Docket #0950 Date Filed: 10/02/2026

**UNITED STATES BANKRUPTCY COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**(Dallas Division)**

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| **In re Higher Ground Education, Inc.,** | : | **Case No. 25-80121 (MVL)** |
| | : | **(Chapter 11)** |
| **Reorganized Debtor,** | : | |

**OPPOSITION OF ARK DARNESTOWN, LLC TO LIQUIDATING TRUSTEE'S FIRST OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (DUPLICATE AND AMENDED CLAIMS (DE 931)**

Ark Darnestown Properties, LLC ("Landlord"), by its undersigned counsel, hereby opposes the First Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims (DE 931) (the "Objection") filed by John P. Madden, liquidating trustee (the "Trustee") of the above-referenced reorganized debtor Higher Ground Education, Inc. (the "Debtor") for the reasons set forth below. In support of this Opposition, Landlord states the following:

1. Debtor Higher Ground Education, Inc. (the "Debtor") commenced this case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on June 17, 2025 (the "Petition Date").

2. As of the Petition Date, Landlord and Guidepost A, LLC (the "Tenant") a related entity to the Debtor, were parties to a commercial lease (the "Lease") at which Tenant operated a Montessori school at premises located at 1010 Darnestown Road, Rockville, MD, 20850 (the "Premises"). The Tenant's obligations under the Lease were guaranteed by the Debtor pursuant to a Lease Guaranty dated May 24, 2021 (the "Guaranty"). Copies of the Lease and the Guaranty are attached hereto as Exhibit 1 and Exhibit 2, respectively.

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3. Tenant and the Debtor filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code on the Petition Date.

4. As of the Petition Date, Tenant was in arrears on its periodic rent and other obligations under the Lease in the amount of $601,398.15 (the "Prepetition Rent"). On July 24, 2025, and July 31, 2025, Landlord filed separate proofs of claim against both Tenant and the Debtor for the Prepetition Rent due under the Lease and Guaranty, respectively (the "Prepetition Rent Claims"). *See*, Claim No. 146 and Claim No. 206, copies of which are attached as Exhibit 3 and Exhibit 4, respectively. Neither of the Prepetition Rent Claims sought lease rejection damages because the Lease had not been rejected as of July 31, 2025.

5. Subsequently, the Lease was rejected. Thereafter, on October 14, 2025, Landlord filed timely claims against both Debtor and Tenant seeking lease rejection damages pursuant to the Lease and the Guaranty, in addition to claims for the Prepetition Rent, previously asserted in the Prepetition Rent Claims. *See*, Claim No. 554 and 555 October 14, 2025 proofs of claim (the "Lease Rejection Damages Claims"), copies of which are attached as Exhibit 5 and Exhibit 6, respectively. Both Lease Rejection Damages Claims also seek rejection damages, capped at the amounts set forth in Bankruptcy Code section 502 (b)(6)(A).

6. Because both of Landlord's Prepetition Rent Claims (i.e. Claim No. 206 and Claim No. 146) seek amounts that are also sought in Landlord's two Lease Rejection Damages Claims, Landlord concedes that Claims 206 and 146 can be disallowed, without prejudice to Landlord's right to assert its entitlement to allowance of the claims asserted in the Lease Rejection Damages Claims (i.e. Claims 554 and 555) *in the full asserted amount.*

7. The Objection reserves the Trustee's right to object to all of Landlord's Claims on other grounds. Similarly, Landlord reserves its right to oppose any such future objection on any grounds based in fact or applicable law.

WHEREFORE, Landlord respectfully requests that the Objection be overruled to the extent it seeks any relief against Landlord other than as set forth in paragraph 6 above, and that Landlord be granted such other and further relief to which it is or may be entitled.

Date: October 2, 2026.

Respectfully submitted,
OFFIT | KURMAN, P.A.

By: /s/ Stephen Nichols
Stephen Nichols, Texas Bar No. 15006421
7501 Wisconsin Avenue
Suite 1000W
Bethesda, MD 20814
PHONE: (240) 507-1700
EMAIL: snichols@offitkurman.com

*Attorneys for Ark Darnestown, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2nd day of October, 2026 a copy of the foregoing Opposition was transmitted electronically as a result of the e-filing of the Opposition, and was also served via first class mail, postage prepaid, on the following:

Jason S. Brookner, Esq.
Gray Reed
1845 Woodall Rogers Freeway
Suite 1300
Dallas, TX 75201

/s/ Stephen Nichols
Stephen Nichols

**UNITED STATES BANKRUPTCY COURT**
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| **In re Higher Ground Education, Inc.,** | : | **Case No. 25-80121 (MVL)** |
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**OPPOSITION OF ARK DARNESTOWN, LLC**
**TO LIQUIDATING TRUSTEE'S FIRST OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (DUPLICATE AND AMENDED CLAIMS (DE 931)**

# EXHIBIT 1 (LEASE)

**LEASE AGREEMENT**

**by and between**

**ROCKVILLE EDUCATION, LLC,**
**a Delaware limited liability company**

**LANDLORD**

**and**

**GUIDEPOST A LLC,**
**a Delaware limited liability company.**

**TENANT**

**for**

**10107 Darnestown Road, Rockville, Maryland, 20850**

## REFERENCE PAGES

| | |
|---|---|
| **LANDLORD:** | Rockville Education, LLC,<br>a Delaware limited liability company |
| **LANDLORD NOTICE ADDRESS:** | 1100 Jorie Blvd., Suite 140<br>Oak Brook, Illinois 60523<br><br>Copy to:<br><br>Ice Miller LLP<br>Attn: Phillip N. Coover<br>200 W. Madison, Suite 3500<br>Chicago, IL 60606<br>phillip.coover@icemillller.com<br><br>and a copy to:<br>Federman Steifman LLP<br>Attn: Michael K. Federman<br>220 East 42nd Street, 29th Floor<br>New York, New York 10017<br>mfederman@federmansteifman.com |
| **LANDLORD NOTICE EMAIL ADDRESS:** | rob@quattrodevelopment.com |
| **LANDLORD WIRE INSTRUCTIONS, ADDRESS, OR OTHER INSTRUCTIONS FOR PAYMENT OF RENT:** | Landlord to provide separately. |
| **TENANT:** | GUIDEPOST A LLC, a Delaware limited liability company |
| **GUARANTOR:** | Higher Ground Education Inc., a Delaware corporation |

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| **TENANT NOTICE ADDRESS:** | 10 Orchard, Suite 200<br>Lake Forest, CA 92630<br>Attn: Rebecca Girn, General Counsel<br>Phone: (949) 836-9401<br>With a simultaneous copy to: legalnotices@tohigherground.com |
| **PREMISES ADDRESSES:** | 10107 Darnestown Road, Rockville, Maryland, 20850 |
| **PREMISES:** | The entire approximately 1.41 acre lot located at the Premises Address, (the "***Lot***"), and all of the Landlord's interest therein, including without limitation the entire building located thereon, consisting of approximately 9,415 square feet of building area (the "***Building***"), together with the parking lot and all other improvements now existing or hereafter constructed on the Lot. |
| **EFFECTIVE DATE:** | The ***Effective Date*** shall be the date on which the Lease is fully executed by both Landlord and Tenant, as noted on the signature page. |
| **OUTSIDE DELIVERY DATE:** | The ***Outside Delivery Date*** shall be July 31, 2021, subject to Unavoidable Delays. |
| **PRE-LEASE PERIOD:** | The period of time between the Lease Commencement Date and the Rent Commencement Date (the "***Pre-Lease Period***") shall be a period of free rent and free operating expenses except as set forth below. During the Pre-Lease Period, Tenant shall not be responsible for any Rent, Additional Rent or any other cost or expense associated with the Pre-Lease Period with the sole exception of utilities costs for the Premises. |
| **LEASE COMMENCEMENT DATE:** | The ***Lease Commencement Date*** shall be the date Landlord closes escrow on the purchase of the Premises (the "***Closing Date***"). This Lease is contingent upon Landlord taking title to the Premises and delivering possession to the Tenant.<br><br>As of the Lease Commencement Date, Base Rent shall accrue on a monthly basis as set forth in the Rent Table below (the "***Accrued*** |

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| | ***Rent***"), but Tenant shall not be required to deliver payment for Accrued Rent to Landlord.<br><br>Landlord shall bear the cost of Taxes during the Pre-Lease Period (the "***Pre-Open Operating Expenses***"). |
| **RENT COMMENCEMENT DATE:** | The "**Rent Commencement Date**" shall be the earlier of (i) nine (9) months after the Closing Date or (ii) the date the Tenant opens for business to the public. Starting on the Rent Commencement Date, Tenant shall begin paying Rent on a monthly basis as set forth in the Rent Table below. |
| **INITIAL TERM:** | Approximately twenty (20) years, beginning on the Rent Commencement Date and ending on the Expiration Date.<br><br>Each period of twelve (12) full calendar months occurring during the Term shall be a "***Lease Year***", with the first Lease Year starting on the Rent Commencement Date and ending twelve (12) calendar months thereafter, the second Lease Year starting on the anniversary of the first Lease year and ending twelve (12) calendar months thereafter, and so on until the last Lease Year, which shall end on the Expiration Date. |
| **EXPIRATION DATE:** | August 31 in the year that is at least twenty (20) years following the Rent Commencement Date, as evidenced in the CDM (as defined below). |
| **OPTIONS TO EXTEND:** | Four (4) options to extend the Term for five (5) years each (each such period an "***Option Period***"). Each Option Period shall constitute an extension of the Lease Term, and each twelve (12) month period occurring during an Option Period shall be an additional Lease Year. Base Rent during the first year of the first Option Period shall be equal to Fair Market Rent (as defined in Section 25.02 below) but in no event less than 95% of the Base Rent for the last year of the Initial Term and shall continue to increase annually during each Option Period at the same rate (two percent (2%)) as the original term. |
| **CARRY COSTS:** | The total amount of Accrued Rent plus the total amount of Pre-Open Operating Expenses shall be known as "***Carry Costs***" |

Tenant may, in its sole discretion, elect to pre-pay on or prior to the Rent Commencement Date any portion of Carry Costs to Landlord, in which case Carry Costs shall not be added to Cost Basis (as defined below).

**CONTRACT:** That certain Real Estate Purchase and Sale Agreement and Joint Escrow Instructions between RLL & C Corp (as the "***Seller***") and Higher Ground Education Inc (as the "***Purchaser***") dated February 18, 2021 (as the same may be amended prior to the close of escrow, the "***Contract***")

**ADDITIONAL EXPENSES:LANDLORD PERMITTED LEGAL EXPENSES:** The term ***Additional Expenses*** shall mean any and all third party due diligence costs incurred in connection with the transaction contemplated in the Contract, including, but not limited to: (i) fees associated with the engagement of an architect, which may include fees of an in-house architect, if agreed upon in advance by Landlord and Tenant; (ii) fees and costs related to the pursuit or modification of a Conditional Use Permit, Special Use Permit, zoning change, or any other governmental approval (collectively, the "***CUP***"), if applicable; (iii) fees and costs related to third party surveys, reports studies, or inspections, including, without limitation, an ALTA survey, title report and policy costs, property condition reports, environmental reports, soils reports, traffic studies, asbestos reports, radon and mold surveys, etc. ("***Third Party Reports***"); and (iv) reasonable attorneys' fees incurred by Tenant, Purchaser or their respective Affiliates in connection with the negotiation of the Contract, pursuit of the CUP or in connection with review of the due diligence materials, including any Third Party Reports, and closing on the acquisition of the Premises, which attorneys' fees may include in-house counsel fees if agreed upon in advance by Landlord and Tenant but shall specifically exclude any attorneys' or legal fees incurred by Tenant or Purchaser primarily in connection with the preparation and/or negotiation of this Lease. Notwithstanding the foregoing, in no event shall the Additional Expenses exceed the Expense Cap (as defined below). In the event this Lease terminates in accordance with Section 2.04 or 2.05 below, Landlord's obligation to reimburse Tenant for the Additional Expenses shall be governed by that certain Shared Transaction Costs Agreement, as the same may be amended, entered into by and between Quattro Development L.L.C and Higher Ground Education Inc. with respect to the Premises on or prior to the date hereof (the "***Cost Sharing Agreement***").

As used herein, the term ***Landlord Permitted Legal Expenses*** shall mean any and all reasonable attorneys' fees incurred by Landlord or Landlord's Affiliates solely in connection with their (1) review of

all due diligence materials relating to the Premises, including, without limitation, the Third Party Reports; and (2) closing on the acquisition of the Premises; provided, however, in no event shall the term Landlord Permitted Legal Expenses include any attorneys' fees incurred by Landlord or its Affiliates: (a) primarily related to the negotiation of this Lease, (b) primarily related to the financing of the acquisition of the Premises or (c) from more than one law firm representing Landlord or its Affiliates, unless agreed to in advance by Tenant, not to be unreasonably withheld.

**TENANT IMPROVEMENT ALLOWANCE**

The ***Tenant Improvement Allowance*** shall be equal to One Million Four Hundred Sixty Six Thousand Nine Hundred Eighty One Dollars ($1,466,981.00). Except for any Change Orders approved by Landlord pursuant to Section 7.03 below, any costs incurred by Tenant in constructing Tenant's Improvements shall be incurred solely at Tenant's cost and expense. The ***Tenant Improvement Allowance*** shall be paid as described in Section 7.10 below.

Tenant shall have the right, at its option, to use by an agreed upon date, any portion of the Tenant Improvement Allowance for any of the following: tenant improvements, space planning and design, construction fees, cabinetry, shelving, light fixtures, playground equipment, signage, consultant fees, permit and governmental approval fees, deferred maintenance, or any other costs related to the renovation of the Premises for Tenant's use. (the "***Tenant Improvements***") Notwithstanding the foregoing, movable furniture, classroom materials and equipment shall not be reimbursed or reimbursable by Landlord as part of the Tenant Improvement Allowance.

**ADDITIONAL ALLOWANCE / START-UP COSTS:**

The ***Additional Allowance*** shall be in the amount of One Million Dollars ($1,000,000.00), to be provided by Landlord to Tenant fifty percent (50%) on the Closing Date and fifty percent (50%) on the Rent Commencement Date. Tenant Acknowledges that the Additional Allowance funds are for the Premises.

**COST BASIS:**

***Cost Basis***, for purposes of this Lease, shall mean the sum of: (i) the Purchase Price, (ii) the Additional Expenses in an amount not to exceed the Expense Cap, (iii) the Tenant Improvement Allowance actually utilized/reimbursed to Tenant, (iv) the Additional Allowance as set forth above, (v) the Carry Costs (except to the extent prepaid by Tenant as set forth above) and (vi) the Landlord Permitted Legal Expenses in an amount not to exceed the Expense Cap. For purposes of this Lease, the term "***Expense Cap***" shall

mean one percent (1%) of the sum of the Purchase Price (as defined in the Contract) *plus* the Tenant Improvement Allowance.

