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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	
	§	
	§	
	§	
HIGHER GROUND EDUCATION, INC.,	§	
	§	Case No. 25-80121-11 (MVL)
et al.	§	
	§	Chapter 11
Debtors.	§	
	§	
	§	

CARL BARNEY'S OBJECTION TO GUIDEPOST GLOBAL EDUCATION INC.'S MOTION TO ENFORCE THE PLAN OF REORGANIZATION

Carl Barney, individually and as Trustee of the Carl Barney Living Trust, ("***Barney***"), by and through his undersigned counsel files this Objection ("***Objection***") to Guidepost Global Education, Inc.'s ("***GGE***") Emergency Motion to Enforce the Plan of Reorganization Against California Plaintiffs (the "***Motion***")[1] and respectfully states as follows:

[1] GGE's request for an emergency hearing was denied on July 28, 2026, and the Motion is now scheduled for hearing on regular notice on September 1, 2026 at 2:00 p.m

I. SUMMARY

1. GGE's Motion should be denied for the simple reason that neither the releases, nor the injunctive provisions of the confirmed Plan apply to the California Action. As set forth in more detail below, the express and unambiguous language in the Plan confirms that: (a) Barney is not a "Releasing Party"; (b) Barney's asserted claims in the California Action are excluded from the injunctive provisions and procedures within the Plan; and (c) the Debtor Entities have released all Claims and Causes of Action (including Avoidance Claims) against GGE, accordingly, Barney cannot – and is not – prosecuting any derivative claims against GGE on behalf of any Debtor Entity.

II. BACKGROUND

2. In July of 2018, Barney filed a lawsuit against Lukas Pieter, Peter Leport, M.D., Monica Leport, Francisco Leport, Ramandeep Girn, Rebecca Girn, and Higher Ground Education, Inc. ("***HGE***") under Case No. 30-2018-01006531-CU-FR-CJC in the Superior Court for the State of California, Orange County (the "***Pre-Petition Action***"). To date, HGE was dismissed as a defendant in the Pre-Petition Action and Barney is proceeding against the remaining defendants.

3. On June 17, 2025, Debtor Higher Ground Education, Inc. (together with its filing subsidiaries, the "***Debtors***") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in this Court.

4. On July 8, 2025, the United States Trustee for the Northern District of Texas (the "***U.S. Trustee***") appointed an Official Committee of Unsecured Creditors (the "***Committee***").

5. On November 20, 2025, the Debtors and the Committee filed a *Modified Amended Second Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors and the Official Committee of Unsecured Creditors* [Doc. No. 649] (the "***Plan***"). On November 26,

2025, the Court entered its *Order (I) Approving the Debtors' Disclosure Statement and (II) Confirming the Modified Amended Second Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors and the Official Committee of Unsecured Creditors* [Doc. No. 707] (the "***Confirmation Order***").

6. On May 13, 2026, Barney filed a new lawsuit against Learn Capital LLC, GGE, Greg Mauro, Rob Hutter, and Leport Educational Institute Inc. under Cause No. 30-2026-01571029-CU-MC-CJC in the Superior Court of the State of California, Orange County (the "***California Action***"). The California Action is different from the Pre-Petition Action because it asserts different claims against different defendants. None of the named defendants in the Pre-Petition Action are named as defendants in the California Action.

7. On July 23, 2026, GGE filed the Motion for Emergency Hearing [Docket No. 917] related to its Emergency Motion to Enforce the Plan of Reorganization [Docket No. 916].

8. On the same day, July 23, 2026, GGE filed its Answer in the California Action along with a Notice of Stay of Proceedings.

9. On July 24, 2026, Barney filed his response opposed to the request for an expedited hearing (the "***Response***") [Docket No. 918]. Barney incorporates by reference in full the arguments and authorities contained within his Response, as if fully set forth herein.

10. On July 27, 2026, the Court entered a *Notice of Denial of Motion for Expedited Hearing* and set the Motion for hearing on September 1, 2026.

11. On August 21, 2026, in the California Action, the court entered an order staying the proceedings as to Learn Capital, LLC and GGE due to notice of this bankruptcy case. Barney opposed the stay for reasons similarly stated below.

12. Barney requests this Court to enter an Order specifically allowing the California Action to proceed against GGE and Learn Capital, LLC if the Court agrees with Barney and finds that the Plan Injunction does to apply to bar the California Action.

