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

MOTION OF DEBTORS PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) TO (A) (I) APPROVE AN ENGAGEMENT AGREEMENT WITH HILLYER GROUP, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER EFFECTIVE AS OF THE PETITION DATE, AND (II) DESIGNATE JOHN T. HILLYER AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS; OR ALTERNATIVELY (B) APPROVE THE RETENTION OF HILLYER GROUP PURSUANT TO 11 U.S.C. §327, AND (C) APPROVE PAYMENT OF CERTAIN FEES TO GERI GREGOR CPAS, PLLC IN THE ORDINARY COURSE OF BUSINESS

Lourdes University and Lourdes Properties, LLC, the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), hereby move this Court (the "**Motion**") for entry of an order (the "**Order**") (a) (i) approving the engagement agreement between the Debtors and Hillyer Group, LLC ("**Hillyer Group**") dated July 31, 2026 (the "**Engagement Agreement**"), annexed hereto as **Exhibit B**, effective as of August 10, 2026 (the "**Petition Date**") to provide the Debtors with a Chief Restructuring Officer ("**CRO**") pursuant to sections 105(a) and 363(b) of title 11, United States Code (the "**Bankruptcy Code**") and (ii) designating John T. Hillyer ("**Hillyer**") as CRO; or alternatively, (b) approving the retention of Hillyer Group pursuant to section 327 of the Bankruptcy Code; and (c) approving the payment of certain fees in the ordinary course of business. The Declarations of Hillyer (the "**Hillyer Declaration**")

[1] The Debtors in these chapter 11 cases along with the last four digits of each Debtor's 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.

and Geri Gregor (the "**Gregor Declaration**") are annexed hereto as **Exhibits C and D** in support of the Motion. In further support of the Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code.

BACKGROUND

4. On August 10, 2026 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

5. The Debtors continue to manage and operate their businesses as a debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. No trustee, examiner, or official committee has been appointed in these chapter 11 cases, and no request for appointment of a trustee or examiner has been made.

7. On August 11, 2026, the Court entered an Order authorizing the Joint Administration of the Debtors' cases.

8. Simultaneously with the filing of its petition, the Debtors filed the Declaration of Sister Nancy Linenkugel, OSF, DM, and on August 12, 2026, filed the Declaration of John Hilyer (the "**First Day Declarations**"). A detailed factual background of the Debtors' businesses and operations, as well as the events leading to the filing of these chapter 11 cases, is more fully set forth in the First Day Declaration, incorporated herein by reference.

RELIEF REQUESTED

9. By this Motion, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors respectfully request entry of an order, substantially in the form attached as **Exhibit A**, approving the Engagement Agreement between the Debtors and Hillyer Group to provide the Debtors with a CRO, effective as of the Petition Date and designating Hillyer as the Debtors' CRO or, alternatively, approving the retention of Hillyer Group under section 327 of the Bankruptcy Code. The Debtors also request an order approving the payment of certain fees in the ordinary course of business.

A. Retention of Hillyer Group

10. Hillyer Group is a boutique business advisory firm with 35 years of experience working with under-performing enterprises, providing operational turnarounds, crisis management, financial restructuring, and related advisory services. Hillyer Group has worked with more than 400 middle-market clients in the United States and internationally.

11. Hillyer is the founding member and principal of Hillyer Group. He has more than 25 years of experience working with Fortune 500 companies, middle-market businesses, family-owned and entrepreneurial clients, and the Federal Government in domestic and international settings. Hillyer specializes in serving as a CRO and company advisor. He brings operational, financial, and real estate experience to engagements and has an extensive history of executing restructuring plans and managing the sales of assets.

12. Hillyer Group's recent assignments have included a steel service center, consumer products business, sports equipment importer, oil and gas exploration business, national auto service center, residential developer, business equipment and service retailer, international sports

nutrition business, commercial construction company, nutritional supplement manufacturer, rubber components manufacturer, and federal Jobs Corps contractor.

13. On July 31, 2026, Hillyer Group was engaged to provide restructuring support services to the Debtors. Since that date, Hillyer Group has continued to develop knowledge regarding the Debtors' operations, finances, and systems.

14. The terms of the proposed engagement of the Hillyer Group, including compensation, indemnification, reporting, and limitations on Hillyer Group's role, are described below and in the Engagement Agreement. Hillyer Group will provide its services subject to the oversight, guidance, control, of the Debtors and their Board of Trustees.

15. The retention of Hillyer Group and designation of Hillyer as CRO represents a sound exercise of the Debtors' business judgment. Hillyer Group is well qualified to provide, and has the experience, qualifications, and knowledge necessary to provide, the requested services completely and efficiently, and is in the best interests of the Debtors' estates, creditors, and other parties in interest.