**BASE RENT & RENTAL INCREASES:**

***Annual Base Rent*** shall be as set forth in the following Rent Table (where the Annual Base Rent in Lease Year 1 shall be the "**Initial Rent**"):

**RENT TABLE**

| Lease Year | Annual Base Rent ("ABR") | Monthly Base Rent ("MBR") |
|---|---|---|
| 1 | 9.0% of Cost Basis | 1/12th ABR |
| 2 | Lease Year 1 ABR + 2% | 1/12th ABR |
| 3 | Lease Year 2 ABR + 2% | 1/12th ABR |
| 4 | Lease Year 3 ABR + 2% | 1/12th ABR |
| 5 | Lease Year 4 ABR + 2% | 1/12th ABR |
| 6 | Lease Year 5 ABR + 2% | 1/12th ABR |
| 7 | Lease Year 6 ABR + 2% | 1/12th ABR |
| 8 | Lease Year 7 ABR + 2% | 1/12th ABR |
| 9 | Lease Year 8 ABR + 2% | 1/12th ABR |
| 10 | Lease Year 9 ABR + 2% | 1/12th ABR |
| 11 | Lease Year 10 ABR + 2% | 1/12th ABR |
| 12 | Lease Year 11 ABR + 2% | 1/12th ABR |
| 13 | Lease Year 12 ABR + 2% | 1/12th ABR |
| 14 | Lease Year 13 ABR + 2% | 1/12th ABR |
| 15 | Lease Year 14 ABR + 2% | 1/12th ABR |
| 16 | Lease Year 15 ABR + 2% | 1/12th ABR |
| 17 | Lease Year 16 ABR + 2% | 1/12th ABR |
| 18 | Lease Year 17 ABR + 2% | 1/12th ABR |
| 19 | Lease Year 18 ABR + 2% | 1/12th ABR |
| 20 | Lease Year 19 ABR + 2% | 1/12th ABR |
| 21* | Lease Year 20 ABR + 2% | 1/12th ABR |

*Beginning of Lease Year 21 through the Expiration Date, subject to adjustment as provided in Section 25.02.

**SECURITY DEPOSIT:** None.

**PERMITTED USE:** Infant care, daycare, child care, school, office, and related uses, such as parent and child classes, parent education sessions, graduation ceremonies, student performances, afterschool programs, parent/teacher conferences, open houses and seasonal programs (such as Thanksgiving, Mother's Day, Valentine's Day and Christmas programs) and any other lawful use as permitted within the city where the Premises are located. In addition, Tenant shall

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| | have the right to use all parking areas located on the Premises in connection with the Permitted Use. |
| **REAL ESTATE BROKERS:** | None. |
| **GUARANTOR:** | Higher Ground Education Inc., a Delaware corporation, the parent company of the Tenant, shall guarantee this Lease pursuant to that certain Lease Guaranty attached hereto as ***Exhibit B***. |

The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Reference Pages shall control.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "***Lease***") is made and entered into as of the Effective Date, by and between the Landlord and Tenant (each, a "***Party***", collectively, the "***Parties***") described on the Reference Pages. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

## ARTICLE I
## DEFINITIONS

**Section 1.01** The following terms, as used in this Lease, shall have the meanings set forth below. Additional terms are defined on the Reference Pages and throughout the Lease.

(a) "**Additional Rent**" shall mean all amounts payable by Tenant under this Lease, other than Base Rent, and whether or not expressly designated as Additional Rent in this Lease.

(b) "**Affiliate**" means, with respect to any Person (defined below), any other Person which (i) directly or indirectly controls, is controlled by, or is under common control with the Person in question, (ii) directly or indirectly owns or holds 10% or more of the equity interests in, or in whom 10% or more of the operating interests are owned or held by, the Person in question, or (iii) that is a parent or subsidiary entity, or successor via acquisition, the raising of additional capital or an IPO, merger or otherwise of such Person. For purposes of the foregoing definition, "controls" (and its correlative terms "controlled by" and "under common control with") means possession by the applicable Person of the power to direct or cause the direction of the management and policies thereof, whether through the ownership of voting securities, by contract, or otherwise.

(c) "**Approvals**" shall mean all approvals of Governmental Authorities required for the construction of the Tenant Improvements and for any Alteration, as applicable.

(d) "**Assignment**" shall mean the sale, exchange, assignment or other disposition of all of Tenant's interest in this Lease and the leasehold estate created thereby, or the sale of more than fifty percent (50%) of the stock, membership, or ownership interests in Tenant, or the sale of substantially all of Tenant's assets, or a merger or reorganization of Tenant.

(e) "**Business Day**" shall mean any day which is not a Saturday, Sunday or a day observed as a holiday by either the State or the Federal government.

(f) "**Date of Taking**" shall mean the earlier of the date, pursuant to the provisions of applicable State or Federal Law, on which: (a) actual possession of all or part of the Premises, as the case may be, is acquired by the appropriate Governmental Authority; or (b) title to all or part of the Premises, as the case may be, is vested in the appropriate Governmental Authority.

(g) "**Certificate of Occupancy**" shall mean a certificate issued by the appropriate Governmental Authority permitting the occupancy of the Premises. For purposes hereof, a temporary Certificate of Occupancy shall be deemed to be a Certificate of Occupancy but shall be replaced with a permanent Certificate of Occupancy before the expiration of such temporary Certificate of Occupancy.

(h) "**Environmental Laws**" shall mean all Laws: (a) relating to the environment, human health or natural resources; (b) regulating, controlling or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Actions; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

(i) "**Governmental Authority(ies)**" shall mean the United States of America, any state, county, or city, or any political subdivision thereof, and any other governmental or regulatory authority, agency, board, department, bureau, body, commission, or instrumentality, or quasi-governmental authority, and any court, arbitrator, or other administrative, judicial or quasi-judicial tribunal, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

(j) "**Hazardous Materials**" shall mean any and all substances, materials, chemicals and/or wastes which now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

(k) "**Law**" shall mean any present or future law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, proclamation, decree, common law or other requirement, ordinary or extraordinary, foreseen or unforeseen, of the federal or any state or local governmental, or any political subdivision, arbitrator, department, commission, board, bureau, agency or instrumentality thereof, or of any court or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Premises; and any reciprocal easement, covenant, restriction, or other agreement, restriction or easement of record affecting the Premises as of the date of this Lease or subsequent thereto.

(l) "**Legal Requirements**" shall mean all requirements of Law.

(m) "**Liabilities**" shall mean all losses, claims, suits, demand, costs, liabilities, and expenses, including reasonable attorneys' fees, penalties, interest, fines, judgment amounts, fees and damages, of whatever kind or nature.

(n) **"Licensing Approvals"** shall mean all permits and approvals required by the applicable Governmental Authorities for Tenant to engage in the Permitted Use, including overall capacity.

(o) **"Person"** shall mean any individual, corporation, partnership, firm or other legal entity.

(p) **"Personalty"** shall mean all machinery, equipment, appliances, furniture and any other personal property (but not fixtures) of any kind or description located on the Premises and used in the operation of the Premises.

(q) **"Release"** shall mean the release or threatened release of any Hazardous Materials in violation of Law into or upon or under or above any land, water or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping.

(r) **"Remedial Action"** shall mean the investigation, response, clean up, remediation, prevention, mitigation or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

(s) **"Rent"** shall mean Base Rent and Additional Rent.

(t) **"Sublease"** shall mean any lease, sublease, occupancy, license or concession agreement for the use or occupancy of space in the Premises (other than this Lease).

(u) **"Substantial Completion, Substantially Complete and Substantially Completed"** shall mean, with respect to the Construction, Tenant Improvements, and all Alterations, the satisfaction of the following conditions: (a) the architect delivers to Landlord a certification, in form and substance reasonably satisfactory to Landlord, that the Construction or Alteration, as applicable, has been performed (with the exception of minor punch list items and insubstantial details of construction, mechanical adjustment or decoration) in accordance with the applicable plans and specifications approved by the Governmental Authorities and, if applicable, Landlord, and in accordance with this Lease and Landlord delivers its reasonable written approval of such certification to Tenant; and (b) Tenant shall have obtained all Approvals required by Law to be issued in connection with the Construction or Alteration, as applicable, including any letter of completion, Certificate of Occupancy and/or amendment of the Certificate of Occupancy.

(v) **"Subtenant"** shall mean any tenant, subtenant, licensee or other occupant of space in the Premises (other than Tenant).

(w) **"Unavoidable Delay(s)"** shall mean delays incurred due to strikes, lockouts, work stoppages due to labor jurisdictional disputes, acts of God, inability to obtain labor or materials due to governmental restrictions (other than any governmental restrictions which a Party is bound to observe pursuant to the terms of this Lease), enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of a Party (but not including such Party's insolvency or financial condition); provided such

Party shall have notified the other Party not later than thirty (30) days after such Party knows or should have known of the occurrence of same and the effects of which a prudent Person in the position of such Party could not have reasonably prevented. Tenant shall not be permitted to assert an Unavoidable Delay regarding the payment of rents.

## ARTICLE II
## LEASE OF PREMISES; CONDITION OF PREMISES; COMMENCEMENT DATE MEMORANDUM

**Section 2.01 Lease of Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for a Term that shall commence on the Rent Commencement Date and end on the Expiration Date, subject to earlier termination pursuant to any of the terms, covenants or conditions of this Lease or pursuant to Law.

**Section 2.02 Condition of Premises.** As of the Lease Commencement Date, Landlord shall deliver Tenant possession of the Premises in its present, as-is condition.

**Section 2.03 Commencement Date Memorandum.** As soon as all necessary information is known, Landlord and Tenant shall enter into a Commencement Date Memorandum ("***CDM***"), in the form attached hereto as ***Exhibit A***, confirming key information, provided, however, that the failure of Landlord or Tenant or both to execute and deliver the CDM shall not alter any terms of this Lease, and in a conflict between the Lease and a fully executed CDM, the CDM shall control.

**Section 2.04 Landlord's Lease Contingencies**. Notwithstanding anything to the contrary contained herein, this Lease is subject to and contingent upon Landlord's acquisition of the Premises. If Landlord does not acquire fee simple title to the Premises and deliver possession to Tenant by the Outside Delivery Date set forth in the Reference Pages, either party may terminate this Lease, without penalty, upon written notice to the other party as long as such notice is delivered prior to Landlord actually acquiring title to the Premises. Following such termination, Landlord shall promptly return to Tenant the first month's Rent, the Lease shall be of no further force and effect, and neither Party shall have any further liability to the other (except for those liabilities that expressly survive the termination of the Lease).

**Section 2.05 Tenant's Lease Contingencies.** Tenant shall have up to the expiration of the Due Diligence Period, or the Entitlement Diligence Period (as each term is defined in the Contract, if applicable), whichever is later, to satisfy itself with regard to the Premises ("***Contingency Period***"), however, Tenant can only terminate during the Entitlement Diligence Period for the reasons permitted pursuant to the Contract. Should Tenant be unable to satisfy itself with respect to the Premises, prior to the end of the Contingency Period, it may elect, without penalty and at its sole discretion, to terminate the Lease immediately upon providing written notice to Landlord on or prior to the expiration of the Contingency Period. Following such termination, Landlord shall promptly return to Tenant the first month's Rent, the Lease shall be of no further force and effect, and neither Party shall have any further liability to the other (except for those liabilities that expressly survive the termination of the Lease).

## ARTICLE III
## RENT

**Section 3.01 Base Rent.**

(a) Starting on the Rent Commencement Date and throughout the Term of this Lease, as well as during any Option Period, Tenant covenants and agrees to pay to Landlord the Base Rent set forth on the Reference Pages (the "***Base Rent***"), subject to the increases set forth on the Reference Pages, as follows:

(i) For each Lease Year, Tenant shall timely pay to Landlord monthly payments of Base Rent, which are equal to the Annual Base Rent amount divided by twelve (12), with each installment payable in advance on or before the first (1st) day of each calendar month during the Term (including if such Term is extended by an Option Period).

(ii) If any Lease Year includes a period which is less than a full calendar month, the monthly Base Rent installment corresponding to such partial month shall be prorated based on the actual number of days in such month, and shall be payable in advance on or before the first (1st) day of such partial-month period.

(iii) For the avoidance of doubt, if any Lease Year is longer than a twelve (12) month period, each monthly installment amount for each month during such Lease Year or Option Period Year shall nevertheless be the annual Base Rent amount for such Lease Year or Option Period Year divided by twelve (12).

**Section 3.02 Amounts Payable at Lease Execution.**

(a) Within two (2) business days of the Lease Commencement Date, Tenant shall provide an estimate of the first month's Base Rent to Landlord, which shall be applied to the first month of Base Rent when due.

(b) Such amount will be based on an estimated Cost Basis mutually-agreed upon by the Parties on or prior to the Lease Commencement Date. Upon execution of the Lease Commencement Memorandum with the final Cost Basis, the Parties will reconcile any discrepancy between the estimated and actual amounts and will reimburse any such discrepancy within two (2) business days of execution of the Lease Commencement Memorandum.

**Section 3.03 Additional Rent.**

(a) Tenant shall pay to Landlord all Additional Rent that is payable to Landlord pursuant to the terms and conditions of this Lease within ten (10) Business Days after written demand therefore from Landlord accompanied by supporting invoices or other supporting evidence of such amount, unless a different time period is specified in this Lease: (i) by good check drawn on an account at a bank in currency that at the time

of payment is legal tender for public and private debts in the United States of America, made payable to Landlord at Landlord's address set forth in the References Pages or to such other parties and at such other addresses as Landlord shall direct by notice to Tenant from time to time; or (ii) if Landlord shall so direct, or agree to accept, by wire transfer of immediately available funds to an account at a bank as set forth in the Reference Pages, or otherwise as designated by Landlord in writing.

(b) If any installment of Base Rent or Additional Rent (such Additional Rent that is due and owing to Landlord) is not paid within ten (10) days of the applicable Due Date, Tenant shall pay to Landlord, as Additional Rent, a late charge equal to five percent (5%) of the overdue amount to Landlord in order to defray the expenses incident to handling such delinquent payment except that Landlord agrees to a one (1) time late charge waiver during the Term of this Lease, if Tenant fails to pay any installment of Base Rent or Additional Rent within ten (10) days of the applicable due date, provided, however, Tenant tenders such payment within ten (10) days' of notice from Landlord. Such payment shall be in addition to, and not in lieu of, any other remedy Landlord may have.

**Section 3.04 Triple Net Lease.** This Lease shall be deemed to be a "triple net lease", and, under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the Parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as herein otherwise expressly set forth. Without limiting the foregoing, Tenant shall pay to the parties respectively entitled thereto, all costs, expenses and charges of every kind and nature relating to the Premises (except debt service on any indebtedness of Landlord or except as otherwise expressly set forth herein), which may accrue during the Term and/or any Option Period. All of such charges, costs and expenses shall be included in the definition of Additional Rent, and will be due and payable upon demand, if no other time for payment is specified.

## ARTICLE IV
## SECURITY DEPOSIT

**Section 4.01 Intentionally Deleted.**

## ARTICLE V
## TAXES

**Section 5.01 Taxes.** Tenant shall pay all real estate taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) attributable to the land and improvements comprising the Premises (collectively, the "***Taxes***") to the extent such Taxes accrue during the Term and/or any Option Period. In addition, Tenant shall be solely responsible for Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall pay all Taxes directly to the taxing authority on or prior to the date such Taxes are due and shall be responsible for any late charge, penalty, fee, interest or fine resulting from its failure to timely pay Taxes. Tenant shall deliver to Landlord a copy of the tax bill upon receipt and shall deliver to Landlord evidence of payments

of such Taxes within ten (10) days after payment is made. If the final Lease year of the Term fails to coincide with the tax year, then any excess for the tax year during which the Term ends shall be reduced by the pro rata part of such tax year beyond the Lease Term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Premises for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year. Nothing contained in this Lease shall require Tenant to pay any income or excess profits or taxes assessed against, or based on the income of, Landlord, or any corporation, capital stock and franchise taxes imposed upon Landlord.

## ARTICLE VI
## PERMITTED USE

**Section 6.01 Permitted Use.**

(a) Subject to all applicable Laws and this Lease, Tenant shall use the Premises only for the Permitted Use.

(b) Tenant's use and occupancy of the Premises, and all related rights and obligations of Tenant hereunder, shall be subject to all easements, encumbrances, covenants, declarations, and restrictions of record (collectively, "***Title Documents***"). Tenant shall be obligated to pay all costs, fees, and expenses attributable to the Premises under any Title Documents, including, without limitation, any fees or assessments charged any Association or any subassociation (collectively, "**Association**"), in such time periods as may be required by the Title Documents, or if Landlords pays, within thirty (30) days of request for reimbursement.