III. THE CALIFORNIA ACTION DOES NOT VIOLATE THE PLAN INJUNCTION

13. GGE's Motion seeks to circumvent the California Action through an unmerited collateral attack in this Court. The Motion fundamentally conflates Barney's asserted claims from the 2018 Pre-Petition Action with the post-petition claims asserted against entirely different parties in the California Action.

14. On August 5, 2025, Barney filed Proof of Claim Number 289, asserting an unsecured claim for $30,000,000.00 plus exemplary damages, premised upon the claims set forth in his Third Amended Complaint in the Pre-Petition Action.

15. On November 4, 2025, Barney timely submitted a ballot and voted to reject the Plan and specifically exercised his right to *opt-out* of the Third-Party Releases. Attached as **Exhibit A** is Barney's filed ballot.

16. Barney has not released any of his claims against non-debtor, third-party, remaining defendants in the California Action.

A. Barney is Not a Releasing Party as Defined in the Plan and his Claims are Not Subject to the Plan Releases

17. The Effective Date of the Plan occurred on December 16, 2025. [Docket No. 721]. On the Effective Date, under the terms of the Plan and the corresponding Liquidating Trust Agreement [Doc. No. 631-51], John P. Madden became the "Liquidating Trustee" of the "HGE Liquidating Trust." The Plan created the HGE Liquidating Trust for the purpose of winding down the Debtors and distributing assets to creditors. The Plan also provided for the consolidation of the Debtors' estates for these purposes.

18. The Plan provided for a broad release of the "Released Parties." As defined in the Plan, "Released Parties" include Debtors, Independent Director, Reorganized HGE, the Committee and its members, the Liquidating Trustee, the Settlement Parties, and other affiliates. Plan at Article 1.1.124. It does not specifically list GGE; however, GGE is included within the definition of "Settlement Parties." Plan at Article1.1.144. Therefore, GGE is a "Released Party," but the question is: released by who? The correct answer is: not Barney.

19. There is a separate Plan definition for "Releasing Parties" which includes the Debtors, Reorganized HGE, the Committee, the Liquidating Trustee, the Settlement Parties, the Consenting Creditors, and other affiliates. Plan at Article 1.1.125. Barney does not fall within any of the parties identified as "Releasing Parties."[2]

20. The Plan defines "Consenting Creditors" as holders of claims who vote to accept the Plan and who do not check the box to affirmatively opt-out of the releases; and holders of claims who vote to reject the Plan and who do not check the box to affirmatively opt-out of the releases or object to the Plan in respect of the releases. Plan at Article 1.1.39. Barney does not qualify as a Consenting Creditor because he voted to reject the Plan and checked the box to affirmatively opt-out of the releases. *See* **Exhibit A**. Accordingly, Barney is not among the "Releasing Parties" under the Plan.

21. All to say, Barney's claims in the California Action are not subject to the Plan releases and his continued prosecution of those claims against non-released parties is not barred by the Plan.

[2] The definition of "Settlement Parties" in Article 1.1.139 of the Plan does not include Barney: "'Settlement Parties' means, collectively, 2HR Learning, Inc.; YYYYY, LLC; Guidepost Global; Learn; CEA; Yu Capital; WTI; TNC; and each of the aforementioned parties' Related Parties; *provided*, *however*, that no Non-Released D&O shall be considered a Settlement Party."

B. The Plan Injunction Does Not Apply to Barney and His Claims in the California Action

22. The Plan Injunction is found in Article 10.5 of the Plan and states in relevant part: " . . . all Entities that have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that have been released, discharged or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, Reorganized HGE, the Exculpated Parties, the 1125(e) Exculpated Parties, or the Released Parties." (Emphasis added).

23. The key language here is "*that have been released*" as emphasized above. Barney's claims have not been released because he is not a "Releasing Party." Therefore, the Plan Injunction does not bar Barney's California Action.

24. But who are the Exculpated Parties? Article 1.1.69 defines "Exculpated Parties" as the Debtors, the Independent Director, and the Committee and each of its members. Because no claims are asserted against the Exculpated Parties in the California Action, the Exculpation also does not apply to nor include Barney.

25. Because Barney owns his claims against GGE, and they have not been released, the Plan Injunction cannot apply at all to those claims.

