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
Tel: (415) 434-9100; Fax: (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.	Case No. 26-25868 Chapter 11 DCN SMR-12 Judge: Hon. Christopher D. Jaime Date: November 10, 2026 Time: 11:00am Place: Courtroom 32 501 I Street Sacramento, California 95814

REVISED EXHIBIT IN SUPPORT OF DEBTOR'S APPLICATION TO EMPLOY ARCH & BEAM GLOBAL, LLC AS FINANCIAL ADVISORS TO DEBTOR

26258682611090000000000017

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 revised exhibit in support of the *Debtor's Application to Employ Arch & Beam Global, LLC as Financial Advisors*.

Exhibit	Description	Page(s)
A	Revised Proposed Order Authorizing Arch + Beam's Employment - *Redline against Dkt. No. 85*	3-6

Dated: November 6, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By */s/ Ori Katz*
ORI KATZ
Proposed Counsel for Highlands Community Charter and Technical School

EXHIBIT A

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.	Case No. 26-25868 Chapter 11 DCN: SMR-12 Judge: Hon. Christopher D. Jaime Date: November 10, 2026 Time: 11:00am Place: Courtroom 32 501 I Street Sacramento, California 95814

ORDER AUTHORIZING EMPLOYMENT OF ARCH & BEAM GLOBAL, LLC AS FINANCIAL ADVISORS TO THE DEBTOR

The Court, having considered the application (the "Application") of Highlands Community Charter and Technical Schools (the "Debtor") a California Non-Profit Corporation, and the debtor and debtor in possession in the above-captioned chapter 11 case (the "Bankruptcy Case"), for an order authorizing the employment of Arch & Beam Global, LLC ("Arch + Beam") as financial advisors to the Debtor (the "Application"), and the *Declaration of Matthew English* and in support thereof, no objection being filed, and good cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Application is approved.

2. The Debtor is authorized to employ Arch + Beam, upon the terms and conditions set forth in the Application, Bankruptcy Code section 327 and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure.

3. Arch + Beam shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's Chapter 11 Case as set forth in the Application and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court.

4. Professionals retained by the Debtor in this Chapter 11 Case have performed a significant amount of work after the Petition Date and before entry of this Order, and satisfy the exceptional circumstances exception for the compensation for pre-employment services. Any application or motion for compensation must distinguish between any services provided before the effective date of employment and services provided after the effective date of employment. The effective date of employment is the date of this Order.

5. In connection with any increases in Arch + Beam's rates set forth in the Application, ~~Sheppard~~Arch + Beam shall provide reasonable notice (i.e. at least ten days) by filing notice of such increase at least ten (10) days prior to ~~filing a fee statement or fee application reflecting such an~~the effective date of such increase.

6. Notwithstanding anything to the contrary in this Order or the Application, the Court is not approving terms and conditions of Arch + Beam's employment under 11 U.S.C. § 328(a), including the indemnity (§3) and arbitration (§4) provisions.

7. ~~6.~~ Notwithstanding any provision in Arch + Beam's engagement letter to the contrary, approval of the Application shall not alter the result dictated by the holding in *Baker Botts L.L.P. v. ASARCO LLC*, 135 S. Ct. 2158, 2169 (2015) and its construction of 11 U.S.C. § 330(a)(1).

DATED:

_____

United States Bankruptcy Judge