(c) Tenant shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied for any unlawful, illegal or extra hazardous business, use or purpose, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of the Certificate of Occupancy, the Title Documents, or any Laws, or which may make void or voidable any insurance then in force on the Premises or, without Landlord's consent, for any use which requires a variance, waiver or special permit under any Legal Requirement then in effect. Tenant shall take, immediately upon the discovery of any such unpermitted, unlawful, illegal or extra hazardous use, all necessary actions, legal and equitable, to compel the discontinuance of such use. If for any reason Tenant shall fail to take such actions, and such failure shall continue for sixty (60) days after notice from Landlord to Tenant specifying such failure, Landlord is hereby irrevocably authorized (but not obligated) to take all such actions in Tenant's name and on Tenant's behalf. All reasonable sums paid by Landlord and all reasonable costs and expenses incurred by Landlord acting pursuant to the immediately preceding sentence (including, but not limited to, reasonable attorneys' fees and disbursements) shall be paid by Tenant to Landlord within five (5) business days after demand and shall constitute Additional Rent under this Lease.

(d) Tenant shall not knowingly suffer or permit the Premises or any portion thereof to be used by the public in such manner as might reasonably tend to impair title to

the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof.

## ARTICLE VII
## TENANT IMPROVEMENTS

**Section 7.01 Construction of Tenant Improvements.** Following the Landlord's delivery of the Premises to Tenant, Tenant shall, at Tenant's option, cause the construction (the "***Construction***") of certain improvements (the "***Tenant Improvements***") to the Premises to commence and shall pursue the Construction to Substantial Completion with all reasonable speed. The Tenant Improvements shall be completed in strict accordance with all Laws, the Title Documents, and industry-standard construction practices.

**Section 7.02 Construction Approvals by Landlord.** Prior to commencing Construction, Tenant shall deliver to Landlord for its approval, such approval not to be unreasonably withheld, conditioned or delayed, schematic design documents (the "***Plans***"), identifying and describing all mechanical, electrical and plumbing systems, materials, signage, and design. The right of approval of Landlord with respect to the Plans shall include, but shall not be limited to the requirements of the Title Documents and any Laws governing the Premises. Landlord shall have a period of ten (10) Business Days after receipt to approve (such approval by Landlord a "***Landlord Approval***") or reject such submissions. Failure to approve or reject any submissions within such ten (10)-day period shall be deemed a Landlord Approval. The date on which a Landlord Approval is granted, or deemed to be granted, by Landlord shall be the ***Approval Date***. Upon the rejection of any submissions, Tenant may request from Landlord a description of measures to be taken by Tenant that will result in a Landlord Approval on resubmission (or why resubmission of any similar proposal would be rejected). Landlord agrees not to unreasonably withhold, condition, or delay any approval required by this Article or under the Lease. Approval of submissions by Landlord shall not relieve Tenant from the obligation to obtain all other Approvals required by various Governmental Authorities or from complying in all material respects with the Plans and all applicable Laws.

**Section 7.03 Change Orders.** Once the Plans are submitted to and approved by Landlord, Tenant may, with the prior written consent or approval of Landlord, order, authorize or perform any change, substitute work or materials in prosecuting the construction of the Tenant Improvements ("***Change Order***"). Landlord agrees not to unreasonably withhold, condition, or delay the approval required by this Section. Tenant shall be solely responsible for any increased costs associated with a Change Order.

**Section 7.04 Construction According to Approved Plans.** All construction will be performed (i) in a good and workmanlike manner; (ii) reasonably in accordance with the approved Plans and any Change Orders; (iii) in accordance with a construction schedule to be provided by Tenant to Landlord; and (iv) only by contractors and subcontractors which are properly licensed to perform their respective work. Tenant shall have the right to engage in a competitive bidding process for the selection of a contractor, and to select an appropriate contractor subject to Landlord's reasonable consent, not to be unreasonably withheld, conditioned, or delayed. Subcontractors shall be selected by Tenant in Tenant's discretion,

except that if Landlord wishes to require Tenant to use a particular subcontractor, Landlord may do so, provided that any additional cost of utilizing such specified subcontractor is borne by Landlord. Tenant, at Tenant's option, shall be permitted to engage a project manager of its choice, the cost of which may be paid utilizing the Tenant Improvement Allowance. Landlord shall not impose any charges for profit, overhead or supervision in connection with the Construction or the Tenant Improvements. Landlord reserves the right to monitor the Construction, including participation in construction meetings. At a minimum, the following restrictions must be placed upon construction activities, and Tenant will provide for the incorporation of these restrictions in any relevant agreements with contractors, subcontractors, or others:

(a) Access to the construction site will be limited to those involved with the work; and

(b) Tenant will be responsible for any damage or injury to persons or property, including but not limited to repair and restoration, to any facility, property or roadway on or near the Premises caused by Tenant or Tenant's contractor, its employees, subcontractors and subcontractors' employees in performance of Tenant's work.

**Section 7.05 Liens.** Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

**Section 7.06 Improvements and the Personalty.** Title to all Tenant Improvements shall be vested in Landlord, and Tenant shall not be required to remove Tenant Improvements or restore the Premises following the termination or expiration of the Lease. Title to all Personalty shall remain vested in Tenant at all times, including without limitation following the termination or expiration of the Lease.

**Section 7.07 Permits, Laws and Ordinances.** Tenant shall, at its sole cost and expense, comply and cause its contractors and subcontractors to comply in all material respects with all Laws of all Governmental Authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to Tenant or Landlord as they relate to the Premises.

**Section 7.08 Reports and Information.** If requested by Landlord, Tenant shall provide Landlord with monthly progress reports in a form reasonably satisfactory to Landlord, demonstrating compliance with the construction requirements of the Plans and this Lease for the previous month. Tenant shall deliver or cause to be delivered to Landlord copies of all soil reports, surveys, hazardous wastes or toxic materials reports, feasibility studies and other similar

written materials prepared for Tenant with respect to the Premises (collectively, the "***Property Reports***") within thirty (30) days after receipt by Tenant. Unless and to the extent required otherwise by any and all Legal Requirements, Tenant (including Tenant's officers, directors, employees, representatives, brokers, attorneys and advisors) agrees to keep such Property Reports and the contents therein confidential.

**Section 7.09 Substantial Completion of Facility.** As soon as practicable (however, in no event to exceed three (3) calendar months) after the Substantial Completion of the Premises, Tenant will furnish to the Landlord.

(a) One complete set of final "as-built" plans and specifications of the completed Tenant Improvements in auto-CAD format; and

(b) One complete set of operations and maintenance manuals for all systems, equipment, furniture and fixtures relating to the Premises.

**Section 7.10 Tenant Improvement Allowance.** Landlord shall provide Tenant with the Tenant Improvement Allowance up to the amount set forth in the Reference Pages. Landlord shall pay the Tenant Improvement Allowance to Tenant in installments, upon satisfaction of the following conditions but no more than one (1) payment per month: (a) Tenant has submitted to Landlord a written request for payment (each such request, a "***Payment Request***"), (b) the Payment Request is for costs actually incurred, (c) the Payment Request includes an invoice for each such cost and a signed lien waiver and release from the contractor, subcontractor or supplier requesting payment, (d) Tenant's architect or project manager certifies in writing to Landlord that such costs have been incurred and the improvements described in the Payment Request have been incorporated in the building improvements, and (e) Tenant remains in compliance with its obligations under this Lease beyond any applicable notice and cure period. Each Payment Request shall include copies of supporting invoices. Landlord shall fund each Payment Request within fifteen (15) days following its receipt and Tenant's satisfaction of all conditions precedent, by checks jointly payable to Tenant and the relevant service providers performing work in connection with the Tenant Improvements.

The final draw request will be made within fifteen (15) days after Landlord's receipt of a final lien waivers and releases executed by the general contractor and all subcontractors. If Landlord does not timely pay the final draw request, after ten (10) days written notice from Tenant to Landlord, so long as such final draw request meets the criteria set forth herein, Tenant may offset the amount of such draw request against Tenant's payments of Rent.

**Section 7.11 Lease Amendment.** Following Tenant's receipt of both the entire Tenant Improvement Allowance and the entire Additional Allowance, Landlord and Tenant agree to enter into an amendment to this Lease with such clean up changes as the parties may mutually agree.

## ARTICLE VIII
## UTILITIES & SERVICE CONTRACTS

**Section 8.01 Utilities**. As of the Lease Commencement Date, Tenant shall be responsible for providing utility service to the Premises, including providing meters, submeters or other devices for the measurement of utilities supplied to the Premises. Commencing upon the Lease Commencement Date, Tenant shall be solely responsible for and shall promptly pay, to Landlord or the utility company, as applicable, as and when the same become due and payable, all charges for water, sewer, electricity, gas, telephone, cable service, internet service, steam, and any other utility or other communication device used or consumed in the Premises and supplied by a public utility or public authority or any other person, firm, or entity supplying same. If Landlord has designated any person or persons to provide one or more utility services to the Real Property, Tenant shall use the designated person(s) to obtain the applicable utility services.

**Section 8.02 Electrical System**. Tenant shall not overload the electrical system serving the Premises, and shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, pipes, valves, or other facilities by which electric and other utilities are supplied to, distributed in or serve the Premises. If Tenant desires to install any equipment that shall require additional utility facilities, such installation shall be subject to Landlord's prior approval of Tenant's plans and specifications therefor, not to be unreasonably withheld, conditioned, or delayed. If such installation is approved by Landlord and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, as Additional Rent, the cost for providing such additional utility facilities.

**Section 8.03 Landlord Services**. Landlord has no obligation to provide to Tenant or the Premises any services except as expressly set forth in this Lease. Without limiting the foregoing, Landlord is not responsible for providing heat, electric, water, gas, air conditioning, steam, sewer service, cleaning service, trash collection, extermination, cable or internet service or ventilation to the Premises. Landlord does not represent or warrant that any utility or other service provided by Landlord, or any utility or other service used or to be used by Tenant at the Premises, (a) shall be adequate for Tenant's particular purposes or (b) shall be free from interruption or reduction. Tenant shall not be permitted to abate rent or seek any remedies from Landlord arising out of an interruption of utility service.

## ARTICLE IX
## MAINTENANCE & REPAIRS

**Section 9.01 Tenant's Maintenance.** As of the Lease Commencement Date and through the Term of this Lease and any extension or renewal thereof, and at its sole cost and expense, Tenant shall be responsible for, and maintain in good order and repair, ordinary wear and tear excepted, the Premises, including any building and other improvements located thereon, the landscaping, parking lot lighting, snow and ice removal, sidewalks, parking lot potholes, resealing, and striping, and any plumbing, electrical, and any mechanical systems. Upon the Lease Commencement Date, Tenant shall be responsible for the maintenance, repair, and replacement of the surface of the roof (including full roof replacement if needed), at its sole cost and expense, subject to any benefit Tenant is able to derive from a roof warranty or guaranty obtained by Landlord at Closing, which Landlord shall assign to Tenant on the Lease Commencement Date for its use during the Term.

Tenant shall also enter into and maintain, at Tenant's expense, a service, maintenance and repair contract, in scope reasonably satisfactory to Landlord, with a reputable service company, reasonably satisfactory to Landlord, for the heating, ventilation and air conditioning ("***HVAC***") units serving the Premises. Tenant shall, from time to time, furnish Landlord with a copy of such service contract, within ten (10) days after Landlord's request. If Tenant fails to obtain or maintain such service contract or to deliver to Landlord a copy of such contract upon request, Landlord may, at its option, enter into a service contract providing for the maintenance, repair, and servicing of the HVAC units and bill Tenant for the charges due under such contract. Any such charges shall be paid by Tenant within fifteen (15) days after Landlord delivers a bill therefor to Tenant, and such charges shall be deemed Additional Rent. If Tenant fails to keep and maintain the Premises as required by this Lease beyond any applicable notice and cure period, Landlord may (but shall not be required to) perform and satisfy same, and Tenant hereby agrees to reimburse Landlord, as Additional Rent, for the reasonable cost thereof promptly upon demand.

**Section 9.02 Landlord's Maintenance.** Notwithstanding anything to the contrary contained in this Lease, Landlord shall, through the Term of this Lease and any extension or renewal thereof, and at its sole cost and expense, maintain in good order and repair and replace when necessary, the foundations and structural components (including load-bearing walls) of the building (collectively, the "***Structural Items***"). Provided, however, Tenant shall be responsible for the performance and payment of the foregoing repairs and replacement for Structural Items to the extent such repair or replacement is due to (a) any defective work performed by Tenant or its employees, agents, or contractors in constructing the Tenant's Improvements, or (b) the negligence or willful misconduct of Tenant or its employees, agents, or contractors, to the extent the repair or replacement is not covered by a third party warranty provided to Tenant.

## ARTICLE X
## ALTERATIONS

**Section 10.01 Alterations.** Tenant, at its option and at its sole cost and expense, may make any interior and non-structural alterations to the building improvements (each an "***Alteration***" and collectively, "***Alterations***"). Tenant shall not, without Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed, make any Alterations which: (a) demolish all or substantially all of Premises; (b) reduce or expand the aggregate square footage of the Premises; (c) affect the structure or exterior of the building; or (d) alter or modify the parking area or entrances to the Premises. Tenant may replace fixtures and Personalty from time to time, in Tenant's sole discretion. Tenant shall not be required to remove Alterations which are permitted under this Lease at any time, including upon the expiration or earlier termination of this Lease, nor shall Tenant be required to remove any aspect of the Tenant Improvements at any time.

**Section 10.02 Mechanics' Liens.** Tenant shall keep the Premises and this Lease free from any lien or other encumbrance ("***Lien***") filed or recorded in favor of any mechanic, supplier, subcontractor, contractor, materialman, architect, engineer or any party providing work, labor or materials to the Premises. If a Lien shall be filed, Tenant shall discharge such Lien within thirty (30) days, provided, that if Tenant shall in good faith desire to contest the validity of such Lien, it may do so by an appropriate proceeding after first depositing with Landlord or its designee, within thirty (30) days after the filing of the Lien, sufficient security (bond, funds, etc.) which in

Landlord's sole judgment is sufficient to insure the payment and discharge of such Lien, together with interest and penalties thereon. If Tenant fails to discharge any such Lien or deposit such security within such thirty (30) day period, Tenant shall be in default hereunder and Landlord may either pay and discharge such Lien without inquiring into the validity thereof (in which instance Tenant shall, upon demand and as Additional Rent, reimburse Landlord for the amount so paid, regardless whether such Lien be valid or not) or Landlord may exercise any other right or remedy allowed under this Lease. Tenant agrees to indemnify, reimburse, defend and hold Landlord and Landlord's mortgagee harmless for, from and against any and all such Liens and shall pay the cost of all attorney's fees and expenses incurred by Landlord and Landlord's mortgagee in connection therewith.

## ARTICLE XI
## TENANT INSURANCE

**Section 11.01 Tenant Insurance.** Tenant shall keep the following insurance policies (the "***Insurance Policies***") in force throughout commencing on the Lease Commencement Date and continuing throughout the Term:

(a) fire, casualty, and extended coverage insurance equal to the full replacement cost of the Building, which replacement cost is provided by Landlord on or before the Lease Commencement Date and updated annually upon Tenant's request;

(b) a commercial property policy or policies with extended coverage for vandalism and malicious mischief, water damage and sprinkler leakage insurance, on an "All Risk" or "Special Form" basis for full replacement value of the Tenant's personal property and Tenant Improvements;

(c) a commercial general liability insurance policy or policies to protect against liability to the public or to any invitee incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than $2,000,000 per occurrence and not less than $3,000,000 in the annual aggregate (inclusive of both primary and excess limits), covering bodily injury (including death), property damage liability, and contractual liability;

(d) worker's compensation insurance with limits as required by statute;

(e) business interruption insurance with limit of liability representing loss of at least twelve (12) months of income;

(f) In the event the Premises are located in an area identified by the National Flood Insurance Program as an area having "special flood hazards" (zones beginning with "A" or "V"), then Tenant shall maintain throughout the term of this Lease and any extension thereof, flood insurance for the full replacement value of the Premises, with any deductible in excess of Fifty Thousand and no/100 Dollars ($50,000.00) to be approved by Landlord.