26. The Plan Injunction in section 10.5 goes on to read: "No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, Reorganized HGE, the Exculpated Parties, the 1125(e) Exculpation Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, ***subject to Article 10.2, Article 10.3, Article 10.4, and Article 10.5 hereof***, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable,

represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized HGE, Exculpated Party, 1125(e) Exculpation Party, or Released Party, as applicable." (Emphasis added)

27. Because Articles 10.2, 10.3, and 10.4 do not apply to Barney or his claims in the California Action for the reasons stated above, Article 10.5 also does not apply to Barney.

28. From a Plan interpretation posture, Article 10.5 does not create a new or independent release. Rather, the concluding paragraph of that article includes a permissive gatekeeping provision that, by its own terms, is designed to protect the releases, exculpations, and injunctions granted in the referenced provisions of the Plan. The key limiting language is: "...a Claim or Cause of Action ... subject to Article 10.2, Article 10.3, Article 10.4, and Article 10.5..." Based on that language, it is clear that the gatekeeping requirement only applies to claims that are "subject to" Articles 10.2 through 10.5: that is, claims that are **subject to** the identified release, exculpation, or injunction provisions.

29. The procedure described in Article 10.5 does not apply to Barney because none of his claims in the California Action relate to any Causes of Action subject to Articles 10.2 – 10.4 of the Plan. More specifically, Barney's claims are: (a) not within Article 10.2 (Debtor Release); (b) not within Article 10.3 (Third-Party Release); (c) not within Article 10.4 (Exculpation); and (d) not otherwise covered by Article 10.5. Because Barney properly exercised his right to opt out of the releases, he is not a "Releasing Party," and he is asserting independent claims that he owns, the Plan does not require this Court's approval for Barney to move forward with the California Action.

30. The claims in the California Action are owned by Barney and distinct from any Claim or Cause of Action released or reserved under the Plan. Therefore, the Court need not

analyze each claim in the California Action to determine if the claims are "colorable" as no property of the post-confirmation estate is implicated.

C. None of the Claims in the California Action are Owned by any Debtor Entity

31. Other Plan articles similarly do not apply to Barney.

32. In terms of "Causes of Action," the Plan defines those as any claims arising before, on, or after the Petition Date including through the Effective Date whether assertable directly or derivatively. *See* Plan at Article 1.1.17.

33. The Plan includes Releases by the Debtors in section 10.2 and in relevant part ". . . Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, and Causes of Action whatsoever (including any derivative claims and Avoidance Actions, asserted or assertable on behalf of the Debtors, Reorganized HGE, the Liquidating Trustee, and the Debtors' Estates) . . . any holder of any Claim against or Interest in a Debtor or other Entity could have asserted on behalf of the Debtors, Reorganized HGE, and their Estates, including without limitation, based on or relating to, or in any manner arising from, in whole or in part, among other things, the Debtors or their Estates . . . ." "Notwithstanding anything to the contrary in the foregoing, the Debtors do not, pursuant to the releases set forth above, release: any Debtors' Retained Causes of Action or any Person or Entity that is the subject thereof or any post-Effective Date obligations of any Person or Entity under this Plan, the Confirmation Order . . . ."

34. The Plan includes Releases by the Releasing Parties in Article 10.3 and continues to use the same definition for "Releasing Parties" which does not include Barney.

35. Article 1.1.50 defines "Debtors' Retained Causes of Action" as "any and all potential Claims and Causes of Action against the Non-Released D&Os and other Claims and Causes of Action not acquired by the Plan Sponsor and/or DIP Lenders"; and "Debtors' Retained Causes of Action does not include any Claims or Causes of Action against a Released Party." In other words, Debtors released and did not retain any claims against GGE.

36. The Liquidating Trust assets include Debtors Retained Causes of Action, which does not include any claims against GGE. Plan Article 1.1.97.

37. Further, the "Reorganized HGE Assets" are all Causes of Action that are not Debtors' Retained Causes of Action. Plan Article 1.1.127. Debtors released and did not retain any claims against GGE.

38. Additionally, "Guidepost Global Assets" definition does not include any claims or causes of action. Plan Article 1.1.76.

39. Again, in Plan Article 4.6, "Contribution of Guidepost Global Assets," there is no mention of any claims or causes of action.

40. The Plan specifically provides that "the Debtors' Retained Causes of Action do not include any Claims or Causes of Action against a Released Party." Plan at Article 1.1.50. Article 1.1.8 defines "Avoidance Actions" as Claims or Causes of Action that may be asserted on or behalf of the Debtors under the applicable Bankruptcy Code sections. The Debtors have not reserved any claims against GGE, much less avoidance claims.