16. Apart from Hillyer Group, at the time of the filing of the Petition Date, certain financial services of the Debtors were being wound down by the firm of Geri Gregor, CPAS PLLC ("**Gregor**"), the Debtors' fractional CFO. On the Petition Date, Gregor began transitioning all financial matters to Hillyer Group. In the midst of that transition, Hillyer Group determined that its team could benefit by the institutional knowledge of Gregor, its knowledge of the Debtors' operations and their financial documents, and many of the issues that may arise in the bankruptcy case. Thus, Hillyer Group hired certain members of the team at Gregor to work for Hillyer Group as independent contractors as of September 1, 2026. Gregor will not bill for any fees for the period since then, and therefore payments under the Engagement Agreement will

not be made by the Debtors to both Hillyer Group and Gregor. Rather, all invoices will be sent by, and all payments shall be received by, the Hillyer Group, which in turn will pay Gregor as they pay any other employee or independent contractor.

B. Retainers and Request to Pay Gregor

17. Pursuant to the Engagement Agreement, the Debtors paid Hillyer Group a retainer of $75,000, $10,947 of which was applied to fees incurred prior to the filing of the petition, leaving no unpaid pre-petition fees. The remaining $64,053 will be held and applied against Hillyer Group's final invoice and any other unpaid fees and reimbursable expenses.

18. Also prior to the Petition Date, Gregor received a retainer of $15,000.00 from the Debtors, of which $6,232.00 was applied to pre-petition services, leaving no pre-petition amounts due to Gregor either. Between the Petition Date and August 31, 2026, the date on which some members of the Gregor team became employed by the Hillyer Group as independent contractors, Gregor incurred $12,474.00 in fees and expenses (the "**Interim Fees**"). By this motion, the Debtors also request that they be able to pay Gregor for those services, first from the remaining retainer amount of $8,768 and then from the DIP Budget in the ordinary course of business. The Debtors propose that any order approving this Motion provide that Gregor's invoice for the Interim Fees be sent to the Office of the United States Trustee and the DIP Lender, and be filed on the case docket as if it were a monthly fee statement for August, 2026. If no objection to the payment of the fees is interposed, the Debtors would be permitted to pay Gregor for these services as set forth above. Given the transition work that was needed, and the amount at issue, the Debtors submit that preparation of a retention application and then the filing of a fee application for Gregor would cost nearly as much as the amount to be paid from the DIP

Budget. The Debtors therefore are of the position that authorizing payment of the Interim Fees in the manner sought herein is in the best interests of the estates.

C. Scope of Services

19. Subject to the approval of this Court, the Debtors propose to retain Hillyer Group on the terms and conditions set forth in the Engagement Agreement, except as otherwise explicitly set forth herein or in any order granting this Motion. Hillyer Group will provide Hillyer as CRO as well as additional personnel and staffing as necessary or appropriate in connection with the services to be rendered. Hillyer Group will work cooperatively with the Debtors' officers, Board, employees, counsel, and other retained professionals to perform the services efficiently and without unnecessary duplication of effort. Hillyer Group's services may include, without limitation:

i. Assisting in the preparation, development, and maintenance of cash-flow forecasts, operating budgets, wind-down budgets, and related financial reporting;

ii. Evaluating the Debtors' wind-down and asset-disposition alternatives, including anticipated cash requirements and potential recoveries;

iii. Assisting in the development, implementation, and administration of the Debtors' orderly wind-down and liquidation plan;

iv. Monitoring the Debtors' liquidity, receipts, disbursements, accounts payable, contractual obligations, and other financial and operational matters;

v. Assisting the Debtors in identifying, preserving, managing, marketing, and disposing of its real and personal property, subject to applicable law and required approvals;

vi. Overseeing or assisting with any process for the sale or other disposition of the Debtors' assets;

vii. Facilitating and supporting communications and negotiations with the Debtors' secured lenders, bondholders, governmental authorities, employees, vendors, creditors, donors, contractual counterparties, prospective purchasers, and other parties in interest;

viii. Assisting in the review, reconciliation, negotiation, and resolution of claims asserted against the Debtors;

ix. Coordinating with the Debtors' legal counsel, accountants, real-estate professionals, and other retained advisors;

x. Reporting regularly to the Chair and the Debtors' Board of Trustees regarding the Debtors' financial condition, wind-down activities, asset-disposition efforts, and other material developments;

xi. Performing other restructuring, wind-down, financial, operational, and administrative tasks as may be appropriate and reasonably requested by the Chair, the Board, or the Debtors' counsel;

xii. Assisting the Debtors and their counsel with the preparation of first-day pleadings, financing and cash-collateral motions, sale motions, operating reports, schedules, statements, and other required filings, including draw requests under the Debtors' proposed debtor-in-possession financing;

xiii. Assisting the Debtors in complying with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, applicable local rules, and the requirements of the Office of the United States Trustee;

xiv. Overseeing or assisting with the development and implementation of an orderly liquidation, a chapter 11 plan, a sale under section 363 of the Bankruptcy Code, or another court-approved restructuring or disposition process;

xv. Participating in meetings, depositions, and court hearings; and

xvi. Providing declarations or testimony when reasonably required in connection with the Debtors' chapter 11 cases.