(g) Intentionally omitted

(h) On or prior to the date that Construction is commenced at the Premises, or such earlier date as required by Landlord's lender or reasonably required by Landlord, Tenant's general contractor shall provide the following minimum insurance coverage and limits to protect the parties from liability which may arise out of or result from the services or operations of the general contractor: (a) worker's compensation as required by law and employer's liability coverage with minimum limits of $500,000 each accident and each employee-disease and disease-policy limit; (b) builder's risk/commercial general liability, including contractual liability (either project specific or blanket coverage), products and completed operations, broad form property damage, and, as applicable, independent contractors and X, C and U coverage with minimum limits of $2,000,000 per occurrence; and (c) commercial property coverage. The aforementioned coverage limits may be satisfied by inclusion of such item(s) of coverage in the general contractor's umbrella insurance policies. Prior to commencing any work on the Leased Premises, the general contractor must deliver to Landlord a certificate of insurance evidencing the foregoing coverage and limits. All insurance policies must be written with responsible insurance carriers reasonably satisfactory to Landlord and Tenant and qualified to provide insurance in the State of Maryland.

**Section 11.02** The aforesaid Insurance Policies shall be provided at Tenant's sole cost and expense, and shall name Landlord and its lender as an additional insured and/or loss payee. On or before the Lease Commencement Date, Tenant shall provide to Landlord certificates of insurance with respect to the Insurance Policies. In addition, Tenant shall provide updated certificates of insurance within ten (10) days of Landlord's request.

**Section 11.03 Payments for Tenant by Landlord.** If Tenant fails to procure the insurance required to be procured by Tenant under this Lease, or fails to pay any premium of insurance, or any other sum in this Lease required to be paid by Tenant (other than Rent), Landlord may, after expiration of the applicable cure period, at Landlord's option, procure on behalf of Tenant any such insurance, and pay on behalf of Tenant any such payment or payments as may be necessary. Any sum(s) so paid or expended by Landlord on behalf of Tenant shall be reimbursed and paid by Tenant to Landlord, as Additional Rent, within ten (10) days after demand by Landlord.

## ARTICLE XII
## INDEMNIFICATION

**Section 12.01 Indemnification.** Tenant agrees to indemnify, defend and hold Landlord, its mortgagees and property management company, and any affiliates or subsidiaries of the foregoing, and all of their respective officers, directors, shareholders, members, managers, partners, agents, employees, contractors, and representatives (collectively, "**Landlord Protected Parties**") harmless from and against all claims, actions, suits, losses, liabilities, damages, fines, penalties, liens, judgments, settlements, proceedings, costs, fees, and expenses (including reasonable attorney's fees and court or other costs) of third persons and any employee of Tenant (collectively, "**Loss**") arising out of, resulting from, or relating to any bodily injury, personal injury, death, or damage to property (including any loss of use thereof) ("**Injury**") occurring in, about, or from the Premises unless resulting from the gross negligence or the willful misconduct of Landlord. Landlord agrees to indemnify, defend and hold Tenant, the Guarantor, their

respective affiliates or subsidiaries, and all of their respective officers, directors, shareholders, members, managers, partners, agents, employees, contractors, and representatives (collectively, "**Tenant Protected Parties**") harmless from and against all Loss arising out of, resulting from, or relating to any Injury occurring in, about, or from the Premises as a result of, caused by, or relating to, whether in whole or in part, any act or omission of Landlord, its employees, agents, contractors, patrons, invitees, licensees, or others under its control, unless resulting from the gross negligence or the willful misconduct of Tenant. However, Landlord and Tenant agree that Tenant's Insurance is the primary insurance for this Property, and is put in place to protect both parties, and therefore the Tenant's Insurance shall be primary for indemnification, unless resulting from the gross negligence or willful misconduct of a party.

**Section 12.02 Waiver of Subrogation and Release.** Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each hereby release each other, Landlord Protected Parties and Tenant Protected Parties from all claims or liabilities for property loss or damage to the Premises or Building, damage to or loss of personal property at or upon the Premises or within the Building, and loss of business or revenues that are covered by the releasing party's insurance or that would have been covered by the required insurance if that party fails to maintain the insurance coverages required by this Lease (the parties acknowledging that there is no insurance required by the Landlord under this Lease). Landlord and Tenant will notify the issuing insurance companies of the release set forth in this paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of coverage. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY (OR THAT RELEASED PARTY'S OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES).**

## ARTICLE XIII
## ASSIGNMENT AND SUBLEASE

**Section 13.01 Assignment.** Tenant shall not enter into an Assignment or Sublease with a Person (hereinafter called the "***Transferee***") without Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant shall have the right to assign the Lease or sublease all or any portion of the Premises to any related entity, parent company, subsidiary, sister company, successor, or other Affiliate of Tenant without the consent of the Landlord, but with written notice to Landlord ("***Permitted Transferee***"). If Tenant's interest in this Lease is assigned or transferred in violation of the provisions of this Article, such Assignment shall be void and of no force and effect against Landlord. Regardless of whether Landlord's consent is required hereunder, no Assignment shall: (a) be effective without the express written assumption by the Transferee of all of Tenant's obligations pursuant to the Lease and a reaffirmation of the Lease Guaranty by Guarantor; or (b) release Guarantor from any of its obligations which accrue after the date of the Assignment pursuant to the Guaranty, unless at the time of the Assignment, such Transferee and/or a new guarantor proposed by Transferee have a combined net worth that is equal to or greater than the net worth of Guarantor, as reasonably determined by Landlord in accordance with generally accepted accounting principles as confirmed in writing by Landlord at the time of the assignment. In the case of an Assignment or Sublease to a Transferee that is not a Permitted

Transferee, no such Assignment or Sublease shall alter the primary liability of Tenant for the payment of Rent or the performance of other obligations to be performed by Tenant unless at the time of the proposed Assignment or Sublease, the Transferee has the financial ability to fulfill the obligations under this Lease to the same or better extent than the Tenant, as reasonably determined by Landlord in accordance with generally accepted accounting principles and confirmed in writing by Landlord at the time of the assignment. In the case of an Assignment or Sublease to a Permitted Transferee, Tenant (but not Guarantor) shall be released from its obligations which accrue under this Lease after the date of such Assignment.

**Section 13.02 Notice.** Tenant shall notify Landlord of its intention to enter into any Assignment or Sublease at least fifteen (15) days prior to the proposed effective date or commencement date of such Assignment or Sublease and with respect to any such Assignment or Sublease which Tenant shall not have notified Landlord, Tenant shall notify Landlord of the Assignment or Sublease at least fifteen (15) days after the effective date of such Assignment or Sublease, but failure to give such notice shall not invalidate the Assignment or Sublease.

**Section 13.03 Copies to Landlord.** Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within fifteen (15) Business Days after the effective date of an Assignment or the commencement date of a Sublease: (a) in the case of an Assignment, a fully executed copy of the instrument of assignment and assumption; or (b) in the case of a Sublease, a fully executed copy of the Sublease.

**Section 13.04 Net Profit.** All net profit attributable to any Assignment or Sublease shall inure to the benefit of Tenant.

## ARTICLE XIV
## SIGNAGE

**Section 14.01 Signage.** Tenant shall be permitted, in Tenant's sole discretion but subject to the Title Documents and all local zoning requirements or other applicable Laws, to install and maximize signage at the Premises, at Tenant's sole cost and expense, including, but not limited to, sign(s), directory sign(s), and Tenant's name and logo on the exterior of the Premises ("***Tenant's Signage***"). Tenant shall be responsible for the cost of maintaining and repairing Tenant's Signage. Tenant shall be required, at Tenant's cost and expense, to remove Tenant's Signage promptly following the termination of this Lease.

## ARTICLE XV
## EVENTS OF DEFAULT; REMEDIES

**Section 15.01 Tenant Events of Default.** Each of the following events shall be an Event of Default:

(a) If Tenant shall fail to pay any item of Rent, or any part thereof, when the same shall become due and payable and such failure shall continue for five (5) days after notice from Landlord to Tenant (provided, Landlord shall not be required to provide notice to Tenant more than twice in any calendar year).

(b) If Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants or agreements contained in this Lease, and such failure shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or because of Unavoidable Delays reasonably be performed, done or removed, as the case may be, within such 30 day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within such period and shall, diligently, continuously and in good faith prosecute the same to completion).

(c) If Tenant shall make an assignment for the benefit of creditors.

(d) If Tenant shall file a voluntary petition under Title 11 of the United States Bankruptcy Code or if such petition is filed against it, and an order for relief is entered, or if Tenant shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant, or of all or any substantial part of its properties or of the Premises or any interest therein of Tenant, or if Tenant shall take any corporate action in furtherance thereof.

(e) If within thirty (30) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within thirty (30) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant or of all or any substantial part of its properties or of the Premises or any interest therein of Tenant or such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated.

(f) If Tenant shall abandon the Premises for more than ninety (90) days (apart from normal school closures in the ordinary course of business).

(g) If a levy under execution or attachment shall be made against the Premises and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of sixty (60) days.

**Section 15.02 Landlord's Remedies.**

If an Event of Default occurs, Landlord shall have the immediate right to exercise any and all rights and remedies available at law or in equity, including, without limitation, the following remedies, which are cumulative:

(1) Landlord may terminate the Lease and terminate Tenant's right to possession upon delivery of written notice. Within three (3) days of receipt of notice, Tenant shall be required to deliver possession of the Premises and shall remove all persons and property from the Premises and deliver the Premises in the condition required under this Lease. Tenant shall be responsible for all past due Rent and other charges due hereunder up through the later of the effective date of termination or the date of delivery of possession to Landlord.

(2) Landlord may terminate Tenant's right of possession without terminating the Lease and continue to sue for Rent and other charges due under the Lease as it becomes due. Landlord may recover such future rent in successive legal actions as Landlord may deem appropriate in its sole discretion. Tenant shall also be responsible for all past due Rent and other charges due hereunder up through the later of the effective date of termination or the date of delivery of possession to Landlord.

(3) Landlord may notify Tenant of Tenant's failure to perform any of its obligations under this Lease and upon Tenant's failure to cure within the time provided in Section 20.01, or sooner if an emergency, Landlord may, but is not obligated to do so, perform Tenant's obligations and recover from Tenant, all costs and expenses incurred by Landlord plus an administrative fee of ten percent (10%) of such costs and expenses.

(4) Whether Landlord terminates the Lease or terminates Tenant's right of possession, Landlord shall be entitled to recover future rent for the remainder of the Original Term from Tenant in an amount equal to the difference between the Rent scheduled hereunder and the lesser rent paid under a replacement lease with a third-party tenant. Landlord shall also be entitled to recover from Tenant the reasonable, actual costs of re-letting the Premises, including without limitation, costs of any unamortized Tenant Allowance paid to Tenant, new tenant finish for a replacement tenant, unamortized broker fees paid by Landlord for this Lease, attorney's fees, repairs, and any other costs associated with the replacement tenant's lease and delivery that Landlord can show that it would not have otherwise incurred but for Tenant's default. Landlord shall not be entitled to recover accelerated rent from Tenant until such time as this Lease is terminated. Landlord shall have a duty to mitigate its damages to the extent required by applicable law.

(5) Landlord may re-enter the Premises to inspect the Premises, make repairs, protect the Premises and prevent waste, change the locks, and take any other action the Landlord deems necessary in its sole discretion to protect the Premises and Landlord's interests. In the event the Tenant does not deliver possession upon demand by Landlord, Landlord shall be entitled to change the locks to the Premises without liability to Landlord. In the event of Tenant's default and Tenant's property is not removed from the Premises within 10 days after written demand by Landlord, the property shall be deemed abandoned and Landlord may either (i) store the property at Tenant's costs, (ii) sell the property and retain the proceeds, or (iii) destroy the property, all at no cost or liability to Landlord.

(6) Landlord may recover from Tenant all attorney's fees, costs, and expenses incurred by Landlord in enforcing the terms of this Lease.

**Section 15.03 Landlord's Default and Tenant's Remedies.** In the event Landlord fails to perform any of its obligations under this Lease and fails to cure such default within 30 days after written notice from Tenant specifying the nature of such default, where such default could reasonably be cured within said 30 day period, or, where such default could not reasonably be cured within said 30 day period, fails to commence such cure within said 30 day period and thereafter continuously with due diligence prosecute such cure to completion, then Tenant shall have the following remedies:

(a) Tenant may proceed in equity to compel Landlord to perform its obligations.

(b) Tenant may cure any default of Landlord at Landlord's cost, and deduct the cost of such cure from the next installments of Rent and any other amounts payable under this Lease.

## ARTICLE XVI
## DAMAGE OR DESTRUCTION

**Section 16.01 Damage or Destruction.** If all or any part of the Premises shall be destroyed or damaged in whole or in part by fire or other insured casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (a "***Casualty***"), within thirty (30) days of such Casualty, Landlord shall obtain an estimate (the "***Time Estimate***") for the time it will take to complete the repairs, alterations, restorations, replacement, and rebuilding of the Premises or a portion thereof which has been damaged or destroyed (the "***Restoration***"). If the estimated time to complete the Restoration is greater than nine (9) months, subject to Unavoidable Delays, the damage or destruction will be considered to be a "***Total Destruction***". If the estimated time to complete the Restoration is nine (9) months or less, the damage or destruction will be considered to be "***Partial Damage***".

(a) **Partial Damage.** In the event of Partial Damage, Landlord shall, at Landlord's sole cost and expense, commence and pursue to completion the Restoration as soon as reasonably possible, and this Lease will continue in full force and effect. If the Partial Damage was the fault of Tenant or its agents, employees or contractors, Tenant shall be responsible for payment of the deductible. Notwithstanding the foregoing, if the amount of time spent on the Restoration exceeds the initial Time Estimate obtained by Landlord, Tenant may, at Tenant's option, elect to (i) complete the Restoration on Landlord's behalf at Landlord's cost and expense, and subject to reimbursement from any available insurance proceeds, or (ii) terminate this Lease, by delivering notice to Landlord of its election to terminate. Such termination will be effective immediately upon delivery of such notice.

(b) **Total Destruction.** In the event of a Total Destruction, Landlord may, at Landlord's option, elect to either:

(i) Restore the Premises as nearly as possible to the condition, quality and class of the Premises existing immediately prior to the Casualty, or

(ii) Terminate the Lease, by giving written notice (the "***Termination Notice***") to Tenant within thirty (30) days of the date Landlord obtains a Time Estimate. Such termination shall be effective ten (10) days after delivery of such Termination Notice.

(A) Notwithstanding the foregoing, in the event Landlord elects to terminate this Lease following a Total Destruction, Tenant shall have the right, within ten (10) days after receipt of the Termination Notice, to give written notice to Landlord of Tenant's commitment to pay for the Restoration without reimbursement from Landlord. In such event, this Lease shall continue in full force and effect, and Tenant shall proceed to Restore the Premises with all possible speed.

(c) In the event of a Total Destruction, Tenant shall have the option to terminate this Lease by giving written notice to Landlord within thirty (30) days of the Casualty. Such termination will be effective immediately upon delivery of such notice.