41. The Debtors, Reorganized HGE, and Liquidating Trust (the "***Debtor Entities***") did not specifically retain any Claims or Causes of Action against a Released Party. They do not own or control any of Barney's claims in the California Action.

42. The Debtor Entities have released all Claims and Causes of Action (including Avoidance Claims) against GGE, accordingly, Barney cannot – and is not – prosecuting any derivative claims against GGE on behalf of any Debtor Entity.

43. Barney's claims in the California Action are also in no way derivative of any claims conceivably released under the Plan.

44. On information and belief, the Director and Officer (D&O) Claims belonging to the Liquidating Trust have been liquidated. While the California Action includes claims against Greg Mauro and Rob Hutter, those claims are independent claims owned by Barney, are not officer and director claims, and do not assert any right of recovery against any D&O insurance policy or proceeds held or retained by any Debtor Entity.

45. The Debtors released GGE. Barney never released GGE. Barney is not pursuing any claims that would have or could have belonged to HGE and therefore released.

D. In the Alternative, Barney Requests Additional Time and Opportunity to Replead

46. Based upon the foregoing, Barney respectfully submits that the Motion should be denied, and Barney should be permitted to proceed with the California Action unabated. However, should the Court determine that any part of GGE's Motion should be granted, or that further proceedings in this Court are necessary to make a final determination on the Motion, Barney respectfully requests the opportunity to present a revised complaint with any amendments deemed necessary by the Court.

47. Barney respectfully requests that any Order on GGE's Motion includes a finding that the Plan Injunction does not apply to the California Action.

IV. CONCLUSION

WHEREFORE, Barney respectfully requests that the Court enter an order (a) denying the Motion by finding that the California Action has not violated the Plan Injunction, (b) allowing the California Action to proceed against all defendants, and (c) granting any such other and further relief to which Barney may be justly entitled.

Respectfully submitted,

/s/ Steven T. Holmes

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Attorneys for Carl Barney, as Trustee of the Carl Barney Living Trust and Leport Educational Institute, Inc.

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that on August 21, 2026, he spoke by telephone with Mr. Jason Binford, counsel for GGE regarding the Motion and the foregoing Objection and; however, as of today's date, no resolution has been reached between the parties. The undersigned further certifies that, on Monday, August 17, 2026, he spoke with Aaron Kaufman, counsel for the Litigation Trustee, by telephone, and that Mr. Kaufman stated that the Liquidating Trustee has not yet taken a position on GGE's Motion; however, the Liquidating Trustee does not oppose Mr. Barney's continued prosecution of the California Action.

/s/ Steven T. Holmes
Steven T. Holmes

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on August 24, 2026 by electronic transmission through the Court's automated Case Management and Electronic Docketing System for the U.S. Bankruptcy Court for the Northern District of Texas on all parties-in-interest submitting to service of papers in this case by said means.

/s/ Nicole S. Wood
Nicole S. Wood

Verita (KCC) eBallot Summary

For phone assistance: Domestic (866) 381-9100 | International 001-310-823-9000

Debtor: Higher Ground Education Inc.
District: Northern District of Texas Dallas Division

Voter Certification:

Carl Barney Individually and as Trustee of The Carl Barney Living Trust
Charles B. Hendricks
900 Jackson Street Suite 570
Dallas, TX 75202

Name Of Signatory:[3]
Carl Barney

Title:
Trustee

Telephone Number:
2145737302

Email:
chuckh@chfirm.com

Signature:
Carl Barney

Address or Contact Change:

Time Submitted:
11/4/2025 9:30:19 AM Pacific Time

Plan:
Second Amended Joint Plan of Reorganization of Higher Ground Education, Inc., its Affiliated Debtors, and the Official Committee of Unsecured Creditors

Class:
8 - General Unsecured Claims

Ballot Response(s):

Item 2. Vote on the Plan

The Holder of the Class 8 Claim set forth in Item 1 votes to (please check only one box):

Response: Reject

Item 3. Important information regarding the Third-Party Release and Opt-Out Rights

The Holder of the Class 8 Claim against the Debtors set forth in Item 1 elects to:

Response: OPT OUT of the Third-Party Release set forth in Article 10.3 of the Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: Higher Ground Education, Inc., et al.,[1]
Debtor.Chapter 11 Case No.: 25-80121-11 (MVL) (Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT
THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF HIGHER GROUND EDUCATION, INC., ITS AFFILIATED DEBTORS, AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

HOLDERS OF CLASS 8 CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY NOVEMBER 17, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE"). IF THIS BALLOT IS NOT PROPERLY COMPLETED, EXECUTED, AND RECEIVED BY THE CLAIMS AND NOTICING AGENT ON OR BEFORE THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

YOU CAN OBTAIN COPIES IN PAPER FORMAT OF ANY SOLICITATION MATERIALS (A) FREE OF CHARGE BY (I) ACCESSING THE DEBTORS' RESTRUCTURING WEBSITE AT www.veritaglobal.net/HigherGround; (II) WRITING TO HIGHER GROUND EDUCATION, INC., ET AL., BALLOT PROCESSING, C/O KCC DBA VERITA, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245; (III) CALLING (888) 733-1431 (U.S. and Canada toll free) or (310) 751-2632 (international) AND REQUESTING TO SPEAK WITH A MEMBER OF THE SOLICITATION GROUP; OR (IV) SUBMITTING AN INQUIRY VIA ONLINE FORM AT www.veritaglobal.net/HigherGround/inquiry; OR (B) FOR A FEE VIA PACER AT HTTPS://ECF.TXNB.USCOURTS.GOV/.

Higher Ground Education, Inc. ("**HGE**") and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") are soliciting votes with respect to 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 modified, amended, or supplemented from time to time, the "**Plan**"). The United States Bankruptcy Court for the Northern District of Texas (the "**Court**") has conditionally approved that certain *Second Amended Disclosure Statement for the Second*

Amended Joint Plan of Reorganization of Higher Ground Education, Inc., its Affiliated Debtors, and the Official Committee of Unsecured Creditors [Docket No. 551] (the "**Disclosure Statement**") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on October 15, 2025 [Docket No. 568] (the "**Disclosure Statement Order**"). The Court's approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

THIS PACKAGE INCLUDES A BLACK USB THAT CONTAINS COPIES OF THE DISCLOSURE STATEMENT, PLAN, THE SCHEDULING ORDER, AND SOLICITATION PROCEDURES.

You are receiving this Ballot because you are a Holder of a Class 8 Claim as of **September 1, 2025** (the "**Voting Record Date**"). Under the terms of the Plan, Holders of Class 8 Claims are entitled to vote to accept or reject the Plan.

If the Plan is confirmed by the Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot by **November 17, 2025, at 5:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**").

ARTICLE 10 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE 10.3 CONTAINS THIRD-PARTY RELEASES. INCLUDED IN ITEM 3 OF THIS BALLOT IS AN OPT-OUT RELEASE RELATED TO THE THIRD-PARTY RELEASE BY HOLDERS OF CLAIMS SET FORTH IN ARTICLE 10.3 OF THE PLAN.

YOU MAY CHECK THE BOX BELOW TO ELECT TO NOT GRANT THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE 10.3 OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF YOU CHECK THE BOX IN ITEM 3 AND SUBMIT THE OPT-OUT FORM BY THE VOTING DEADLINE. THE ELECTION TO NOT GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE 10.3 OF THE PLAN, YOU WILL NOT HAVE THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE 10.3 OF THE PLAN TO THE EXTENT YOU ARE A RELEASING PARTY IN CONNECTION THEREWITH.

PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT AND NOT GRANT THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE 10.3 DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Your rights are further described in the Plan and Disclosure Statement and related materials, which were included in the package (the "**Solicitation Package**") you are receiving with this Ballot. If you would like paper copies of the Plan and Disclosure Statement and other materials, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims and Noticing Agent**") by: (a) accessing the Debtors' restructuring website at www.veritaglobal.net/HigherGround; (b) writing to Higher Ground Claims Processing Center, Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; (c) calling (888) 733-1431 (U.S. and Canada toll free) or (310) 751-2632 (international); or (d) submitting an inquiry via online form at www.veritaglobal.net/HigherGround/inquiry; or (e) for a fee via PACER at HTTPS://ECF.TXNB.USCOURTS.GOV/.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Releases by Holders of Claims, and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent immediately at the address or telephone number set forth above.