D. Disinterestedness of Hillyer Group and Gregor

20. To the best of the Debtors' knowledge, information, and belief, except as set forth in the Declarations, neither Hillyer Group nor Gregor (a) has a connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee; and (b) holds or represents any interest materially adverse to the Debtors or their estates with respect to the matters upon which they are to be engaged.

21. The Declarations attached to this Motion disclose, among other things, any relationships that Hillyer Group, Gregor or their personnel have with the Debtors, their creditors, and other parties in interest. Based on the Declarations, the Debtors submit that Hillyer Group

and Gregor is each a “disinterested person” as that term is defined by Bankruptcy Code section 101(14), and does not hold or represent any interest adverse to the Debtors’ estates.

22. Hillyer Group and Gregor will promptly file a supplemental declaration with the Court if any new material facts or relationships are discovered or arise. Hillyer Group has agreed not to share with any person or firm the compensation to be paid for services rendered in connection with these chapter 11 cases.

E. Terms of Retention

i. Compensation

23. In accordance with the Engagement Agreement, Hillyer Group will be compensated on an hourly basis and Hillyer will bill at the rate of $445 per hour. Managers will bill at $425 per hour, and support staff will bill at rates ranging from $300 to $370 per hour. Travel time will be billed at 50% of the applicable hourly rate.

24. Hillyer Group will further seek reimbursement for reasonable and necessary expenses incurred in connection with these cases, including, but not limited to travel, lodging, research, and messenger and telephone charges, which will also be billed on a monthly basis.

25. Given the numerous issues Hillyer Group may be required to address in the performance of its services, Hillyer Group's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth in the Engagement Letter are reasonable.

ii. Indemnification

26. There are several indemnification provisions in the Engagement Agreement which the Debtors believe are standard in these types of agreements. The CRO and the Hillyer

Group, as well as all employees of Hillyer providing services in this matter, shall receive the benefit of the indemnification, exculpation, advancement-of-expenses, and insurance protections provided under the Engagement Agreement, the University's governing documents, applicable law, and the University's directors' and officers' liability insurance policies. Such protections and the terms of the applicable insurance coverage shall be subject to review and acceptance by Hillyer Group. The University shall use commercially reasonable efforts to renew or replace such policy, without any material reduction in coverage applicable to the CRO or any additional officers furnished by Hillyer. If the University is unable to obtain or maintain such coverage on terms reasonably acceptable to Hillyer, the University shall reimburse Hillyer for the reasonable cost of obtaining separate directors' and officers' liability insurance covering Hillyer and the officers furnished by it in connection with this engagement.

27. The Engagement Agreement provides that the Debtors shall indemnify, defend, and hold harmless Hillyer Group and its officers, directors, shareholders, principals, employees, agents, representatives, affiliates, successors, and contract affiliates (collectively, the "**Hillyer Indemnified Parties**") from and against liabilities, losses, demands, penalties, actions, suits, costs, and expenses, including reasonable attorneys' fees and expenses, arising from (i) the Debtors' breach of the Engagement Agreement, (ii) the Debtors' violation of applicable law, or (iii) the negligent or wrongful acts or omissions of the Debtors or their personnel in connection with the Engagement Agreement.

28. The indemnification obligations apply only to third-party claims and do not apply to direct claims between the parties. As a condition to indemnification, the indemnified party must promptly notify the Debtors of any claim, reasonably cooperate in the defense, permit the Debtors to assume and control the defense with reasonably satisfactory counsel, and refrain from

settling any claim without the Debtors' prior written consent, not to be unreasonably withheld, conditioned, or delayed.

29. Except for liability arising from fraud, willful misconduct, gross negligence, breach of a party's indemnification obligations, or a breach of confidentiality obligations, the aggregate liability of either party arising out of or relating to the Engagement Agreement shall not exceed the total fees actually paid by the Debtors to Hillyer Group during the twelve months immediately preceding the event giving rise to the claim. In no event shall the Debtors or Hillyer Group be liable to the other for any consequential, incidental, indirect, special, exemplary, or punitive damages or for lost profits, loss of business opportunity, or diminution in value, except to the extent such damages are awarded to a third party in a claim subject to indemnification under the Engagement Agreement. This obligation shall survive expiration or termination for two years, subject to the terms of the Engagement Agreement.

iii. <u>Fees and Reporting</u>

30. Because Hillyer Group is being retained pursuant to sections 105(a) and 363(b), it is intended that Hillyer Group will not submit fee applications under sections 330 or 331 of the Bankruptcy Code. Instead, Hillyer Group will file with the Court monthly reports of compensation earned and expenses incurred, with copies to the DIP Lender and the Office of the United States Trustee ("**US Trustee**"), and any official committee, if one is appointed.