(d) In the event that all or any part of the Premises shall be destroyed or damaged in whole or in part by any uninsured casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, other than a Casualty as that term is defined above (an "***Uninsured Casualty***") and the estimated time it will take to complete the repairs, alterations, restorations, replacement, and rebuilding of the Premises or a portion thereof which has been damaged or destroyed is greater than nine (9) months, subject to Unavoidable Delays, Tenant shall have the option to terminate this Lease by giving written notice to Landlord within thirty (30) days of the Uninsured Casualty. Such termination will be effective immediately upon delivery of such notice. In the event of an Uninsured Casualty, Landlord shall have the option to terminate this Lease by giving written notice to Tenant within thirty (30) days of the Uninsured Casualty. Such termination will be effective thirty (30) days after delivery of such notice.

**Section 16.02 Abatement of Rent.** In the event of a Casualty, the Rent payable by Tenant for the period required for the Restoration of the damage resulting from such Casualty shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. All other obligations of Tenant hereunder shall be performed by Tenant.

(a) If either Party is obligated, or has undertaken, to Restore the Premises (the "***Restoring Party***") and the Restoring Party does not commence, in a substantial and meaningful way, such Restoration within sixty (60) days after such obligation shall accrue, the other Party (the "***Non-Restoring Party***") may, at any time prior to the commencement of such Restoration, give written notice to the Restoring Party of the Non-Restoring Party's election to terminate this Lease on a date not less than sixty (60) days following the giving of such notice. If the Non-Restoring Party gives such notice and such repair or restoration is not commenced within thirty (30) days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such thirty (30) days, this Lease shall continue in full force and effect. "***Commence***" shall mean the beginning of the actual Restoration work on the Premises.

**Section 16.03 Termination in the Event of Casualty.** In the event this Lease is terminated in connection with a Casualty pursuant to this Article, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of Tenant's Security Deposit as has not been, or is not then required to be, used by Landlord.

## ARTICLE XVII
## CONDEMNATION

**Section 17.01 Total Taking.** If all or substantially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and those authorized to exercise such right (a "***Condemnation***"), the Term shall terminate on the Date of Taking and the Rent payable by Tenant hereunder shall be equitably apportioned as of the Date of Taking.

**Section 17.02 Partial Taking.** If less than substantially all of the Premises shall be taken or condemned ("***Condemned***") pursuant to a Condemnation, this Lease and the Term shall continue as to the portion of the Premises remaining without diminution of any of Tenant's obligations hereunder, but the Base Rent shall be changed to the Base Rent reduced by the percentage of usable area of the building improvements taken and not rebuilt.

**Section 17.03 Award.** The award, awards or damages in respect to any Condemnation shall be the property of Landlord, provided, however, that Tenant shall be entitled to any compensation paid by the condemnor for Tenant's relocation expenses, loss of business goodwill and/or Personalty. All Tenant Improvements and Alterations made to the Premises by Landlord, for purposes of a Condemnation only, shall be considered the property of the Landlord and Landlord shall be entitled to any and all compensation which is payable therefor. Any improvements made by Tenant which are removable and remain personal property (as opposed to fixtures or party of Landlord's building) shall be considered property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor. Each of the Parties shall execute any and all documents that may be reasonably required in order to facilitate collection by them of such awards.

**Section 17.04 Other Governmental Action.** In case of any governmental action, not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, such as the changing of the grade of any street upon which the Premises abut, this Lease shall continue in full force and effect without reduction or abatement of Rent and the award shall be paid to Landlord.

**Section 17.05 Negotiated Sale in Lieu of Condemnation.** In the event of a negotiated sale of all or a portion of the Premises in lieu of condemnation, the proceeds shall be distributed as provided in cases of condemnation.

**Section 17.06 Participation in Condemnation Proceeding.** Landlord and Tenant shall be entitled to file a claim and otherwise participate in any condemnation or similar proceeding and all hearings, trials and appeals in respect thereof.

**Section 17.07 Rights of Tenant and Subtenants to File Claims.** Notwithstanding anything to the contrary contained in this Article, in the event of any permanent or temporary taking of all or any part of the Premises, Tenant and its Subtenants shall have the exclusive right to assert claims for any trade fixtures and personal property so taken which were the property of Tenant or its Subtenants and for relocation expenses of Tenant or its Subtenants, and all awards and damages in respect thereof shall belong to Tenant and its Subtenants, provided, however, that if there shall be no separate award or allocation for such trade fixtures or personal property, then such claims of Tenant and its Subtenants, or awards and damages, shall be subject and subordinate to Landlord's claims under this Article.

## ARTICLE XVIII
## SUBORDINATION; ATTORNMENT; ESTOPPEL

**Section 18.01 Subordination, Non-Disturbance and Attornment.** This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to the lien of all currently existing mortgages affecting the Premises; provided, however, prior to, or concurrently with, acquisition of the Property, Landlord, at Landlord's sole cost and expense, shall obtain and deliver to Tenant a Subordination, Non-Disturbance and Attornment Agreement in recordable form reasonably acceptable to Tenant ("***SNDA***") executed by Landlord and Landlord's existing mortgagee(s), and such other documents as may be reasonably requested, in form and content reasonably satisfactory to and Tenant, which SNDA shall include, without limitation, agreement by the parties to the SNDA that, upon request of the applicable mortgagee or any purchaser following a foreclosure or conveyance of the Premises pursuant to the applicable mortgage (a "***Successor Landlord***"), Tenant shall attorn to such Successor Landlord so long as Tenant's rights and interests under this Lease shall not be disturbed as long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period as set forth herein. This Lease and all of Tenant's rights hereunder shall be subject and subordinate to the lien of all future mortgages affecting the Premises upon full execution and delivery to Tenant of a recordable SNDA meeting the requirements above.

**Section 18.02 Estoppel.** Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

## ARTICLE XIX
## NOTICES

**Section 19.01 Notices.** Until a different address is provided by either Party to the other Party, all notices, demands or requests made by either Party to the other which are required or permitted by the provisions of this Lease shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (with a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid; (c) sent by electronic mail with a copy

sent by nationally recognized commercial overnight delivery service on the next business day; or (d) sent by nationally recognized commercial overnight delivery service, to the addresses set forth in the Reference Pages.

## ARTICLE XX
## HOLDING OVER

**Section 20.01 Holding Over by Tenant.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Tenant holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant.

**Section 20.02 No Obligation to Remove Alterations.** Tenant, upon vacating the Premises, shall have no obligation to remove any of the Tenant Improvements or any Alterations which are permitted pursuant to this Lease.

## ARTICLE XXI
## COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS & HAZARDOUS MATERIALS

**Section 21.01 Compliance with Laws.** Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's business and activities on or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do nor permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do nor permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises.

**Section 21.02 Environmental Laws & Hazardous Materials.**

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant.

(d) Landlord, to its actual knowledge, represents and warrants to Tenant as of the Effective Date that no toxic, explosive or other dangerous materials or Hazardous Materials are present in the Premises or on the Premises or have been concealed within, buried beneath, released on or from, or removed from the Premises. Landlord represents and warrants to Tenant as of the Effective Date that Landlord has fully disclosed to Tenant any and all reports, analyses, studies or other documents, including environmental and air quality studies, that would identify Hazardous Substances on the Premises. Landlord hereby indemnifies and holds harmless Tenant, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Tenant as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials (1) prior to the Effective Date, and/or (2) caused by any party other than Tenant during the Term or any extensions thereof.

## ARTICLE XXII
## INTENTIONALLY DELETED

## ARTICLE XXIII
## NO IMPAIRMENT OF LANDLORD'S TITLE

**Section 23.01 No Impairment of Landlord's Title.** Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription or other similar claims of, in, to or with respect to the Premises.

## ARTICLE XXIV
## QUIET ENJOYMENT

**Section 24.01 Quiet Enjoyment.** Landlord covenants and agrees that, if and so long as Tenant observes and performs each and every covenant, agreement, provision and condition of this Lease on the part of Tenant to be observed and performed throughout the Term of this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation of

Landlord or any Person acting through Landlord. Tenant shall have full access to the Premises 24 hours per day, 365 days per year.

## ARTICLE XXV
## OPTIONS TO EXTEND THE LEASE TERM

**Section 25.01 Options to Extend the Lease Term.** As long as Tenant is not in default under this Lease beyond any applicable notice and cure period, Tenant is granted the option to extend the Initial Term of this Lease for the number Option Periods set forth on the Reference Pages (each such option being referred to as an "***Option***") provided Tenant gives written Landlord no less than twelve (12) months prior notice of its desire to exercise an Option ("***Option Notice***").

**Section 25.02 Option Period Rent.** The Annual Base Rent in the first Lease Year of the first Option Period shall be adjusted such that it is equal to Fair Market Rent, as hereinafter defined; provided, however, no less than 95% of the Base Rent during the last year of the Initial Term. Thereafter, during the Option Period and through all further Option Periods, Base Rent shall be subject to a two percent (2%) annual escalator. "**Fair Market Rent**" shall mean the monthly base rent at which tenants, as of the commencement of the first Option Period, will be leasing space comparable in size, location and quality to the Premises for a comparable term, taking into consideration all free rent and other out-of-pocket concessions generally being granted at such time for such comparable space. Fair Market Rent shall be determined in accordance with the following procedure: For a period of ten (10) business days following Landlord's receipt of the Option Notice, Landlord and Tenant shall attempt in good faith to agree upon a single appraiser, and if Landlord and Tenant are so able to agree, the determination by such single appraiser of the Fair Market Rent of the Premises for purposes of calculating the Base Rent for the first year of such Option Period shall be final and binding on the Parties. If Landlord and Tenant are unable to agree upon a single appraiser within the above-stated ten (10) business day period, then the following procedures shall apply:

(i) Within seven (7) days after the conclusion of the ten (10) business day period (the "***Appointment Period***"), each Party shall submit to the other Party its selection for an independent third-party appraiser, which appraiser shall be either (a) a member of the Appraisal Institute or a comparable professional organization, or (b) a licensed and qualified real estate broker, who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of comparable properties in the submarket where the Premises is located, and shall not (x) be a present or former employee or business associate (or a relative of any such employee or business associate) of either Landlord or Tenant, or (y) have any other financial or economic interest in, or relationship with, Landlord or Tenant (the "***Appraiser Requirements***").

(ii) The two appraisers so selected shall promptly proceed to determine the Fair Market Rent of the Premises. If the two appraisers agree on such Fair Market Rent, their determination shall be final and binding on all Parties. If either Landlord or Tenant fails to appoint an appraiser within such seven (7) day period, the appraiser appointed by one of them shall reach a decision, notify Landlord and

Tenant thereof, and such appraiser's decision shall be binding upon Landlord and Tenant.

(iii) If the two appraisers so selected are unable to agree on the Fair Market Rent within fifteen (15) days following the end of Appointment Period, such two appraisers shall select a third appraiser (who must satisfy the Appraiser Requirements). The third appraiser shall, within fifteen (15) days after having been selected, render his or her opinion of which of the amounts proposed by the original two appraisers most closely represents the actual Fair Market Rent of the Premises for such Option Period, and the amount so selected by the third appraiser shall be the Fair Market Rent of the Premises for such Option Period.

(iv) If the two appraisers are unable to agree upon a third appraiser within fifteen (15) days, or both parties fail to appoint an appraiser within such fifteen (15) day period, then Fair Market Rent determination shall be submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instruction set forth in this Section 25.02

(v) Each Party shall pay the fees of the appraiser selected by such party. The fees of the third appraiser or the cost of the arbitration, as applicable, shall be paid fifty percent (50%) by Tenant and fifty percent (50%) by Landlord.

If for any reason the determination of Fair Market Rent has not been completed prior to the commencement of the first Option Period, Tenant shall pay as monthly rent the Base Rent in effect as of the last day of the initial Term, and if such Fair Market Rent is thereafter fixed or readjusted in a different amount by the arbitrators or agreement of the parties as provided above, such new Fair Market Rent shall take effect retroactively back to the commencement of the first Option Period. In the event the Fair Market Rent is determined to be higher than the Base Rent in effect as of the last day of the initial Term, Tenant shall pay to Landlord that sum which is accrued and underpaid as a result of such retroactive application within thirty (30) days of the date the Fair Market Rent is determined. In the event the Fair Market Rent is determined to be lower than the Base Rent in effect as of the last day of the initial Term, Landlord shall apply the sum which has accrued and been overpaid as a result of such retroactive application to the next installment of Base Rent due under this Lease.

## ARTICLE XXVI
## RIGHT OF FIRST REFUSAL

**Section 26.01 Right of First Refusal**. Should Landlord receive any offer (binding, non-binding, executed or not executed) to purchase the Property, which offer Landlord desires to accept in its sole discretion, Landlord shall give written notice to the Tenant (the "***Offer Notice***") which notice shall set forth (the "***Offered Interest***"), the name and address of the prospective purchaser, the selling price and terms of payment for the Property, a copy of the proposed term sheet, letter intent, sales contract and any other terms and conditions comprising such offer and the right of first refusal as hereafter provided. Tenant shall have the right to assign the right to purchase the Property to an Affiliate of Tenant or Guarantor on or before the closing for the sale of the Property.

(a) For a period of fifteen (15) days after the delivery of the Offer Notice, the Tenant shall have the right, option and privilege (but not the duty) to elect to purchase the Offered Interest on the same terms and conditions set forth in the Offer Notice. If the Tenant elects to exercise its option on or before the expiration of the fifteen (15) day period, the Tenant shall timely notify the Landlord in writing within such time period.

(b) If the Tenant fails or elects not to exercise its option to purchase the Offered Interest within the fifteen (15) day period, then the Offered Interest may be sold by Landlord on the same terms and conditions set forth in the Offer Notice.

(c) The sale of the Offered Interest shall be completed when Landlord and prospective purchaser have executed, acknowledged and delivered such instruments as the Landlord shall reasonably require to effectuate the same including, without limitation, delivery a special warranty deed, lease assignment, and any other customary documents that are delivered upon the closing of a real estate sale where the Property is located.

(d) If said sale was not made to such prospective purchaser within one hundred eighty (180) days' after the Offer Notice date, this Section shall be reinstated and the right of the Landlord to sell the Property to a prospective purchaser shall again be subject to the right of first refusal provided herein.

## ARTICLE XXVII
## MISCELLANEOUS

**Section 27.01 Landlord and Tenant Representations and Warranties.** Landlord and Tenant each represent and warrant that:

(a) This Lease has been duly authorized, executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party.

(b) There are no actions, suits or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any Governmental Authority which would impair such Party's ability to perform its obligations under this lease.

(c) The consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under, any lease or financing agreement.

Tenant agrees that it shall provide to Landlord, upon Landlord's request, evidence that the execution and delivery of this Lease have been duly authorized by Tenant, along with a certified copy of Tenant's articles of incorporation, partnership agreement or operating agreement, as applicable, and all amendments thereto.

**Section 27.02 No Waiver; Cumulative Rights.**

(a) No failure of a Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its undertakings, duties and obligations hereunder, and no custom or practice of the Parties at variance with the provisions hereof shall constitute a waiver of such Party's right to demand exact compliance with the provisions contained in this Lease.

(b) All rights, powers and privileges conferred herein upon the Parties are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**Section 27.03 Attorney's Fees.** If any action is brought by either Party against the other in connection with or arising out of this Lease, the prevailing party shall be entitled to recover from the other Party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

**Section 27.04 Provisions Are Binding Upon Successors and Assigns.** It is mutually covenanted, understood and agreed by and between the Parties, that each of the provisions of this Lease shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto, but also the legal representatives, successors and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Lease. Whenever a reference to the Parties hereto is made, such reference shall be deemed to include the legal representatives, successors and assigns of said party, the same as if in each case expressed.

