18

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
ORI KATZ, State Bar No. 209561
KIRK RIDER, State Bar. No. 364539
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
Email: okatz@sheppard.com
krider@sheppard.com

[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-8 Judge: Hon. [●] Date: [●], 2026 Time: [●] Place: [●]

EXHIBIT LIST IN SUPPORT OF DEBTOR'S EMERGENCY APPLICATION FOR ORDER AUTHORIZING AND APPROVING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS NOTICE, CLAIMS, AND SOLICITATION AGENT

[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.

26258682610050000000000034

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 Application For Order Authorizing and Approving the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Notice, Claims, and Solicitation Agent* filed contemporaneously herewith:

Exhibit	Description	Page(s)
A	*[Proposed]* Order (I) Approving the Retention and Appointment of Kurtzman Carson Consultants, LLC dba Verita Global, as Notice, Claims, and Solicitation Agent To the Debtor, Effective as of Petition Date, and (II) Granting Related Relief	4-9
B	*Verita Agreement For Services*, dated as of September 25, 2026	11-18

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

6

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
ORI KATZ, State Bar No. 209561
KIRK RIDER, State Bar. No. 364539
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
Email: okatz@sheppard.com
krider@sheppard.com

[Proposed] Counsel for Highlands Community Charter and Technical Schools

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA,
SACRAMENTO DIVISION

In re	Case No. 26-25868
Highlands Community Charter and Technical Schools, Debtor and Debtor in Possession.[1]	Chapter 11 DCN: SMR-8
	Judge: Hon. [●] Date: [●], 2026 Time: [●] Place: [●]

[1] The Debtor in this chapter 11 case, along with the last four digits of the Debtor's federal tax identification number, is: Highlands Community Charter and Technical Schools [0967]. The mailing address for the Debtor is 1111 Howe Ave. Suite 505 Sacramento, CA 95825.

ORDER (I) APPROVING THE RETENTION AND APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL, AS NOTICE, CLAIMS, AND SOLICITATION AGENT TO THE DEBTOR, EFFECTIVE AS OF PETITION DATE, AND (II) GRANTING RELATED RELIEF

Upon consideration of the application (the "Application")[2] of the above-captioned debtor and debtor in possession (the "Debtor") for the entry of an order (this "Order") (i) appointing Verita as the notice, claims, and solicitation agent in this Chapter 11 Case, effective as of the Petition Date, to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in this Chapter 11 Case, and (ii) granting related relief; and upon the First Day Declaration, the Raymond Declaration and the Gershbein Declaration; and upon the statements of counsel made in support of the relief requested in the Application at the hearing before this Court; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this Chapter 11 Case and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given under the circumstances and in accordance with the Bankruptcy Rules and applicable Local Rules and that no other or further notice is necessary; and after due deliberation thereon; and this Court having found that the relief herein is in the best interests of the Debtor's estate and its creditors; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.

2. Pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002 and Local Rule 2002-1, the Debtor is authorized to retain Verita as claims, noticing and solicitation agent in this Chapter 11 Case, effective as of the Petition Date, under the terms of the Services Agreement, and Verita is authorized and directed to perform the services described in the Services Agreement and the Application and to receive, maintain,

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

record, and otherwise administer the proofs of claim filed in this Chapter 11 Case and to perform all related tasks as set forth in the Services Agreement and the Application.

3. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this Chapter 11 Case, and Verita is authorized and directed to maintain the official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

4. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Verita is authorized to take such other actions as required to comply with all duties set forth in the Application, the Services Agreement and this Order.

6. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

7. Without further order of this Court, the Debtor is authorized to compensate Verita in accordance with the terms and conditions of the Services Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses as the Claims, Noticing and Solicitation Agent.

8. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and Verita shall serve monthly invoices on the Debtor, the Trustee, counsel for the Debtor, counsel for any statutory committee, if one is appointed, and any party in interest that specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of the matter from this Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the services described in the Services Agreement and the Application shall be an administrative expense of the Debtor's chapter 11 estate.

11. Verita may apply its retainer to all prepetition invoices, and thereafter Verita may hold its retainer under the Services Agreement during this Chapter 11 Case as security for payment of Verita's final invoice for services rendered and expenses incurred under the Services Agreement.

12. The Debtor is authorized to indemnify Verita under the terms of the Services Agreement, subject to the following modifications:

a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement and the Application unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

b. Notwithstanding anything to the contrary in the Services Agreement, the Debtor shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Verita's own gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtor alleges the breach of Verita's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order;

c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing this Chapter 11

Case, Verita believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this Order), Verita must file an application therefor with this Court, and the Debtor may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

13. Notwithstanding anything to the contrary in the Services Agreement, during this Chapter 11 Case, the limitation of liability contained in section VIII of the Services Agreement shall be given no effect during the pendency of this Chapter 11 Case.

14. In the event that Verita is unable to provide the services described in the Services Agreement and the Application, Verita shall immediately notify the Clerk and the Debtor's counsel and shall cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

15. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code or any applicable law, for services that are to be performed by Verita but are not specifically authorized by this Order.

16. Verita shall not cease providing claims processing services during this Chapter 11 Case for any reason, including nonpayment, without an order of this Court.

17. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

18. After entry of an order terminating Verita's services as the claims, noticing and solicitation Agent, upon the closing of this Chapter 11 Case, or for any other reason, Verita shall

be responsible for: (i) forwarding to the Clerk an electronic version of all imaged claims; (ii) uploading the creditor mailing list into CM/ECF; and (iii) docketing a final Claims Register.

19. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

20. Notice of the Application shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the applicable Local Rules are waived by such notice.

21. The Debtor has satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003, and the Debtor and Verita are authorized to immediately take any and all actions necessary to effectuate the relief granted herein upon entry of this Order.

22. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

23. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT B

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 25th day of September 2026, between Highlands Community Charter & Technical Schools (the "Company"),[1] and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services related to the restructuring of Company, as agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure"). Verita shall provide all services outlined herein in a professional manner, consistent with industry standards. In performing the services, Verita shall not make any unauthorized use of any confidential or proprietary information of any other party or infringe the intellectual property rights of any other party.

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company's authorized representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

[1] The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

verita

VERITA AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its prices, charges and rates provided that Verita will give thirty (30) days written notice to the Company of any increase in prices, charges and rates.

B. In addition to fees and charges for services, the Company agrees to reimburse Verita's reasonable transportation, lodging, and meal expenses necessarily incurred in connection with services provided under this Agreement. Pre-approval by the Company will be required for any individual transportation, lodging, or meal expenses exceeding $100. Verita shall submit such pre-approval request to Teresa Cummings (teresa.cummings@hccts.org). Once the expenses have been incurred, Verita shall submit an itemized statement of such expenses with supporting documentation to Teresa Cummings (teresa.cummings@hccts.org) within thirty (30) days of incurring such expenses. Company shall reimburse approved expenses within thirty (30) days of receipt of the expense statement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company and any taxes charged on mailings and other services provided under this Agreement.

D. Verita is an independent contractor of Company and as such Verita shall pay all income taxes and FICA (Social Security and Medicate taxes) incurred by Verita while performing services under this Agreement. Company will not: (i) withhold FICA from Verita's payments or make FICA payments on Verita's behalf, (ii) make state or federal unemployment compensation contributions on Verita's behalf, or (iii) withhold state or federal income tax from Verita's payments. Verita shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Company.

E. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, Verita will provide a proposed fee for the cost of such services, and if Company agrees that Verita may provide such services for the proposed fee, the proposed fee of such services shall be charged to the Company upon providing those services. Notwithstanding, if a court with jurisdiction over the services to be provided by Verita to Company under this Agreement orders Verita to perform a service that is not provided for in the Verita fee structure, Verita may perform the service and Company will pay for the reasonable cost of the service.

F. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable within 30 days of the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed $10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any undisputed amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days or the maximum rate allowed by law, whichever is less. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately

upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

G. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be engaged pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

H. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of $30,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita, except to the extent developed specifically for Company, in which case they shall be the exclusive property of Company. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

IV. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures,

software and other information received from the other party in connection with the services provided under this Agreement, except as required by law. Provided, however, that if either party is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, and after providing the other party with an opportunity to object to its release and take steps necessary to prevent release, release the required information. Verita acknowledges that during the course of its engagement, it may have access to pupil and/or personnel records, which are confidential and protected under state and federal law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the California Education Code. Verita agrees to maintain the confidentiality of such records and to use them solely for the purpose of performing its obligations under this Agreement. Verita shall implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of pupil and/or personnel records and shall not disclose any such records to third parties without the prior written consent of Company, except as required by law. In the event of a breach of privacy or unauthorized disclosure of pupil and/or personnel records, Verita shall promptly notify Company and take all necessary actions to mitigate any harm resulting from such breach or disclosure. Verita shall ensure that all of its employees, agents, and subcontractors who may have access to pupil and/or personnel records are informed of and comply with these confidentiality obligations. Upon termination or expiration of this Agreement, Verita shall return or destroy all pupil and/or personnel records in its possession, in accordance with applicable law and Company policy, except that Veritas is authorized to send records to a court of law to the extent that the records are required by the Court.

V. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party (ii) immediately upon written notice for Cause (defined herein), or (iii) automatically on the revocation or nonrenewal of the Company's charter. As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with the fee schedule attached to this Agreement. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. Notwithstanding the foregoing, Verita will turn over any sensitive or personal data at Company's request in the event there is an invoice dispute and it is no longer needed to perform the services. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result

of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice, provided that if Company requests Verita to instead turn over the data and/or media and pays to Verita any outstanding and undisputed invoices, Verita shall not dispose of the data or media and shall instead turn over same to Company. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VI. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VII. ARTIFICIAL INTELLIGENCE (AI)

Verita may use AI-assisted tools solely to support service delivery (e.g., data processing, fraud detection, communications). Such tools do not independently make decisions affecting individuals. Personal information processed via such tools is subject to the same contractual restrictions, security measures, and data protection obligations as all other processing, and is not used to train shared or third-party AI models. Verita shall not enter Company's pupil records or confidential information into any AI-assisted tool(s).

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's negligence or misconduct or breach of this Agreement. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company under this Agreement. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated

under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

IX. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

X. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XI. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

Highlands Community Charter and Technical Schools
1111 Howe Ave, Suite #505
Sacramento, CA 95825
Attn: Teresa Cummings
Email: Teresa.cummings@hccts.org
Tel: (916) 643-2283

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

verita

VERITA AGREEMENT FOR SERVICES

XII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIII. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XIV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

verita

VERITA AGREEMENT FOR SERVICES

XVI. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

Signed by:
Evan Gershbein 9/25/2026
41878F97BE7747D...

BY: Evan Gershbein DATE:
TITLE: EVP, Corporate Restructuring Services

Company

Signed by:
Jonathan Raymond 9/25/2026
CD25C9FE304D4D7...

BY: Jonathan Raymond DATE: September 25, 2026
TITLE: Executive Director