31. Each report will summarize the services provided, the project categories to which the task relates, the fees incurred by each timekeeper, and itemize expenses incurred. Hillyer Group will maintain records supporting actual and necessary expenses. The Debtors believe the fee arrangements are reasonable in light of the services, the variable level of effort required, and market terms for comparable engagements.

32. Hillyer Group will work cooperatively with the Debtors' other retained professionals to avoid duplication of services and to promote efficient administration of these chapter 11 cases.

BASIS FOR REQUESTED RELIEF

33. The Debtors seek approval of the engagement of Hillyer Group and designation of Hillyer as CRO pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, effective as of the Petition Date. Section 363(b)(1) provides, in relevant part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 105(a) provides that the "court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

34. Under applicable case law, if a debtor's proposed use of estate assets pursuant to section 363(b) represents a reasonable exercise of the debtor's business judgment, the use should be approved. *See Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) ("The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application."); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct.").

35. The retention of Hillyer Group is a sound exercise of the Debtors' business judgment. Hillyer Group and Hillyer have extensive experience serving as restructuring advisors

and interim officers for troubled companies, and Hillyer Group has developed the knowledge of the Debtors' operations, finances, and systems necessary to provide services that will benefit the Debtors' estates, creditors, and other parties in interest.

36. The proposed procedures herein are similar to those approved in this district in the Chapter 11 cases of *GOE Lima, LLC*, Case No. 08-35508 (MAW) (Bankr. N.D. Ohio December 22, 2008) [Docket No. 231], *AmTrust* Financial *Corp., et al.*, Case No. 09-21323 (PMC) (Bankr. N.D. Ohio January 8, 2010) [Docket No. 139], *Forum Health, et al.*, Case No. 09-40795 (KW) (Bankr. N.D. Ohio April 15, 2009) [Docket No. 164], *Schwab Industries, Inc., et al.*, Case No. 10-60702 (RK) (Bankr. N.D. Ohio March 24, 2010) [Docket No. 201], *PCS & Estimate, LLC*, Case No. 24-10264 (SKK) (Bankr. N.D. Ohio March 12, 2024) [Docket No. 70], *CEP Holdings, LLC, et al.*, Case No. 06-51848 (MSS) (Bankr. N.D. Ohio October 13, 2006) [Docket No. 130], and *Nexpak Corp. et al.*, No. 04-63816 (RK) (Bankr. N.D. Ohio July 19, 2004) [Docket No. 42].

37. Based on the foregoing, the Debtors submit that the retention of Hillyer Group and the designation of Hillyer as CRO on the terms set forth herein and in the Engagement Agreement are essential, appropriate, and in the best interests of the Debtors' estates, creditors, and other parties in interest.

ALTERNATIVE REQUEST UNDER SECTION 327 OF THE BANKRUPTCY CODE

38. In the event that the Court does not believe that approval of the Engagement Agreement under section 363 of the Bankruptcy Code is appropriate, the Debtors alternatively request that the Hillyer Group's engagement be approved under section 327 of the Bankruptcy Code. However, in the event of a retention under this section, the Debtors request that Hillyer Group be excused from complying with the filing of fee applications, breaking down time by tenths of hours, and the other requirements imposed by the U.S. Trustee rules (including the

prohibition against lumping). It is not unusual for a CRO, as an officer of the Debtor, to bill monthly for their services. The requirement of task-specific billing and filing fee applications would not only be a burden on Hillyer Group, but on the Debtors' counsel and the court as well.

39. As set forth above and in the Declarations, the Debtors believe that the employment of Hillyer Group (including the members of the Gregor team who are independent contractors of Hillyer Group) is in the best interest of the estates, and that each of Hillyer Group and Gregor is a "disinterested person" within the meaning of sections 101(14) and 327(a) of the Bankruptcy Code.

40. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person on any reasonable terms and conditions of employment, including on an hourly basis. The Debtors are of the belief in the exercise of their business judgment that the terms of the Engagement Agreement are fair and reasonable and that the services to be provided are necessary and warranted.

41. Neither Hillyer Group nor Gregor are owed any money for pre-petition services and they both have acquired significant knowledge of the operations, property, assets, and debt structure of the Debtors, making their employment under Section 327 in the best interest of the estates.