**Section 27.05 Applicable Law.** This Lease shall be governed, construed, performed and enforced in accordance with the Laws of the State of Maryland. In the event a lawsuit is filed to enforce or interpret this Lease, the exclusive venue for such lawsuit shall be in the state or federal court in the county and state in which the Premises is located.

**Section 27.06 Waiver of Jury Trial. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.**

**Section 27.07 Interpretation and Construction.**

(a) The Parties acknowledge that, in connection with negotiating and executing this Lease, each had its own counsel and advisors and that each has reviewed and participated in the drafting of this Lease. Any uncertainty or ambiguity in this Lease shall not be construed against the drafting Party. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Lease; (ii) any exhibits to this Lease; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Lease.

(b) Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular.

(d) Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

**Section 27.08 Severability.** In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

**Section 27.09 Time Is of the Essence.** All time limits stated in this Lease are of the essence of this Lease.

**Section 27.10 No Agency.** Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the Parties. The Parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either Party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

**Section 27.11 Entire Agreement Contained Herein.** The making, execution and delivery of this Lease by Tenant has not been induced by any representations, statements, covenants or warranties by Landlord except for those contained in this Lease. This Lease constitutes the full, complete and entire agreement between and among the Parties; no agent, employee, officer, representative or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the provisions of this Lease. No amendment of this Lease shall be binding unless such amendment shall be in writing, signed by both Parties and attached to, incorporated in and by reference made a part of this Lease. Notwithstanding the foregoing, if there is a dispute between Landlord and Tenant regarding reimbursement of any Additional Expenses and/or Landlord Permitted Legal Expenses, such dispute shall be governed by the Cost Sharing Agreement.

**Section 27.12 Counterparts.** This Lease may be executed in counterparts and/or by facsimile, PDF, or electronic signature. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**Section 27.13 Additional Terms and Conditions.** The parties agree as follows:

(a) At the expiration or earlier termination of the tenancy hereby created, Tenant shall surrender the Premises in good condition, broom clean, reasonable wear and tear excepted, and damage by fully insured casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations of locks, safes and vaults, if any, in the Premises. Tenant shall repair any damage caused by the removal of trade fixtures or other property before surrendering the Premises. Tenant's obligation to observe or perform this

covenant shall survive the expiration or other termination of this Lease and Tenant's surrender of the Premises. In the event Tenant leaves any property in the Premises after termination of this Lease, all such property shall be deemed abandoned to Landlord, at Tenant's cost. Landlord may, without liability for loss or damage, after written notice to Tenant, store or dispose such property at Tenant's cost or sell the property in any manner and retain all profits from such sale.

(b) Landlord shall have the right, if it so elects, to enter upon the Premises at reasonable hours outside of school operating hours, and upon at least forty-eight (48) hours advance notice to Tenant (except in emergencies in which case no advance notice is required), for the purpose of inspecting the same, determining Tenant's compliance with the Lease, repairing or maintaining the Premises, in connection with construction work or any other improvements, repairs or alterations in and about the Premises. Landlord shall use reasonable efforts to minimize disruption to Tenant's business in connection with the foregoing activities but shall have no liability for such interruption or for any damage to personal property, inventory, or for injury to persons, arising out of Landlord's entry and work. In connection with any entry by Landlord, Landlord will comply with Tenant's reasonable safety and security requirements and restrictions, which are for the protection of children in Tenant's care, and will be accompanied by an employee of Tenant at all times while inside the Premises.

(c) Tenant shall, prior to the Effective Date and from time to time thereafter upon the written request of Landlord, but no more than once each calendar year, provide Landlord with current income statements and balance sheets which accurately reflect the financial condition of Tenant and any Guarantor of this Lease.

(d) Notwithstanding anything to the contrary contained in this Lease, it is specifically agreed that neither Landlord, nor Landlord's owners, employees, principals, members, agents, directors, or representatives (collectively "***Landlord Parties***"), shall not be personally liable for any loss, damage, or injury suffered by Tenant or for any judgment entered in favor of Tenant or its principals, shareholder, directors, or employees (collectively "***Tenant Parties***"), and no execution, levy, attachment, garnishment, or enforcement may be had against the assets of any Landlord Parties to satisfy any such claim or judgment. Provided, however, the Tenant Parties shall look solely to the Landlord's interest in the Premises to satisfy such claim or judgment by pursuing Landlord's equity, insurance proceeds and condemnation proceeds.

(e) If Landlord sells or transfers its interest in the Premises (other than a transfer for security purposes) Landlord shall be released from all obligations and liabilities accruing thereafter under this Lease, provided that Landlord's successor has assumed in writing all of Landlord's obligations under this Lease which accrue after the date of such assignment. Landlord shall deliver any Security Deposit, prepaid Rent or other funds of Tenant to such successor and Tenant agrees to attorn to the purchaser or assignee, provided all Landlord's obligations hereunder which accrue after the date of such assignment (including, without limitation, responsibility for any Security Deposit, prepaid Rent, or other funds) are assumed in writing by such successor.

(f) As a material inducement to Landlord entering into this Lease, Tenant agrees to deliver to Landlord a Guaranty ("***Guaranty***") signed by Guarantor in the form attached as Exhibit B hereto.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Lease to be duly executed in duplicate counterparts each of which shall be deemed to be an original, as of the Effective Date.

**LANDLORD:**

**ROCKVILLE EDUCATION, LLC, a Delaware limited liability company**

**By: Quattro Development, L.L.C., its Manager**

By: _____

Name: ROBERT WALTERS

Title: MANAGR

**TENANT:**

**GUIDEPOST A LLC, a Delaware limited liability company**

By: _____

Guy Barnett, Vice President

**EFFECTIVE DATE: May 24, 2021**

**EXHIBIT A**
**COMMENCEMENT DATE MEMORANDUM**

THIS COMMENCEMENT DATE MEMORANDUM (this "***Memorandum***"), made as of _____, 20___, by and between **ROCKVILLE EDUCATION, LLC**, a Delaware limited liability company ("***Landlord***"), and **GUIDEPOST A LLC**, a Delaware limited liability company ("***Tenant***").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease, with an Effective Date of_____, 2021, (the "***Lease***") for certain premises (the "***Premises***") located in _____;

WHEREAS, Landlord and Tenant desire to enter into this Memorandum confirming the Lease Commencement Date, Rent Commencement Date, and the Expiration Date *[As applicable:* and the Base Rent.]

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. **The Lease Commencement Date is _____.**
2. **The Rent Commencement Date is _____.**
3. **The Expiration Date is _____.**
4. ***[Include when final:* Base Rent for the Term is set forth in the Rent Table below.**

**RENT TABLE**

***[to be inserted]]***

Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

*Remainder of Page Intentionally Left Blank. Signature Page Follows.*

IN WITNESS WHEREOF, the Parties hereto have caused this Commencement Date Memorandum to be executed as of the date and year first above written.

**LANDLORD:**

**ROCKVILLE EDUCATION, LLC, a Delaware limited liability company**

**By: Quattro Development, L.L.C., its Manager**

By: _____

Name: ROBERT WALTERS

Title: MANAGER

**TENANT:**

**GUIDEPOST A LLC, a Delaware limited liability company**

By: _____

Guy Barnett, Vice President

**EXHIBIT B**

**LEASE GUARANTY**

**TO BE ATTACHED TO AND FORM A PART OF LEASE ("LEASE")**

**DATED MAY 24, 2021, BY AND BETWEEN**

**ROCKVILLE EDUCATION, LLC ("LANDLORD")**

**AND GUIDEPOST A LLC ("TENANT")**

In consideration of the execution of the Lease by Landlord, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned HIGHER GROUND EDUCATION INC. (**"Guarantor"**) agrees as follows:

1. Guarantor, as a primary obligor, absolutely, unconditionally and irrevocably guarantees to Landlord: (i) the full, timely and complete payment when due of all rent, additional rent and other sums due and payable by Tenant to Landlord under the Lease, and all modifications, amendments, renewals, extensions and restatements thereof, (ii) the timely and complete performance of all other obligations, agreements and liabilities of Tenant under the Lease, and all modifications, amendments, renewals, extensions and restatements thereof, and (iii) all costs and expenses, including without limitation reasonable attorneys' fees, court costs and filing fees, incurred by Landlord in enforcing or attempting to enforce the Lease or this Guaranty (**"Enforcement Costs"**, and together with items (i) and (ii) above, the **"Guaranteed Obligations"**). Guarantor agrees that in the event of any default by Tenant in payment or performance of any Guaranteed Obligation, Guarantor shall, on demand and without presentment, protest, notice of protest, notice of nonpayment or of dishonor, default or nonperformance, or any other notice whatsoever, all of which are waived by Guarantor, (a) pay to Landlord and otherwise perform and observe each and every Guaranteed Obligation such that the Guaranteed Obligations are paid and performed in full, and (b) pay to Landlord all damages, and all costs and expenses, that may arise as a result of each such default (including, without limitation, all Enforcement Costs).

2. The obligations of Guarantor under this Guaranty shall be primary. Guarantor acknowledges that it shall receive substantial benefits from the Lease and the lease of the Premises to Tenant. Guarantor has received and reviewed, and approves and acknowledges, the Lease. If more than one party executes this Guaranty, then each such party shall be jointly and severally liable for the obligations of Guarantor under this Guaranty.

3. This Guaranty shall be absolute, continuing and irrevocable, and Landlord shall not be required to take any action or institute any proceeding against Tenant, any other guarantor or any other party, or against any security or collateral, or give any notice to Guarantor, before enforcing performance of this Guaranty by Guarantor upon failure of Tenant to pay and perform the Guaranteed Obligations in accordance with the terms of the Lease.

4. Without notice to or further assent by Guarantor, and without releasing Guarantor from any obligation under this Guaranty, Landlord, in its sole and absolute discretion, may at any time or times it so determines, and upon such terms and conditions as it so determines (a) amend, modify, extend, renew and/or restate the Lease and/or any of the Guaranteed Obligations, including without limitation the time, manner, place or terms of payment or performance of any Guaranteed Obligation, or otherwise waive or change any term or condition of the Lease; (b) release any security or collateral that at any time secures the Lease or any Guaranteed Obligation, with or without obtaining other security or collateral in substitution therefor; and/or (c) settle or compromise any Guaranteed Obligation with Tenant or any other party liable thereon, or release Tenant or any other party liable thereon from liability for any Guaranteed Obligation, whether or not any such party is in bankruptcy. Guarantor shall be and remain liable for the Guaranteed Obligations and the Lease as they may be amended, modified, extended, renewed and/or restated, whether or not Guarantor shall consent to or have knowledge of any such amendment, modification, extension, renewal and/or restatement, Guarantor agreeing that it shall remain bound on this Guaranty notwithstanding any act, omission, forbearance, delay, extension, modification, amendment, renewal, restatement, supplement, change or waiver by Landlord, or with respect to the Lease or Guaranteed Obligations, of any nature whatsoever, whether pursuant to the provisions of this paragraph 4 or otherwise.

5. The validity of this Guaranty and Guarantor's obligations under this Guaranty shall not be impaired, changed, released or limited in any manner whatsoever by reason of (a) the assertion of or failure to assert against Tenant or any other party any of the rights or remedies of Landlord pursuant to the Lease, by law, or in equity; (b) any impairment, change, release or limitation of the Guaranteed Obligations, or any remedy for the enforcement thereof; (c) any assignment by Tenant of its interest under the Lease, or any sublease of the Premises by Tenant (whether or not such assignment or sublease is permitted under the Lease, and whether or not it is approved by Landlord), with or without notice to Landlord or Guarantor; (d) the sale or other transfer by Guarantor of any interest in Tenant, or any other change in the ownership or control of Tenant; (e) any release or discharge of Tenant in any creditors' proceeding, receivership, bankruptcy, insolvency, composition, dissolution, liquidation, reorganization, arrangement or adjustment, or other proceeding, or by operation of any present or future provision of any bankruptcy law or other law for the protection of tenants or debtors; or (f) the rejection or disaffirmance of the Lease or any Guaranteed Obligation in any such proceedings.

6. Until the Lease and all of the Guaranteed Obligations are fully paid, performed and fulfilled, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor under this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or in the future may have against Tenant by reason of any payment or act of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates to the Guaranteed Obligations any and all obligations of Tenant to Guarantor.

7. All reports, statements (financial or otherwise), certificates and other data furnished by or on behalf of Guarantor to Landlord in connection with this Guaranty or the Lease are, to the best of Guarantor's knowledge: (i) true and correct, in all material respects, as of the applicable date or period provided therein; and (ii) fairly represent the financial condition of Guarantor as of the respective date thereof. Guarantor will deliver to Landlord Guarantor's balance sheet and

profit and loss statement as of the end of: (A) the quarter that ended at least thirty (30) days prior to the due date of the requested items, and/or (B) the fiscal year that ended at least ninety (90) days prior to the due date of the requested items, within ten (10) business days following a written notice from Landlord requesting such information, provided, however, if the following items are not yet in final form in the ordinary course of Guarantor's business as of the end of such ten (10) business day period, Guarantor shall provide such information to Landlord as soon as it is reasonably available, with such requests being made no more than four (4) times per year.

8. For the purposes of this Guaranty, the Guaranteed Obligations shall survive the termination of the Lease in accordance with its terms, by operation of law or by reason of any default by Tenant, whether or not the Guaranteed Obligations actually survive such termination, and Guarantor shall remain bound to perform its obligations under this Guaranty notwithstanding such termination.

9. Guarantor shall not set up or claim any defense, counterclaim, setoff or other objection of any kind that Tenant may have to any demand or claim, or to any action or proceeding, at law, in equity or otherwise, made or brought at any time hereunder by Landlord.

10. This Guaranty is not conditioned in any way upon the genuineness, validity, regularity or enforceability of the Lease.

11. This Guaranty shall be governed by and construed pursuant to the laws of the State of California.

12. The provisions of this Guaranty shall inure to the benefit of Landlord, and its successors and assigns, and shall bind Guarantor and its heirs, legal representatives, successors and assigns.

13. If any obligation owing under this Guaranty is collected by or through an attorney-at-law, Guarantor agrees to pay Landlord's reasonable attorney fees and other Enforcement Costs on demand.

14. This Guaranty shall neither be modified nor amended except by a written instrument signed by Guarantor and Landlord.

15. No provision of this Guaranty may be waived except by a written instrument signed by Landlord. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

16. If any paragraph or provision of this Guaranty shall be determined illegal, invalid or unenforceable under present or future laws, then and in that event, the remainder of this Guaranty shall not be affected thereby, and in lieu of each paragraph or provision of this Guaranty which may be determined to be illegal, invalid or unenforceable, there will be added as a part of this Guaranty a clause or provision as similar in terms to such illegal, invalid or unenforceable paragraph or provision as may be possible, that is legal, valid and enforceable.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Guarantor has executed this Guaranty as of the date first written above.