You should review the Disclosure Statement, the Plan, and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 8 under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote. **THE DEBTORS AND THE CLAIMS AND NOTICING AGENT ARE NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.**

Please click here to view the instructions for completing the ballot

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON NOVEMBER 17, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME), AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE PLAN PROPONENTS.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 8 Claim(s) in the following aggregate unpaid principal amount:

Voting Class: 8

Description: General Unsecured Claims

Amount:

$30,000,000.00

Item 2. Vote on the Plan.

The Holder of the Class 8 Claim set forth in Item 1 votes to (please check only one box):

Reject

Item 3. Important information regarding the Third-Party Release and Opt-Out Rights.

Article 10.3 of the Plan contains the following Third-Party Releases:

Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, to the maximum extent permitted by applicable law, in exchange for good and valuable consideration, including the obligations of the Debtors under this Plan and the contributions and services of the Released Parties in facilitating the reorganization of the Debtors and implementation of the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party, is hereby conclusively, absolutely, unconditionally, irrevocably and forever, released, waived, and discharged by each and all of the Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of

Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of any of the Debtors, Reorganized HGE, and their Estates), obligations, rights, suits, or damages, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein after arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executory, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, Reorganized HGE, and their Estates, including without limitation, based on or relating to, or in any manner arising from, in whole or in part, among other things, the Debtors or their Estates (including the capital structure, management, ownership, or operation thereof), the Chapter 11 Cases, the Plan, the RSA, Reorganized HGE (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, Reorganized HGE, and their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the operations and financings in respect of the Debtors (whether before or after the Petition Date), the distribution of any Cash or other property of the Debtors to any Released Party, the assertion of enforcement of rights or remedies against the Debtors, the restructuring of any Claim or Interest before or during the Chapter 11 Cases including all prior recapitalizations, restructurings, or refinancing efforts and transactions, any Securities issued by the Debtors and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the decision to file the Chapter 11 Cases, any related adversary proceedings, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Disclosure Statement, this Plan, the Plan Supplement, the RSA, the DIP Loans, DIP Financing Documents, or any Definitive Document, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before, in respect of the foregoing clause, the Effective Date; provided that the provisions of this Third-Party Release shall not operate to waive, release, or otherwise impair any Causes of Action arising from willful misconduct, actual or criminal fraud, or gross negligence of such applicable Released Party as determined by the Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

In exchange for the foregoing Third-Party Release of the Settlement Parties, the Settlement Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any causes of action, directly or derivatively, by, through, for, or because of the foregoing

entities, shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, any and all claims, causes of action, interests, damages, remedies, demands, rights, actions, suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, which any of them has or may have against the Releasing Parties. For the avoidance of doubt, the Settlement Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any causes of action, directly or derivatively, by, through, for, or because of the foregoing entities, shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, any and all claims, causes of action, interests, damages, remedies, demands, rights, actions, suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, which any of them has or may have against the other Settlement Parties.

Notwithstanding anything to the contrary in the foregoing, the Released Parties do not, pursuant to the releases set forth above, release: (a) any Debtors' Retained Causes of Action; (b) any post-Effective Date obligations of any Person or Entity under this Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan or transactions thereunder; or (c) the rights of any Holder of Allowed Claims or Interests to receive distributions under this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of this Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the transactions contemplated in the Plan and implementing this Plan; (d) in the best interests of the Debtors and their Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for a hearing; and (g) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Article 1 of the Plan contains the following definitions:

"**Consenting Creditors**" means, collectively, the following, in each case in its capacity as such with each being a "Consenting Creditor": (a) all Holders of Claims or Interests that vote to accept or are deemed to accept the Plan and who do not check the box on the applicable form to affirmatively opt out of the releases contained in Article 10.3; and (b) all Holders of Claims or Interests that abstain from voting on the Plan, vote to reject the Plan, or are deemed to reject the Plan and who do not (i) check the box on the applicable form to affirmatively opt out of the releases contained in Article 10.3 or (ii) object to the Plan in respect of the releases.

"**Related Parties**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, (a) such Entity's current and former Affiliates and (b) such Entity's and such Entity's current and former Affiliates' directors, managers, officers, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, successors, assigns (whether by operation of Law or otherwise), direct or indirect parent entities and/or subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, fiduciaries, employees, agents (including any disbursing agent), financial advisors, attorneys, accountants, consultants, investment bankers, representatives, and other professionals.