42. Accordingly, in the event that the Engagement Agreement is not approved under section 363 of the Bankruptcy Code, the Debtors submit that there is ample authority to approve the engagement under section 327.

NUNC PRO TUNC APPROVAL

43. The Debtors seek approval of the retention of Hillyer Group *nunc pro tunc* to the Petition Date. Pursuant to Bankruptcy Code section 105(a), the "court may issue any order,

process, or judgment that is necessary or appropriate to carry out the provisions of this title." Id. § 105(a). The complexity and speed that have characterized these Chapter 11 cases have necessitated that the Debtors and the Debtors' other professionals focus their immediate attention on time-sensitive matters and promptly devote substantial resources to these Chapter 11 cases, pending submission and approval of this Motion. This was particularly necessary in connection with the DIP financing as well as the cash management issues in these cases. As the Debtors have stated on other occasions, the books and records were difficult to compile, especially given the lack of employees that remained on the Petition Date (even less now).

44. In addition, Debtors' counsel has been discussing the procedural manner in which Hillyer Group's retention would proceed, and it was necessary to integrate members of Gregor's team into Hillyer Group for the purposes of this engagement. Upon information and belief, no party-in-interest would be prejudiced by the granting of the relief requested herein on a *nunc pro tune* basis. As a result, it is respectfully requested that regardless of the section of the Bankruptcy Code under which the Hillyer Group will be engaged, that such engagement be effective as of the Petition Date.

NOTICE

45. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee; (b) counsel for the DIP Lender; (c) counsel for the Bond Trustee; (d) counsel for Signature Bank; (e) the entities holding the 20 largest unsecured claims against the Debtors; and (f) all parties filing Notices of Appearance in these cases. The Debtors submit that, under the circumstances, no other or further notice is required.

NO PRIOR REQUEST

46. No prior motion for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court approve Hillyer Group's engagement under the terms of the Engagement Agreement, approve the payment of Gregor's Interim Fees in the manner set forth herein and grant such other and further relief as the Court deems just and proper.

Dated: Uniondale, New York
September 16, 2026

Cullen and Dykman LLP

By: *<u>/s/ Bonnie L. Pollack</u>*
Bonnie L. Pollack, Esq.
Matthew G. Roseman, Esq. (N. Dist. of Ohio Bar No. NY2239903; NY Bar No. 2239903)
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Attorneys for Lourdes University and Lourdes Properties, LLC

NOTICE PURSUANT TO LOCAL RULE

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this case. If you do not have an attorney, you may wish to consult one. Under Local Bankruptcy Rule 9013-1 and 4:08, unless a written response to the Motion are filed with the Clerk of the Court and served on the moving party and the Office of the U.S. Trustee, objecting to the relief requested within twenty one (21) days, the Court may deem the opposition waived, treat the motions as conceded, and issue an order granting the requested relief without further notice of hearing.

/s/ Bonnie L. Pollack
Bonnie L. Pollack, Esq.

CERTIFICATE OF SERVICE

I, Bonnie L. Pollack, do hereby certify that a copy of this Motion was mailed or electronically sent to the following attached list of interested parties and creditors this 16th day of September, 2026.

Service List:

Notice will be electronically mailed to:

Patricia B. Fugee, on behalf of The Sisters of St. Francis of Sylvania Ohio., at patricia.fugee@fisherbroyles.com

Robert Lapowsky, on behalf of The Sisters of St. Francis of Sylvania Ohio at robert.lapowsky@stevenslee.com; r.edward.stone.iii@stevenslee.com

Lauren Schoenewald, Esq., on behalf of Office of the U.S. Trustee, at Lauren.schoenewald@usdoj.gov; USTP.Region09@usdoj.gov

Justin W. Ristau, on behalf of, Toledo-Lucas County Port Authority, at jristau@bricker.com; CKalvas@bricker.com

Justin Winerman, of Bryan Cave Leighton Paisner LLP, on behalf of Dynamic Campus Solutions, Inc. at justin.winerman@bclplaw.com

Katherine E. Spewak, of Bryan Cave Leighton Paisner LLP, on behalf of Dynamic Campus Solutions, Inc. at katie.spewak@bclplaw.com

Alexandra Bolder, on behalf of Department of Education, at Alexandra.Bolden@ed.gov

IRS Insolvency, at sbse.cio.bnc.mail@irs.gov

Ohio Attorney General, Bankruptcy Unit, at OHAGCEBKYEBN@ohioattorneygeneral.gov
Pension Benefit Guaranty Corporation, at bnccnotifications@pbgc.gov

Social Security Administration, Office of the General Counsel, at ssa.bankruptcy@ssa.gov

Heather Balzano, on behalf of Aetna Life Insurance Company, at BalzanoH@aetna.com