The address and federal tax identification number of Guarantor are:

**GUARANTOR:**

Higher Ground Education Inc.,
a Delaware corporation

By:_____
Guy Barnett, Vice President

10 Orchard, Suite 200
Lake Forest, California 92630

SSN/EIN: 81-1437265

**COMMENCEMENT DATE MEMORANDUM AND FIRST AMENDMENT TO LEASE**

THIS COMMENCEMENT DATE MEMORANDUM AND FIRST AMENDMENT TO LEASE (this "***Amendment***") is made as of November 15, 2021, by and between **ROCKVILLE EDUCATION, LLC**, a Delaware limited liability company ("***Landlord***"), and **GUIDEPOST A LLC**, a Delaware limited liability company ("***Tenant***"). Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease, with an Effective Date of May 24, 2021(the "***Lease***") for certain premises located at 10107 Darnestown Rd, Rockville, MD 20850;

WHEREAS, Landlord and Tenant desire to amend the Lease as more particularly set forth herein; and

WHEREAS, pursuant to Section 2.03 of the Lease, Landlord and Tenant desire to confirm certain key information by execution of a Commencement Date Memorandum.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The paragraph entitled "**Lease Commencement Date**" in the Reference Pages of the Lease is hereby deleted in its entirety and replaced with the following:

   **"The Lease Commencement Date is July 27, 2021."**

2. The paragraph entitled "**Rent Commencement Date**" in the Reference Pages of the Lease is hereby deleted in its entirety and replaced with the following:

   **"The Rent Commencement Date is December 1, 2021."**

3. The paragraph entitled "**Expiration Date**" in the Reference Pages of the Lease is hereby deleted in its entirety and replaced with the following:

   **"The Expiration Date is August 31, 2042."**

4. The paragraphs entitled "**Pre-Lease Period**", "**Carry Costs**", "**Additional Expenses**", "**Landlord Permitted Legal Expenses**", and "**Cost Basis**" in the Reference Pages of the Lease are hereby deleted in their entirety.

5. All references in the Lease to the Cost Sharing Agreement and the last sentence of Section 27.13 of the Lease are hereby deleted in their entirety.

6. The Rent Table contained in the Reference Pages of the Lease is hereby deleted in its entirety and replaced with the Rent Table set forth in Exhibit A attached hereto.

7. Landlord and Tenant hereby acknowledge and agree that the Contingency Period (as defined in the Lease) has since expired. As such, the parties hereby agree that Sections 2.05 and 2.06 of the Lease are hereby deleted in their entirety.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date and year first above written.

**LANDLORD:**

**ROCKVILLE EDUCATION, LLC, A Delaware limited liability company**

**By: Quattro Development, L.L.C., its Manager**

By: Robert Walters
Name: Rob Walters
Title: Manager

**TENANT:**

**GUIDEPOST A LLC, a Delaware limited liability company**

By: GBarnett
Guy Barnett, Vice President

# EXHIBIT A

## Rent Table

| | | |
|---|---|---|
| 12/1/2021 through end of Year 1 | N/A | $45,104.06 |
| Year 2 | $552,073.66 | $46,006.14 |
| Year 3 | $563,115.14 | $46,926.26 |
| Year 4 | $574,377.44 | $47,864.79 |
| Year 5 | $585,864.99 | $48,822.08 |
| Year 6 | $597,582.29 | $49,798.52 |
| Year 7 | $609,533.93 | $50,794.49 |
| Year 8 | $621,724.61 | $51,810.38 |
| Year 9 | $634,159.11 | $52,846.59 |
| Year 10 | $646,842.29 | $53,903.52 |
| Year 11 | $659,779.13 | $54,981.59 |
| Year 12 | $672,974.72 | $56,081.23 |
| Year 13 | $686,434.21 | $57,202.85 |
| Year 14 | $700,162.89 | $58,346.91 |
| Year 15 | $714,166.15 | $59,513.85 |
| Year 16 | $728,449.48 | $60,704.12 |
| Year 17 | $743,018.46 | $61,918.21 |
| Year 18 | $757,878.83 | $63,156.57 |
| Year 19 | $773,036.41 | $64,419.70 |
| Year 20 | $788,497.14 | $65,708.09 |

# SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") dated as of November 4, 2024 ("Effective Date") is between ARK DARNESTOWN PROPERTIES LLC successor-in-interest to Rockville Education, LLC ("Landlord"), GUIDEPOST A LLC ("Tenant") and Higher Ground Education Inc. ("Guarantor").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant are parties to that certain a Lease Agreement dated May 24, 2021 for the premises located at 10107 Darnestown Rd, Rockville, Maryland ("Premises"), as amended by that certain Commencement Date Memorandum and First Amendment to Lease dated November 15, 2021(collectively, the "Lease") and Guarantor guaranteed the Lease pursuant to that certain Lease Guaranty dated May 24, 2021 (the "Guaranty"); and

WHEREAS, the parties desire to modify the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All terms used herein not otherwise defined shall have the meanings ascribed to them in the Lease.

2. **Continuing Obligations Under Lease.** All obligations of Tenant under the Lease and Guarantor under the Guaranty existing prior to the date of this Amendment, including without limitation the obligation to make timely payments of all installments of Rent as and when they are due (subject to the provisions of this Amendment), are and shall continue to be in full force and effect

3. **Base Rent Adjustments**. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant hereby agree that:

    a. Tenant's obligation to pay Base Rent under the Lease for the months of August 2024 through and including and November 2024 (the "Initial Deferment Period") in an aggregate amount equal to $187,705.04 shall be deferred in its entirety (the "Initial Deferred Rent"), subject to the provisions of this Section 2;

    b. fifty percent (50%) of the Base Rent due and owing between December 2024 and March 31, 2025 (the "Partial Deferment Period") shall be due and payable by Tenant when required under the Lease;

c. the other fifty percent (50%) of the Base Rent due and owing during the Partial Deferment Period in an aggregate amount equal to $95,729.60 (the "Partial Deferred Rent"), together with the Initial Deferred Rent and additional consideration in an amount equal to $93,852.52 for a total of $377,287.16 shall be payable to Landlord in twenty-four (24) equal monthly installments equal to $15,720.30 each (the "Monthly Repayment Amount"), commencing on September 1, 2025, subject to the provisions of this Section 2;

d. For the avoidance of doubt, the Monthly Repayment Amount will begin being paid on September 1, 2025, together with the Rent due on September 1, 2025, and on each month thereafter through and including August 1, 2027;

e. During the Initial Deferment Period, the Partial Deferment Period and at all times thereafter, Tenant shall continue to be responsible for the timely payment and performance of all of its other monetary and non-monetary obligations under the Lease;

f. The Term of the Lease shall be extended for two (2) years through August 31, 2044; and

g. The Rent Schedule in the Lease is hereby deleted in its entirety and replaced with the Rent Schedule set forth on Exhibit A attached hereto to reflect the agreements of Landlord and Tenant in this Section 2. In the event of any conflict between the Rent Schedule set forth on Exhibit A and the terms of this Section 2, Exhibit A shall prevail.

4. **Notices**. Notwithstanding anything to the contrary contained in the Lease all notices to be sent to the Tenant and Guarantor shall be sent to the following address:

1321 Upland Drive, PMB 20442,
Houston, Texas 77043
Attn: General Counsel
With a simultaneously copy sent by email to: legalnotices@tohigherground.com

5. **Default**. Simultaneous with the execution of this Amendment, Tenant has executed a Consent Order for Possession and for Issuance of a Writ (the "Consent Order") in the form attached hereto as Exhibit B. In addition to all rights and remedies under the Lease and at law, if Tenant or Guarantor, at any time, commit any new default under this Amendment, the Lease (as amended hereby) or the Guaranty which continues beyond the applicable notice and cure period or in the event Tenant or Guarantor files bankruptcy or any bankruptcy court or other court of competent jurisdiction requires that all or any part of the Rent paid by Tenant be returned or disgorged by Landlord or if Tenant fails to vacate on or before the Termination Date set forth in any Recapture Notice, then, in addition to any other rights and remedies of Landlord under the Lease (as amended hereby) or otherwise under applicable law, and not in limitation thereof, Landlord shall thereafter have the right to recover any and all amounts that would have been recoverable by Landlord had this Amendment not been executed, including without limitation all Rent, the

Initial Deferred Rent, the Partial Deferred Rent and all other costs and expenses accruing under the Lease (under the terms and conditions thereof existing prior to the date of this Amendment) or under applicable law and Landlord, its successors and assigns, shall have the absolute and irrevocable right to: (a) file a Failure to Pay Rent Landlord's Complaint for Repossession of Rented Property in the District Court for Montgomery County, Maryland (the "Court") seeking possession of the Premises; and (b) file the Consent Order at the initial return date in any action or at any time. The fact that Landlord shall have the right to file the Consent Order shall not preclude Landlord from exercising other remedies. Tenant and Guarantor hereby consent to jurisdiction in the Court for purposes of Landlord's obtaining possession and/or repossessing the Premises from Tenant and obtaining any money judgment against Tenant or Guarantor in connection with any suit as described herein. All rights and remedies of the Landlord hereunder shall be deemed to be cumulative and not in lieu of any one or more rights or remedies described in this Amendment, the Lease, the Guaranty or otherwise available to Landlord pursuant to law and/or in equity.

6. **Estoppel Certification.** Tenant and Guarantor hereby acknowledge that no recoupment, offset, claim or counter-claim exists against Landlord, its agents, servants or representatives, and that there are no defaults by Landlord under the Lease and/or this Amendment, and no acts or occurrences which, with the passage of time or the giving of notice, would constitute a default by Landlord under the Lease and/or this Amendment.

7. **Jury Waiver.** All parties agree that, in any action or proceeding arising under this Amendment and/or the Lease, or in any manner relating to the Premises (or the use and occupancy thereof), THEY EACH HEREBY WAIVE TRIAL BY JURY.

8. **Advice of Counsel.** All parties acknowledge that in all matters respecting this Amendment, they have been represented by legal counsel, or have had the opportunity to be represented by legal counsel of their choice.

9. **Miscellaneous.** Landlord and Tenant hereby also agree as follows:

   a. Except as expressly modified hereby, all of the terms, covenants, conditions and provisions of the Lease are hereby ratified and confirmed and Landlord has obtained all necessary third party consents that may be required for it to enter into this Amendment, including, without limitation, any consent or approval of any lender having an interest in the Premises. Upon full execution and delivery of this Amendment by Landlord and Tenant, Tenant shall be deemed to have cured any monetary defaults existing prior to the date hereof.
   b. This Amendment sets forth the entire agreement between the parties regarding the subject matter hereof, superseding all prior agreements and understandings, written and oral, and may not be altered or modified except by a writing signed by both parties.
   c. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective legal representatives, and permitted successors or assigns.

d. This Amendment may be executed simultaneously in counterparts, each of which shall be deemed to be an original. Electronic signatures on this Amendment shall be binding and effective as if signed in the original in ink.

e. No broker, agent or finder negotiated or was instrumental in negotiating or consummating this Amendment and each party shall defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any person or entity who claims or alleges that they were retained or engaged by the indemnifying party or at the request of such party in connection with this Amendment.

f. The contents of this Amendment and the negotiations leading up to this Amendment, including all electronic mail exchanged between the parties and/or their representatives, are confidential information and neither party shall disclose such confidential information to any person or entity other than such party's financial and legal consultants with a need to know such information.

[signatures on next page]

**IN WITNESS WHEREOF,** the parties have executed this Amendment as of the date hereinabove set forth.

**LANDLORD:**

**ARK DARNESTOWN PROPERTIES LLC**

By: _____
Name: AMINVR KHAN
Title: CO/PRESIDENT

**TENANT:**

**GUIDEPOST A LLC**

By: _____
Guy Barnett, Vice President

**GUARANTOR:**

**HIGHER GROUND EDUCATION INC.**

By: _____
Guy Barnett, Vice President

# EXHIBIT A

Rent Table

| From | To | Monthly Rent |
|---|---|---|
| 8/1/2024 | 8/31/2024 | $0.00 |
| 9/1/2024 | 9/30/2024 | $0.00 |
| 10/1/2024 | 10/31/2024 | $0.00 |
| 11/1/2024 | 11/30/2024 | $0.00 |
| 12/1/2024 | 12/31/2024 | $23,932.39 |
| 1/1/2025 | 1/31/2025 | $23,932.39 |
| 2/1/2025 | 2/28/2025 | $23,932.39 |
| 3/1/2025 | 3/31/2025 | $23,932.39 |
| 4/1/2025 | 4/30/2025 | $47,864.79 |
| 5/1/2025 | 5/31/2025 | $47,864.79 |
| 6/1/2025 | 6/30/2025 | $47,864.79 |
| 7/1/2025 | 7/31/2025 | $47,864.79 |
| 8/1/2025 | 8/31/2025 | $47,864.79 |
| 9/1/2025 | 9/30/2025 | $63,585.09 |
| 10/1/2025 | 10/31/2025 | $63,585.09 |
| 11/1/2025 | 11/30/2025 | $63,585.09 |
| 12/1/2025 | 12/31/2025 | $64,542.38 |
| 1/1/2026 | 1/31/2026 | $64,542.38 |
| 2/1/2026 | 2/28/2026 | $64,542.38 |
| 3/1/2026 | 3/31/2026 | $64,542.38 |
| 4/1/2026 | 4/30/2026 | $64,542.38 |
| 5/1/2026 | 5/31/2026 | $64,542.38 |
| 6/1/2026 | 6/30/2026 | $64,542.38 |
| 7/1/2026 | 7/31/2026 | $64,542.38 |
| 8/1/2026 | 8/31/2026 | $64,542.38 |
| 9/1/2026 | 9/30/2026 | $64,542.38 |
| 10/1/2026 | 10/31/2026 | $64,542.38 |
| 11/1/2026 | 11/30/2026 | $64,542.38 |
| 12/1/2026 | 12/31/2026 | $65,518.82 |
| 1/1/2027 | 1/31/2027 | $65,518.82 |
| 2/1/2027 | 2/28/2027 | $65,518.82 |
| 3/1/2027 | 3/31/2027 | $65,518.82 |
| 4/1/2027 | 4/30/2027 | $65,518.82 |
| 5/1/2027 | 5/31/2027 | $65,518.82 |
| 6/1/2027 | 6/30/2027 | $65,518.82 |
| 7/1/2027 | 7/31/2027 | $65,518.82 |
| 8/1/2027 | 8/31/2027 | $65,518.82 |
| 9/1/2027 | 9/30/2027 | $49,798.52 |
| 10/1/2027 | 10/31/2027 | $49,798.52 |
| 11/1/2027 | 11/30/2027 | $49,798.52 |

| From | To | Monthly Rent |
|---|---|---|
| 12/1/2027 | 11/30/2028 | $50,794.49 |
| 12/1/2028 | 11/30/2029 | $51,810.38 |
| 12/1/2029 | 11/30/2030 | $52,846.59 |
| 12/1/2030 | 11/30/2031 | $53,903.52 |
| 12/1/2031 | 11/30/2032 | $54,981.59 |
| 12/1/2032 | 11/30/2033 | $56,081.23 |
| 12/1/2033 | 11/30/2034 | $57,202.85 |
| 12/1/2034 | 11/30/2035 | $58,346.91 |
| 12/1/2035 | 11/30/2036 | $59,513.85 |
| 12/1/2036 | 11/30/2037 | $60,704.12 |
| 12/1/2037 | 11/30/2038 | $61,918.21 |
| 12/1/2038 | 11/30/2039 | $63,156.57 |
| 12/1/2039 | 11/30/2040 | $64,419.70 |
| 12/1/2040 | 11/30/2041 | $65,708.09 |
| 12/1/2041 | 11/30/2042 | $67,022.25 |
| 12/1/2042 | 8/31/2044 | $68,362.70 |

**UNITED STATES BANKRUPTCY COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**(Dallas Division)**

| | | |
|---|---|---|
| **In re Higher Ground Education, Inc.,** | : | **Case No. 25-80121 (MVL)** |
| | : | **(Chapter 11)** |
| **Reorganized Debtor,** | : | |

**OPPOSITION OF ARK DARNESTOWN, LLC TO LIQUIDATING TRUSTEE'S FIRST OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (DUPLICATE AND AMENDED CLAIMS (DE 931)**

# EXHIBIT 2 GUARANTY

**LEASE GUARANTY**

**TO BE ATTACHED TO AND FORM A PART OF LEASE ("LEASE")**

**DATED MAY 24, 2021, BY AND BETWEEN**

**ROCKVILLE EDUCATION, LLC ("LANDLORD")**

**AND GUIDEPOST A LLC ("TENANT")**

In consideration of the execution of the Lease by Landlord, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned HIGHER GROUND EDUCATION INC. (**"Guarantor"**) agrees as follows:

1. Guarantor, as a primary obligor, absolutely, unconditionally and irrevocably guarantees to Landlord: (i) the full, timely and complete payment when due of all rent, additional rent and other sums due and payable by Tenant to Landlord under the Lease, and all modifications, amendments, renewals, extensions and restatements thereof, (ii) the timely and complete performance of all other obligations, agreements and liabilities of Tenant under the Lease, and all modifications, amendments, renewals, extensions and restatements thereof, and (iii) all costs and expenses, including without limitation reasonable attorneys' fees, court costs and filing fees, incurred by Landlord in enforcing or attempting to enforce the Lease or this Guaranty ("**Enforcement Costs**", and together with items (i) and (ii) above, the "**Guaranteed Obligations**"). Guarantor agrees that in the event of any default by Tenant in payment or performance of any Guaranteed Obligation, Guarantor shall, on demand and without presentment, protest, notice of protest, notice of nonpayment or of dishonor, default or nonperformance, or any other notice whatsoever, all of which are waived by Guarantor, (a) pay to Landlord and otherwise perform and observe each and every Guaranteed Obligation such that the Guaranteed Obligations are paid and performed in full, and (b) pay to Landlord all damages, and all costs and expenses, that may arise as a result of each such default (including, without limitation, all Enforcement Costs).

