The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document has been entered electronically in the record of the United States Bankruptcy Court for the Northern District of Ohio.

Dated: September 2 2026

Mary Ann Whipple
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:	)	Case No. 26-31894
	)	
LOURDES UNIVERSITY and	)	CHAPTER 11
LOURDES PROPERTIES, LLC, [1],	)	
Jointly Administered Debtors-in-Possession	)	Judge Mary Ann Whipple

FINAL ORDER (I) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES, (III) ESTABLISHING PROCEDURES FOR DETERMINING ADEQUATE ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF

[1] The Debtors in these chapter 11 cases along with the last four digits of each Debtors' federal tax identification number are: Lourdes University (6547); and Lourdes Properties, LLC (8998). The location of the Debtors' principal place of business is 6832 Convent Blvd., Sylvania, Ohio 43560.

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Upon the motion (the "Motion")[2] of Lourdes University and Lourdes Properties, LLC, debtors and debtors-in-possession (the "Debtors"), for entry of an interim order (the "Interim Order") and a final order (this "Final Order") pursuant to section 105(a) and 366 of title 11 of the United States Code, and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9013-1 of the Local Rules for the Northern District of Ohio (the "Local Rules"), (a) prohibiting Utility Providers from altering, refusing, or discontinuing services; (b) determining adequate assurance of payment for future Utility Services; (c) establishing procedures for determining adequate assurance of payment for future Utility Services; and (d) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Declaration of Sister Nancy Linenkugel, OSF, DM and the Declaration of John Hillyer; and upon the amendment to Exhibit C to the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the Final Hearing having been provided; and it appearing that no other or further notice need be provided; and the relief being requested being in the best interests of the Debtors and their estates and creditors; a hearing to consider entry of the Interim Order having been held before the Court on August 14, 2026 (the "Interim Hearing"); and an Interim Order having been entered by the Bankruptcy Court on August 14, 2026; and a hearing to consider entry of this Final Order having been held before the Court on September 2, 2026 at 9:30 a.m. (the "Final Hearing"); and the Court having reviewed the Motion and having heard the statements in support of the final relief requested therein at the Final Hearing; and the Court having determined

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

that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the final relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The following Adequate Assurance Procedures are hereby approved:

   a. The Debtors will serve a copy of this Motion and the Order granting the relief requested herein to each Utility Provider within three (3) business days after entry of this Final Order by the Court.

   b. Subject to paragraphs (f)-(i) herein, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of $10,285.00, in one of their segregated and unused accounts at Signature Bank, and within five (5) business days after entry of this Final Order transfer the Adequate Assurance Account. to a segregated DIP Account at Fifth Third Bank or any other bank that has entered into a Uniform Depository Agreement with the United States Trustee.

   c. The Adequate Assurance Account shall be a debtor-in-possession account.

   d. If an amount relating to Utility Services provided post-petition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account by giving notice to: (i) counsel for the Debtors; (ii) counsel to the proposed DIP Lender; (iii) counsel for the Pre-Petition Bondholders; (iv) counsel for any official committee appointed pursuant to the Bankruptcy Rules or the Bankruptcy Code; (v) the Office of the United States Trustee for the Northern District of Ohio; and (vi) all other persons that have formally appeared and requested notice or copies of pleadings filed in this case under Bankruptcy Rule 2002 (collectively, the "<u>Notice Parties</u>"). The Debtors shall honor such request within five (5) business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

   e. The portion of the Adequate Assurance Deposit attributable to each Utility Provider will be returned to the Debtors on the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider and (ii) the effective date of any chapter 11 plan confirmed in this chapter 11 case.

f. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Additional Assurance Request") on the Notice Parties.

g. Any Additional Assurance Request must: (i) be made in writing; (ii) identify the location for which Utility Services are provided; (iii) include information regarding any security deposits paid by the Debtors; (iv) identify the outstanding balance and payment history; (v) provide evidence that the Debtors have a direct obligation to the Utility Provider; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

h. An Additional Assurance Request may be made at any time. If a Utility Provider fails to file and serve an Additional Assurance Request, the Utility Provider shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

i. Upon the Debtors' receipt of an Adequate Assurance Request, the Debtors shall have twenty-one (21) days from the receipt of the Adequate Assurance Request (the "Resolution Period") to negotiate with the Utility Provider to resolve the Utility Provider's Adequate Assurance Request. During the Resolution Period, Utility Providers may not terminate any of the services they provide to the Debtors on account of the bankruptcy filing of unpaid charges for prepetition services.

j. Without further order of the Court, the Debtors may enter into agreements granting additional adequate assurance to a Utility Provider serving an Additional Assurance Request if the Debtors determine that the Additional Assurance Request is reasonable.

k. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and the Debtors are unable to reach an alternative resolution with the Utility Provider, the Debtors, during or immediately after the Resolution Period, may request a hearing (a "Determination Hearing") before the Court to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.

l. Pending resolution of such dispute at a Determination Hearing, the relevant Utility Provider will be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services;

(ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

m. At any time, the Debtors may terminate service from any Utility Provider, such termination being effective immediately upon the Debtors' notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any more payments to such Utility Provider for any services provided after such termination, and any excess shall be returned forthwith.

3. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

4. Neither this Final Order nor the Interim Order shall apply to Toledo/Edison.

5. Notwithstanding the relief granted in this Final Order, these procedures do not limit the Utility Providers' rights to seek an administrative expense for any post-petition amount due.

6. The Debtors will cause a copy of this Final Order, including the Adequate Assurance Procedures, to be served on any subsequently identified Utility Provider and any such Utility Provider shall be bound by the Adequate Assurance Procedures, provided, however, that any subsequently identified Utility Provider shall be provided twenty (20) days from the date of service of the Court's order to object to its inclusion in such order. If an objection is received within such twenty (20) day period and cannot be resolved, a hearing shall be heard on such date as mutually agreed to by the parties and acceptable to the Court.

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

section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

8. Any and all payments authorized to be made pursuant to this Final Order shall be subject to and made only to the extent authorized under any interim or final orders governing the Debtors' use of cash collateral and terms of Debtor-in-Possession financing, including any Budget in connection therewith.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and Rule 9013-1 of the Local Rules are satisfied by such notice.

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

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

12. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.