Ask Legal, on behalf of Anthology, at Ask.Legal@ellucian.com

Joe Jacobs, on behalf of AVI Foodsystems Inc, at Jjacobs@AVIFoodsystems.com

Burton Rogers, on behalf of Bon Secours Mercy Health Inc, at Blrogers@mercy.com

Jessica Lewis Jin, on behalf of Charles E. Schell Foundation Grant, at Jessica.Jin@53.com

Olivia Adamic, on behalf of Christian Brothers Employee Benefit Trust, at olivia.adamic@cbservices.org

Timothy P Coyle, on behalf of Dept. of Health & Human Services, at tcoyle@hrsa.gov

Mike Tumminello, on behalf of Dynamic Campus Solutions Inc, at Mike.Tumminello@dynamiccampus.com

Jeremy Marks, on behalf of Federal Work Study, at Jeremy.Marks@education.ohio.gov

Jeremy Marks, on behalf of SEOG (23300-12010), at Jeremy.Marks@education.ohio.gov

Kevin Mullan, on behalf of Kevin P. Mullan Consulting, LLC, at Kevin@kevinpmullan.com

Clay Nixon, on behalf of Niche.com, Inc., at clay.nixon@niche.com
Brittney Perry, on behalf of Paramount Health Care, at Brittney.Perry@medmutual.com

Charlie Anastasi, on behalf of Rize Education, Inc, at canastasi@rize.education

Nancy Feltz, on behalf of Signature Bank, N.A., at NFeltz@signaturebankna.com

Zachary Phillips, on behalf of The Ohio Department of Higher Edu., at Zachary.Phillips@utoledo.edu; Mchavanne@highered.ohio.gov

Brittany Hoyer, on behalf of Underground Systems Corp., at Underground1976@aol.com

Nicole Robbins, on behalf of City of Sylvania, at Nrobbins@cityofsylvania.com

Chris Ralston, on behalf of TeqLease, at chris.ralston@firstcitizens.com

Steven Guarino, on behalf of TeqLease, at steven.guarino@firstcitizens.com

Christopher Sonnenburg, on behalf of TeqLease, at christopher.sonnenburg@firstcitizens.com

Terry Goodall, on behalf of Glass Masters 2000 LLC, at GlassMasters2000@gmail.com

Hassan Bataineh, at hassanbatayneh10@gmail.com

Laurie Murdock, on behalf of HD Supply Facilities Maintenance, Ltd., at Laurie.Murdock@HDSupply.com

John Gould, on behalf of Hoffman and Harpst Co Inc, at info@hoffmanandharpst.com

Karen Boecker, on behalf of Roto-Rooter, at service@toledorotorooter.com

Toledo Edison Corporation, at TE_interconnection@firstenergycorp.com

KC Baker, on behalf of, Signature Bank, N.A. at kcbaker914@gmail.com

Hylant Insurance Agency at Legal@Hylant.com

Notice will be mailed to:

Attorney General of the United States
Main Justice Building
10th & Constitution Avenue, N.W.
Washington, D.C. 20530

Office of the United States Attorney
Suite 308, Four Seagate, Third Floor
Toledo, Ohio 43604

Internal Revenue Service
P.O. Box 7346
Philadelphia, Pennsylvania 19101-7346

U.S. Department of Education
Direct Loan Servicing Center
P.O. Box 5609
Greenville, Texas 75403-5609

Environmental Protection Agency
Region V
77 West Jackson Boulevard
Chicago, Illinois 60604

Defense Finance and Accounting Services - Cleveland
Attention: DFAS-HGA/CL
P.O. Box 998002
Cleveland Ohio 44199-8002

Momentum Telecom
1200 Corporate Drive
Ste 300
Birmingham AL 35242

Time Warner/Spectrum
Charter Communications
PO Box 223085
Pittsburgh, PA 15251-2085

Columbia Gas
P O Box 4629
Carol Stream, IL 60197

Buckeye Broadband
P O BOX 10027
Toledo, OH 43699

Republic Services
6749 Dixie Highway
Erie, MI 48133-922323

Verizon Wireless
PO Box 16810
Newark, NJ 07101

Christian Brothers
1205 Windham Parkway
Romeoville, IL 60446

<u>EXHIBIT "A"</u>

Proposed Order

36750379

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, [2],	)	
Jointly Administered Debtors-in-Possession	)	Judge Mary Ann Whipple

ORDER PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE (I) APPROVING AN ENGAGEMENT AGREEMENT WITH HILLYER GROUP, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER, EFFECTIVE AS OF THE PETITION DATE, (II) DESIGNATING JOHN T. HILLYER AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS, AND (III) APPROVING PAYMENT OF CERTAIN FEES TO GERI GREGOR CPAS, PLLC IN THE ORDINARY COURSE OF BUSINESS