2. The obligations of Guarantor under this Guaranty shall be primary. Guarantor acknowledges that it shall receive substantial benefits from the Lease and the lease of the Premises to Tenant. Guarantor has received and reviewed, and approves and acknowledges, the Lease. If more than one party executes this Guaranty, then each such party shall be jointly and severally liable for the obligations of Guarantor under this Guaranty.

3. This Guaranty shall be absolute, continuing and irrevocable, and Landlord shall not be required to take any action or institute any proceeding against Tenant, any other guarantor or any other party, or against any security or collateral, or give any notice to Guarantor, before enforcing performance of this Guaranty by Guarantor upon failure of Tenant to pay and perform the Guaranteed Obligations in accordance with the terms of the Lease.

4. Without notice to or further assent by Guarantor, and without releasing Guarantor from any obligation under this Guaranty, Landlord, in its sole and absolute discretion, may at any time or times it so determines, and upon such terms and conditions as it so determines (a) amend,

modify, extend, renew and/or restate the Lease and/or any of the Guaranteed Obligations, including without limitation the time, manner, place or terms of payment or performance of any Guaranteed Obligation, or otherwise waive or change any term or condition of the Lease; (b) release any security or collateral that at any time secures the Lease or any Guaranteed Obligation, with or without obtaining other security or collateral in substitution therefor; and/or (c) settle or compromise any Guaranteed Obligation with Tenant or any other party liable thereon, or release Tenant or any other party liable thereon from liability for any Guaranteed Obligation, whether or not any such party is in bankruptcy. Guarantor shall be and remain liable for the Guaranteed Obligations and the Lease as they may be amended, modified, extended, renewed and/or restated, whether or not Guarantor shall consent to or have knowledge of any such amendment, modification, extension, renewal and/or restatement, Guarantor agreeing that it shall remain bound on this Guaranty notwithstanding any act, omission, forbearance, delay, extension, modification, amendment, renewal, restatement, supplement, change or waiver by Landlord, or with respect to the Lease or Guaranteed Obligations, of any nature whatsoever, whether pursuant to the provisions of this paragraph 4 or otherwise.

5. The validity of this Guaranty and Guarantor's obligations under this Guaranty shall not be impaired, changed, released or limited in any manner whatsoever by reason of (a) the assertion of or failure to assert against Tenant or any other party any of the rights or remedies of Landlord pursuant to the Lease, by law, or in equity; (b) any impairment, change, release or limitation of the Guaranteed Obligations, or any remedy for the enforcement thereof; (c) any assignment by Tenant of its interest under the Lease, or any sublease of the Premises by Tenant (whether or not such assignment or sublease is permitted under the Lease, and whether or not it is approved by Landlord), with or without notice to Landlord or Guarantor; (d) the sale or other transfer by Guarantor of any interest in Tenant, or any other change in the ownership or control of Tenant; (e) any release or discharge of Tenant in any creditors' proceeding, receivership, bankruptcy, insolvency, composition, dissolution, liquidation, reorganization, arrangement or adjustment, or other proceeding, or by operation of any present or future provision of any bankruptcy law or other law for the protection of tenants or debtors; or (f) the rejection or disaffirmance of the Lease or any Guaranteed Obligation in any such proceedings.

6. Until the Lease and all of the Guaranteed Obligations are fully paid, performed and fulfilled, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor under this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or in the future may have against Tenant by reason of any payment or act of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates to the Guaranteed Obligations any and all obligations of Tenant to Guarantor.

7. All reports, statements (financial or otherwise), certificates and other data furnished by or on behalf of Guarantor to Landlord in connection with this Guaranty or the Lease are, to the best of Guarantor's knowledge: (i) true and correct, in all material respects, as of the applicable date or period provided therein; and (ii) fairly represent the financial condition of Guarantor as of the respective date thereof. Guarantor will deliver to Landlord Guarantor's balance sheet and profit and loss statement as of the end of: (A) the quarter that ended at least thirty (30) days prior to the due date of the requested items, and/or (B) the fiscal year that ended at least ninety (90) days prior to the due date of the requested items, within ten (10) business days following a written notice

from Landlord requesting such information, provided, however, if the following items are not yet in final form in the ordinary course of Guarantor's business as of the end of such ten (10) business day period, Guarantor shall provide such information to Landlord as soon as it is reasonably available, with such requests being made no more than four (4) times per year.

8. For the purposes of this Guaranty, the Guaranteed Obligations shall survive the termination of the Lease in accordance with its terms, by operation of law or by reason of any default by Tenant, whether or not the Guaranteed Obligations actually survive such termination, and Guarantor shall remain bound to perform its obligations under this Guaranty notwithstanding such termination.

9. Guarantor shall not set up or claim any defense, counterclaim, setoff or other objection of any kind that Tenant may have to any demand or claim, or to any action or proceeding, at law, in equity or otherwise, made or brought at any time hereunder by Landlord.

10. This Guaranty is not conditioned in any way upon the genuineness, validity, regularity or enforceability of the Lease.

11. This Guaranty shall be governed by and construed pursuant to the laws of the State of California.

12. The provisions of this Guaranty shall inure to the benefit of Landlord, and its successors and assigns, and shall bind Guarantor and its heirs, legal representatives, successors and assigns.

13. If any obligation owing under this Guaranty is collected by or through an attorney-at-law, Guarantor agrees to pay Landlord's reasonable attorney fees and other Enforcement Costs on demand.

14. This Guaranty shall neither be modified nor amended except by a written instrument signed by Guarantor and Landlord.

15. No provision of this Guaranty may be waived except by a written instrument signed by Landlord. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

16. If any paragraph or provision of this Guaranty shall be determined illegal, invalid or unenforceable under present or future laws, then and in that event, the remainder of this Guaranty shall not be affected thereby, and in lieu of each paragraph or provision of this Guaranty which may be determined to be illegal, invalid or unenforceable, there will be added as a part of this Guaranty a clause or provision as similar in terms to such illegal, invalid or unenforceable paragraph or provision as may be possible, that is legal, valid and enforceable.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Guarantor has executed this Guaranty as of the date first written above.

The address and federal tax identification number of Guarantor are:

**GUARANTOR:**

Higher Ground Education Inc.,
a Delaware corporation

By:_____
Guy Barnett, Vice President

10 Orchard, Suite 200
Lake Forest, California 92630

SSN/EIN: 81-1437265

**UNITED STATES BANKRUPTCY COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**(Dallas Division)**

| | | |
|---|---|---|
| **In re Higher Ground Education, Inc.,** | : | **Case No. 25-80121 (MVL)** |
| | : | **(Chapter 11)** |
| **Reorganized Debtor,** | : | |

**OPPOSITION OF ARK DARNESTOWN, LLC TO LIQUIDATING TRUSTEE'S FIRST OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (DUPLICATE AND AMENDED CLAIMS (DE 931)**

# EXHIBIT 3 CLAIM 206

**Fill in this information to identify the case:**

Debtor Guidepost A LLC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number 25-80122

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Ark Darnestown Properties, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 2405071700 | Contact phone |
| Contact email snichols@offitkurman.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



25801222507240000000000001

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 601389.95 . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Rent due under commercial lease

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 601389.95

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____





12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/24/2025
MM / DD / YYYY

/s/Stephen Nichols
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Stephen Nichols
First name Middle name Last name

Title: Attorney for Ark Darnestown LLC

Company: Offit Kurman PA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____





25801222507240000000000001

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1431 | International (310) 751-2632

**Debtor:**
25-80122 - Guidepost A LLC
**District:**
Northern District of Texas, Dallas Division

**Creditor:**
Ark Darnestown Properties, LLC
Bryn H. Sherman, Esq.
Offit Kurman, PA
7501 Wisconsin Avenue, Suite 1000W
Attn: Bryn H. Sherman
Bethesda, MD, 20814
United States
**Phone:**
2405071700
**Phone 2:**
**Fax:**
2405071735
**Email:**
snichols@offitkurman.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
Rent due under commercial lease

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
601389.95

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
Yes, 601389.95
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Stephen Nichols on 24-Jul-2025 7:09:08 a.m. Pacific Time
**Title:**
Attorney for Ark Darnestown LLC
**Company:**
Offit Kurman PA

**UNITED STATES BANKRUPTCY COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**(Dallas Division)**

| | | |
|---|---|---|
| **In re Higher Ground Education, Inc.,** | : | **Case No. 25-80121 (MVL)** |
| | : | **(Chapter 11)** |
| **Reorganized Debtor,** | : | |

**OPPOSITION OF ARK DARNESTOWN, LLC TO LIQUIDATING TRUSTEE'S FIRST OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (DUPLICATE AND AMENDED CLAIMS (DE 931)**

# EXHIBIT 4 CLAIM 146

**Fill in this information to identify the case:**

Debtor Higher Ground Education Inc.

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number 25-80121

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Ark Darnestown Properties, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 2405071700 | Contact phone |
| Contact email snichols@offitkurman.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



25801212507310000000000001

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 601398.95 . **Does this amount include interest or other charges?**
   - ☐ No
   - ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Guaranty of commercial lease

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 601398.95

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



25801212507310000000000001

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/31/2025
MM / DD / YYYY

*/s//s/ Stephen Nichols*
Signature

**Print the name of the person who is completing and signing this claim:**

Name /s/ Stephen Nichols
First name Middle name Last name

Title Attorney for Ark Darnestown LLC

Company Offit Kurman PA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



25801212507310000000000001

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1431 | International (310) 751-2632

**Debtor:**
25-80121 - Higher Ground Education Inc.
**District:**
Northern District of Texas, Dallas Division

**Creditor:**
Ark Darnestown Properties, LLC
Bryn H. Sherman, Esq.
Offit Kurman, PA
7501 Wisconsin Avenue, Suite 1000W
Attn: Bryn H. Sherman
Bethesda, MD, 20814
United States
**Phone:**
2405071700
**Phone 2:**
**Fax:**
2405071735
**Email:**
snichols@offitkurman.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
Guaranty of commercial lease

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
601398.95

**Includes Interest or Charges:**
Yes

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
Yes, 601398.95
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
/s/ Stephen Nichols on 31-Jul-2025 6:36:24 a.m. Pacific Time
**Title:**
Attorney for Ark Darnestown LLC
**Company:**
Offit Kurman PA

**UNITED STATES BANKRUPTCY COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**(Dallas Division)**

| | | |
|---|---|---|
| **In re Higher Ground Education, Inc.,** | : | **Case No. 25-80121 (MVL)** |
| | : | **(Chapter 11)** |
| **Reorganized Debtor,** | : | |

**OPPOSITION OF ARK DARNESTOWN, LLC**
**TO LIQUIDATING TRUSTEE'S FIRST OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (DUPLICATE AND AMENDED CLAIMS (DE 931)**

# EXHIBIT 5 CLAIM 554

**Fill in this information to identify the case:**

Debtor Higher Ground Education Inc.

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number 25-80121

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Ark Darnestown Properties, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| Ark Darnestown Properties, LLC<br>Bryn H. Sherman, Esq.<br>7501 Wisconsin Avenue, Suite 1000W<br>Bethesda, MD 20814, United States | |
| Contact phone 2405071700 | Contact phone |
| Contact email snichols@offitkurman.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 2545051.61 . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Lease rejection damages under guaranty

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 601398.95

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



25801212510140000000000002

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/14/2025
MM / DD / YYYY

*/s//s/ Stephen Nichols*
Signature

**Print the name of the person who is completing and signing this claim:**

Name /s/ Stephen Nichols
First name Middle name Last name

Title Attorney for Ark Darnestown Properties LLC

Company Offit Kurman PA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone Email





# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1431 | International (310) 751-2632

**Debtor:**
25-80121 - Higher Ground Education Inc.
**District:**
Northern District of Texas, Dallas Division

**Creditor:**
Ark Darnestown Properties, LLC
Bryn H. Sherman, Esq.
7501 Wisconsin Avenue, Suite 1000W

Bethesda, MD, 20814
United States
**Phone:**
2405071700
**Phone 2:**

**Fax:**
2405071735
**Email:**
snichols@offitkurman.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
Lease rejection damages under guaranty

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
2545051.61

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
Yes, 601398.95
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
/s/ Stephen Nichols on 14-Oct-2025 10:26:48 a.m. Pacific Time
**Title:**
Attorney for Ark Darnestown Properties LLC
**Company:**
Offit Kurman PA

**UNITED STATES BANKRUPTCY COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**(Dallas Division)**

| | | |
|---|---|---|
| **In re Higher Ground Education, Inc.,** | : | **Case No. 25-80121 (MVL)** |
| | : | **(Chapter 11)** |
| **Reorganized Debtor,** | : | |

**OPPOSITION OF ARK DARNESTOWN, LLC**
**TO LIQUIDATING TRUSTEE'S FIRST OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (DUPLICATE AND AMENDED CLAIMS (DE 931)**

# EXHIBIT 6 CLAIM 555

**Fill in this information to identify the case:**

Debtor Guidepost A LLC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number 25-80122

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Ark Darnestown Properties, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 2405071700 | Contact phone |
| Contact email snichols@offitkurman.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 2545051.61 . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Lease rejection damages under guaranty of Guidepost A, LLC lease

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 601398.95

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



25801222510140000000000001

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/14/2025
MM / DD / YYYY

*/s//s/ Stephen Nichols*
Signature

**Print the name of the person who is completing and signing this claim:**

Name /s/ Stephen Nichols
First name Middle name Last name

Title Attorney for Ark Darnestown Properties LLC

Company Offit Kurman PA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



25801222510140000000000001

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1431 | International (310) 751-2632

**Debtor:**
25-80122 - Guidepost A LLC

**District:**
Northern District of Texas, Dallas Division

**Creditor:**
Ark Darnestown Properties, LLC
Bryn H. Sherman, Esq.
Offit Kurman, PA
7501 Wisconsin Avenue, Suite 1000W
Attn: Bryn H. Sherman
Bethesda, MD, 20814
United States
**Phone:**
2405071700
**Phone 2:**
**Fax:**
2405071735
**Email:**
snichols@offitkurman.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
Lease rejection damages under guaranty of Guidepost A, LLC lease

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
2545051.61

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
Yes, 601398.95
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
/s/ Stephen Nichols on 14-Oct-2025 9:49:27 a.m. Pacific Time
**Title:**
Attorney for Ark Darnestown Properties LLC
**Company:**
Offit Kurman PA