under sections 502, 510, 542, 543, 544, 545, and 547 through 553 of the Bankruptcy Code, or under similar or related local, state, federal, foreign law, or common law (collectively, “**Avoidance Actions**”), including those identified on the Schedules against the transferees identified on the Schedules; *provided, however*, that such Avoidance Actions do not include those Avoidance Actions against the Released Parties and the Reorganized HGE Assets, including, without limitation, those Reorganized HGE Assets identified as items 1 through 5 in Exhibit H hereto. **Certain claimants, Persons, and other parties who received, directly or indirectly, payments, offsets, recoupments and/or rebates, or transfers of property from the Debtors (or on a Debtor’s behalf) may be subject to suit to recover any preferences, fraudulent transfers, or other avoidance transfers. The Schedules provide some information in that regard, HOWEVER, no Person or claim Holder may rely on its**

omission from the Schedules or herein as any indication that the Debtors, the Estates, or the Liquidating Trust will not pursue any and all available claims and Causes of Action against it.

4. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Claims and Causes of Action based in whole or in part upon any and all insurance policies, including D&O Insurance Policies, to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, claims and Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters, or against any insurance policy proceeds.

5. Other Causes of Action.

Debtors' Retained Causes of Action include all counterclaims, defenses, and rights of setoff and recoupment against: (a) all Entities that have filed, or may file a Proof of Claim or Administrative Expense Claim in these Chapter 11 Cases; (b) all Entities with Claims listed in the Debtors' Schedules, regardless of whether or not such Claims are listed as contingent, unliquidated, or disputed, to the extent such Claims are not satisfied or expressly released under the Plan; and (c) all Entities that were party to the Restructuring Support Agreement, dated June 17, 2025, that are not considered Settlement Parties under the Plan. The Debtors' Retained Causes of Action also include all Claims and Causes of Action owned by the Debtors and listed in their respective Schedules, except such Causes of Action that are Reorganized HGE Assets.

Exhibit E

Liquidating Trust Agreement

[Filed at Docket No. 631]

Exhibit F

Schedule of Transferred Executory Contracts and Unexpired Leases

1. Comdata MasterCard Corporate Card Agreement, dated August 20, 2019, between Higher Ground Education, Inc. and Comdata, and all subsequent amendments, which will be assigned to Guidepost Global Education, Inc.

Exhibit G

Schedule of Reorganized HGE Contracts and Leases

[Filed at Docket No. 631]

Exhibit H

Schedule of Reorganized HGE Assets

Article 1.1.123 of the Plan defines “Reorganized HGE Assets” as:

[A]ll property of the Debtors’ Estates, including without limitation, all (a) School Assets, (b) Guidepost Global Assets, (c) Reorganized HGE Contracts or Leases, (d) PassThrough Assets, (e) Subsidiary Equity Interests in the Reorganized HGE Subsidiaries, (f) corporate documentation and corporate records, (g) all Causes of Action that are not Debtors’ Retained Causes of Action, and (h) property identified on the Schedule of Reorganized HGE Assets. For the avoidance of doubt, the Liquidating Trust Assets are not included in the definition of “Reorganized HGE Assets.”

Further, Article 4.11 of the Plan provides:

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

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

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

In addition to the language set forth in the Plan, the Reorganized HGE Assets includes, without limitation, the following assets:

- 1) Cash being held in escrow or on deposit by Corpay, Inc. and its Related Parties that is property of the Debtors, including any Causes of Actions related thereto.
- 2) Recoveries of collateral and other Debtors' Assets resulting from any potential settlement of that litigation identified as Case No. CV0002049 in the Superior Court of the State of California, County of Marin, including any Causes of Actions related to the recovery of such Debtors' assets.
- 3) Any Cash proceeds from the sale of any of the Debtors' assets.
- 4) Claims Related to Taxing Authorities - Unless otherwise specifically and expressly released under the Plan, any and all tax-related claims or rights of the Debtors or Reorganized Debtors, including, without limitation, claims and Causes of Action relating to tax credits, refunds, overpayments, offsets, or other tax attributes of the Debtors or Reorganized Debtors are expressly retained and shall vest in the Reorganized Debtors. This includes any such claims to which any Debtor or Reorganized Debtor is a party, or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, Claims and Causes of Action against or related to all Entities that owe (or that may in the future owe) money related to tax credits, refunds, overpayments, offsets, or other tax attributes of the Debtors or Reorganized Debtors, regardless of whether such Entity is specifically identified in the Plan, the Plan Supplement, or any amendments thereto.
- 5) Claims and Causes of Action related to Reorganized HGE's use and ownership of each other Reorganized HGE Asset; provided that the Liquidating Trustee and Reorganized HGE shall consult in good faith to resolve any overlap between the foregoing and any proposed litigation by the Liquidating Trust.
- 6) Unless otherwise expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Bankruptcy Court order, and except as otherwise provided for in the Plan, the Debtors expressly reserve all Claims and Causes of Action based in and/or related to all security deposits, adequate assurance payments, retainers, any other type of

deposits, prepayments, and other similar payments, and/or postings of money or other collateral, including all those described in the Schedules.

Exhibit I

Reorganized HGE Subsidiaries

[Filed at Docket No. 631]

Exhibit J

Identity and Compensation of Insiders Employed or Retained by Reorganized HGE

[Filed at Docket No. 631]

Exhibit K

Election of Subscription Option

[Filed at Docket No. 631]