Upon consideration of the Motion dated September 16, 2026 (the "**Motion**") of Lourdes University and Lourdes Properties, LLC, debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), for entry of an order pursuant to

[2] The Debtors in these chapter 11 cases along with the last four digits of each Debtor's 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.

sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), (a) (i)approving the engagement of Hillyer Group, LLC ("**Hillyer Group**") to provide the Debtor with a chief restructuring officer, effective as of the Petition Date ("**Hilyer**") pursuant to the terms set forth in the Engagement Agreement annexed to the Motion as **Exhibit B**; and (ii) designating John T. Hillyer as the Debtors' chief restructuring officer; or, alternatively (b) approving the retention of Hillyer Group under section 327 of the Bankruptcy Code; and (c) approving payment of the Interim Fees of Geri Gregor, CPA , PLLC (the "**Gregor**") in the ordinary course of business on the terms set forth in the Motion; and upon the Declarations annexed to the Motion as **Exhibits C and D**; and it appearing that the relief requested is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 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 this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the Engagement Agreement, the Declarations, and any other pleadings in connection with the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the 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 to the extent set forth herein.

2. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors, as debtors-in-possession, are authorized to engage Hillyer Group to provide the Debtors with a CRO, effective as of the Petition Date, and to designate Hillyer as CRO, pursuant to the terms set forth in the Motion and the Engagement Agreement.

3. Hillyer Group and its affiliates shall not act in any other capacity in connection with these chapter 11 cases, including, without limitation, as an investment banker, financial advisor, claims agent, investor, or acquirer.

4. No principal, employee, or independent contractor of Hillyer Group or its affiliates shall serve on the Board of Trustees of the Debtors during the pendency of these chapter 11 cases.

5. Hillyer Group shall, through Debor's counsel, file with the Court, and provide notice (the "**Notice**") to the DIP Lender, the US Trustee, and any official committee, monthly reports of compensation earned and expenses incurred. Each report shall identify the services provided, the tasks performed, the project categories to which the task relates, the fees incurred by each timekeeper, and itemize expenses incurred. There shall be no requirement that Hillyer Group maintain detailed time records or bill in increments of one-tenth hours. Each recipient shall have seven (7) days after service to object to the compensation and expenses. If no objection is received, or after resolution of any objection, the non-objectionable amounts may be paid in full, in the ordinary course of business, subject to the terms of this Order and the DIP Budget in effect in the case. Unresolved objections shall be presented to the Court and determined under the reasonableness standard applicable to compensation and expenses.

6. Gregor shall file with the Court, through Debor's counsel, file with the Court, and provide notice (the "**Notice**") to the DIP Lender, the US Trustee, and any official committee, a

monthly report of compensation earned and expenses incurred during the period of the Petition Date through August 31, 2026. Such report shall identify the services provided, the tasks performed, the project categories to the task relates, the fees incurred by each timekeeper, and shall itemize expenses. There shall be no requirement that Gregor maintain detailed time records or bill in one-tenth increments. Each recipient shall have seven (7) days after service to object to the compensation and expenses. If no objection is received, or after resolution of any objection, the non-objectionable amounts may be paid in full, in the ordinary course of business, subject to the terms of this Order and the DIP Budget in effect in this case. Unresolved objections shall be presented to the Court and determined under the reasonableness standard applicable to compensation and expenses.

7. The indemnifications provisions of Engagement Agreement are approved.

8. The obligations of the Hillyer Group and Gregor to disclose any facts bearing on whether they, their affiliates, or any individuals working on the engagement hold or represent an interest adverse to the Debtors, their creditors, or other parties in interest, are continuing.

9. Notwithstanding the relief granted in this Order, any payment made hereunder shall be subject to the orders of this Court authorizing DIP financing and the Budget approved in connection therewith.

10. To the extent inconsistencies exist between the terms of the Engagement Agreement, the Motion, and this Order, the terms of this Order shall govern.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order and the Engagement Agreement.

Service List:

Notice will be electronically mailed to:

Patricia B. Fugee, on behalf of The Sisters of St. Francis of Sylvania Ohio., at patricia.fugee@fisherbroyles.com

Robert Lapowsky, on behalf of The Sisters of St. Francis of Sylvania Ohio at robert.lapowsky@stevenslee.com; r.edward.stone.iii@stevenslee.com

Lauren Schoenewald, Esq., on behalf of Office of the U.S. Trustee, at Lauren.schoenewald@usdoj.gov; USTP.Region09@usdoj.gov

Justin W. Ristau, on behalf of, Toledo-Lucas County Port Authority, at jristau@bricker.com; CKalvas@bricker.com

