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[Proposed] Counsel for Highlands Community Charter and Technical Schools

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

In re Highlands Community Charter and Technical Schools, Debtor and Debtor in Possession.[1]	Case No. 26-25868 Chapter 11 DCN: SMR-3 Judge: Hon. [●] Date: [●], 2026 Time: [●] Place: [●]

EXHIBIT LIST IN SUPPORT OF DEBTOR'S EMERGENCY MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES

[1] The last four digits of the Debtor's federal tax identification number is 0967. The mailing address for the Debtor is 1111 Howe Ave. Suite 505 Sacramento, CA 95825.

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Highlands Community Charter and Technical Schools ("HCCTS" or, the "Debtor"), a California Non-Profit Corporation organized under the laws of the State of California, and the above-captioned debtor and debtor-in-possession in this voluntary chapter 11 case (the "Chapter 11 Case") filed on the date hereof (the "Petition Date") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), hereby submits the following exhibits in support of the *Debtor's Emergency Motion For Entry of An Order Authorizing Rejection of Certain Unexpired Leases* filed contemporaneously herewith:

Exhibit	Description	Page(s)
A	*[Proposed]* Order (I) Authorizing the Rejection of Certain Unexpired Leases Effective as of the Petition Date, and (II) Granting Related Relief	4-9
B	Rejected Leases	11

Dated: October 4, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By */s/ Ori Katz*
Ori Katz

Proposed Counsel for Highlands Community Charter and Technical School

EXHIBIT A

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SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
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In re Highlands Community Charter and Technical Schools, Debtor and Debtor in Possession.[1]	Case No. 26-25868 Chapter 11 DCN: SMR-3 Judge: Hon. [●] Date: [●], 2026 Time: [●] Place: [●]

ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN UNEXPIRED LEASES EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtor and debtor in possession (the "Debtor") for the entry of an order (this "Order"): (a) authorizing, but not directing, the rejection of certain unexpired leases identified and set forth on **Exhibit 1** attached hereto (each, a "Lease," and collectively, the "Leases"), effective as of the Petition Date; (b) authorizing the abandonment of any personal property remaining at the Premises; (c) establishing the later of (i) thirty (30) days

[1] The last four digits of the Debtor's federal tax identification number is 0967. The mailing address for the Debtor is 1111 Howe Ave. Suite 505 Sacramento, CA 95825.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

after entry of an order granting the Motion, or (ii) the deadline set by the Court for prepetition claims to be filed, as the deadline for filing a claim arising from rejection of the Leases; and (d) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration, the Raymond Declaration and the Memorandum; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion, the Raymond Declaration and the Memorandum, and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. Each of the Leases identified on **Exhibit 1** attached hereto is rejected under section 365 of the Bankruptcy Code effective as of the Petition Date.

3. Within two (2) business days after entry of this Order, the Debtor will serve this Order on each of the counterparties to each Lease.

4. Counterparties to Leases that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such respective Leases, if any, by the later of: (i) thirty (30) days after entry of this Order; or (ii) the deadline set by the Court for prepetition claims to be filed, as the deadline for filing a claim arising from rejection of the Leases.

5. The Debtor is authorized, but not directed, to abandon any personal property that is owned by the Debtor and located at the Premises. Any furniture, fixtures, or equipment, or other personal property remaining at the Premises as of the Petition Date is deemed abandoned effective as of the Petition Date without further order of this Court, free and clear of all liens, claims, interests, or other encumbrances.

6. If the Debtor has deposited monies with a counterparty to a rejected Lease set forth on **Exhibit 1** hereto as a security deposit or other arrangement, such counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

7. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtor or its estate to: (a) assert that any of the Leases (i) were terminated prior to the Petition Date, or (ii) are not executory contracts under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Leases is limited to the remedies available under any applicable termination provisions of the Leases; (c) assert that any such claim is an obligation of a third party, and not that of the Debtor or its estate; or (d) otherwise contest any claims that may be asserted in connection with the Leases. All rights, claims, defenses and causes of action that the Debtor and its estate may have against the counterparties to the Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Leases, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, limit, waive or otherwise such rights, claims, defenses and causes of action, and all rights, claims, defenses, and causes of action that the counterparties to the Leases may have are also reserved.

8. The Debtor reserves its rights to assume, assume and assign, or reject other or additional executory contracts or unexpired leases at any time during this Chapter 11 Case, and nothing herein shall be deemed to affect such rights.

9. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume

any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtor's rights under the Bankruptcy Code or any other applicable law.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the applicable Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. All applicable requirements under Bankruptcy Rule 6006 have been satisfied.

13. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

14. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

Rejected Leases

No.	Lease Counterparty	Lease	Address	City/State	Zip Code
1	Cesar Nava APC dba Nava Law Firm	Standard Industrial/Commercial Multi-Tenant Lease	560 South A St., Suite B	Oxnard, CA	93030
2	Canon Financial Services Inc., Acting as Agent for FlexTG Financial Services	Lease Agreement			
3	Canon Financial Services Inc., Acting as Agent for FlexTG Financial Services	Lease Agreement			
4	Canon Financial Services Inc., Acting as Agent for FlexTG Financial Services	Lease Agreement			
5	Teichert Land Co.	Office Lease Agreement	3600 American River Dr., Suite 280	Sacramento, CA	95864
6	Twin Rivers Unified School District	Facilities Use Agreement Between Twin Rivers Unified School District and Highlands Community Charter and Technical Schools (California Innovative Career Academy Charter School)	1333 Grand Ave.	Sacramento, CA	95838
7	Twin Rivers Unified School District	Facilities Use Agreement Between Twin Rivers Unified School District and Highlands Community Charter and Technical Schools (Highlands Community Charter School)	1333 Grand Ave.	Sacramento, CA	95838

EXHIBIT B

No.	Lease Counterparty	Lease	Address	City/State	Zip Code
1	Cesar Nava APC dba Nava Law Firm	Standard Industrial/Commercial Multi-Tenant Lease	560 South A St., Suite B	Oxnard, CA	93030
2	Canon Financial Services Inc., Acting as Agent for FlexTG Financial Services	Lease Agreement			
3	Canon Financial Services Inc., Acting as Agent for FlexTG Financial Services	Lease Agreement			
4	Canon Financial Services Inc., Acting as Agent for FlexTG Financial Services	Lease Agreement			
5	Teichert Land Co.	Office Lease Agreement	3600 American River Dr., Suite 280	Sacramento, CA	95864
6	Twin Rivers Unified School District	Facilities Use Agreement Between Twin Rivers Unified School District and Highlands Community Charter and Technical Schools (California Innovative Career Academy Charter School)	1333 Grand Ave.	Sacramento, CA	95838
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