"**Released Parties**" means each of, and in each case in their capacity as such: (a) the Debtors; (b) the Independent Director; (c) Reorganized HGE; (d) the Committee and its members; (e) the Liquidating Trustee; (f) the Settlement Parties; (g) each current and former Affiliate of each Person in clause (a) through the following clause (f), but only in their capacity as such; and (h) each Related Party of each Entity in clause (a) through (f), but only in their capacity as such; provided, however, that for the avoidance of doubt, the Non-Released D&Os shall not be a Released Party under this Plan except as may be provided under a D&O Claim Resolution.

"**Releasing Parties**" means each of, and in each case in their capacity as such: (a) the Debtors; (b) Reorganized HGE; (c) the Committee; (d) the Liquidating Trustee; (e) the Settlement Parties; (f) the Consenting Creditors; (g) current and former Affiliates of each Entity in clause (a) through the following clause (f) for which such Entity is legally entitled to bind such Affiliates to the releases contained in this Plan under applicable Law or that have otherwise received proper notice of this Plan; and (h) each Related Party of each Entity in clause (a) through this clause (f) for which such Entity is legally entitled to bind such Related Party to the releases contained in this Plan under applicable Law or that have otherwise received proper notice of this Plan; provided, however, that for the avoidance of doubt, the Non-Released D&Os shall not be a Releasing Party under this Plan except as may be provided under a D&O Claim Resolution. Notwithstanding the foregoing, and for the avoidance of doubt, no party shall be a Releasing Party to the extent that such party did not receive proper notice and service of a Third-Party Release opt-out form.

YOU MAY CHECK THE BOX BELOW TO NOT GRANT THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE 10.3 OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE VOTING DEADLINE. THE ELECTION TO NOT GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

PLEASE BE ADVISED THAT BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE 10.3 OF THE PLAN, YOU WILL NOT HAVE THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE 10.3 OF THE PLAN TO THE EXTENT YOU ARE A RELEASING PARTY IN CONNECTION THEREWITH. YOUR DECISION TO OPT OUT AND NOT GRANT THE RELEASES CONTAINED IN ARTICLE 10.3 DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Item 3. Important information regarding the Third-Party Release and Opt-Out Rights.

The Holder of the Class 8 Claim against the Debtors set forth in Item 1 elects to:

OPT OUT of the Third-Party Release set forth in Article 10.3 of the Plan

Item 4. Certifications.

By Signing this Ballot, the undersigned certifies to the Court and the Debtors that:

1. as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 8 Claim(s) being voted or (b) an authorized signatory of such Holder;

2. it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

3. it has cast the same vote with respect to all Class 8 Claims held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

4. no other Ballots with respect to the amount of the Class 8 Claim(s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such

been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 8 Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

6. it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Class 8 Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

7. it understands that, if it casts a vote to accept or reject the Plan and does not complete the Release Opt-Out in Item 3, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall not be a “Releasing Party” under the Plan (unless such Holder is already a “Releasing Party” by virtue of being a “Releasing Party”);

8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. it acknowledges and agrees that the Plan Proponents may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Sign and date your Ballot. Your signature is required in order for your vote to be counted. You are also requested to provide your social security number or Tax I.D. number prior to receiving any distribution. If the Claim voted with this Ballot is held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If the Claim is held by a corporation, the Ballot must be executed by an authorized officer of such corporation.

If you believe that you have received the wrong Ballot, please immediately contact the Voting Agent, (888) 733-1431 (U.S. and Canada toll free) or (310) 751-2632 (international).

If you are completing this Ballot on behalf of another person or entity, indicate your relationship with that person or entity and the capacity in which you are signing.

Provide your name and mailing address if (i) different from the printed address that appears on the Ballot or (ii) no pre-printed address appears on the Ballot.

Name of Holder Carl Barney Individually and as Trustee of The Carl Barney Living Trust	Name Of Signatory:[3] Carl Barney
Title: Trustee	Telephone Number: 2145737302
Email: chuckh@chfirm.com	Signature: Carl Barney
Address Charles B. Hendricks, 900 Jackson Street Suite 570, Dallas, TX 75202	

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN ACCORDANCE WITH ONE OF THE APPROVED SUBMISSION METHODS DESCRIBED ABOVE. YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS NOVEMBER 17, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME).

IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT BY NOVEMBER 17, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME), AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE PLAN PROPONENTS.

[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.

[2]Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

[3]If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.