Justin Winerman, of Bryan Cave Leighton Paisner LLP, on behalf of Dynamic Campus Solutions, Inc. at justin.winerman@bclplaw.com

Katherine E. Spewak, of Bryan Cave Leighton Paisner LLP, on behalf of Dynamic Campus Solutions, Inc. at katie.spewak@bclplaw.com

Alexandra Bolder, on behalf of Department of Education, at Alexandra.Bolden@ed.gov

IRS Insolvency, at sbse.cio.bnc.mail@irs.gov

Ohio Attorney General, Bankruptcy Unit, at OHAGCEBKYEBN@ohioattorneygeneral.gov
Pension Benefit Guaranty Corporation, at bnccnotifications@pbgc.gov

Social Security Administration, Office of the General Counsel, at ssa.bankruptcy@ssa.gov

Heather Balzano, on behalf of Aetna Life Insurance Company, at BalzanoH@aetna.com

Ask Legal, on behalf of Anthology, at Ask.Legal@ellucian.com

Joe Jacobs, on behalf of AVI Foodsystems Inc, at Jjacobs@AVIFoodsystems.com

Burton Rogers, on behalf of Bon Secours Mercy Health Inc, at Blrogers@mercy.com

Jessica Lewis Jin, on behalf of Charles E. Schell Foundation Grant, at Jessica.Jin@53.com

Olivia Adamic, on behalf of Christian Brothers Employee Benefit Trust, at olivia.adamic@cbservices.org

Timothy P Coyle, on behalf of Dept. of Health & Human Services, at tcoyle@hrsa.gov

Mike Tumminello, on behalf of Dynamic Campus Solutions Inc, at Mike.Tumminello@dynamiccampus.com

Jeremy Marks, on behalf of Federal Work Study, at Jeremy.Marks@education.ohio.gov

Jeremy Marks, on behalf of SEOG (23300-12010), at Jeremy.Marks@education.ohio.gov

Kevin Mullan, on behalf of Kevin P. Mullan Consulting, LLC, at Kevin@kevinpmullan.com

Clay Nixon, on behalf of Niche.com, Inc., at clay.nixon@niche.com
Brittney Perry, on behalf of Paramount Health Care, at Brittney.Perry@medmutual.com

Charlie Anastasi, on behalf of Rize Education, Inc, at canastasi@rize.education

Nancy Feltz, on behalf of Signature Bank, N.A., at NFeltz@signaturebankna.com

Zachary Phillips, on behalf of The Ohio Department of Higher Edu., at Zachary.Phillips@utoledo.edu; Mchavanne@highered.ohio.gov

Brittany Hoyer, on behalf of Underground Systems Corp., at Underground1976@aol.com

Nicole Robbins, on behalf of City of Sylvania, at Nrobbins@cityofsylvania.com

Chris Ralston, on behalf of TeqLease, at chris.ralston@firstcitizens.com

Steven Guarino, on behalf of TeqLease, at steven.guarino@firstcitizens.com
Christopher Sonnenburg, on behalf of TeqLease, at christopher.sonnenburg@firstcitizens.com

Terry Goodall, on behalf of Glass Masters 2000 LLC, at GlassMasters2000@gmail.com

Hassan Bataineh, at hassanbatayneh10@gmail.com

Laurie Murdock, on behalf of HD Supply Facilities Maintenance, Ltd., at Laurie.Murdock@HDSupply.com

John Gould, on behalf of Hoffman and Harpst Co Inc, at info@hoffmanandharpst.com

Karen Boecker, on behalf of Roto-Rooter, at service@toledorotorooter.com

Toledo Edison Corporation, at TE_interconnection@firstenergycorp.com

KC Baker, on behalf of, Signature Bank, N.A. at kcbaker914@gmail.com

Hylant Insurance Agency at Legal@Hylant.com

Notice will be mailed to:

Attorney General of the United States
Main Justice Building
10th & Constitution Avenue, N.W.
Washington, D.C. 20530

Office of the United States Attorney
Suite 308, Four Seagate, Third Floor
Toledo, Ohio 43604

Internal Revenue Service
P.O. Box 7346
Philadelphia, Pennsylvania 19101-7346

U.S. Department of Education
Direct Loan Servicing Center
P.O. Box 5609
Greenville, Texas 75403-5609

Environmental Protection Agency
Region V
77 West Jackson Boulevard
Chicago, Illinois 60604

Defense Finance and Accounting Services - Cleveland
Attention: DFAS-HGA/CL
P.O. Box 998002
Cleveland Ohio 44199-8002

Momentum Telecom
1200 Corporate Drive
Ste 300
Birmingham AL 35242

Time Warner/Spectrum
Charter Communications
PO Box 223085
Pittsburgh, PA 15251-2085

Columbia Gas
P O Box 4629
Carol Stream, IL 60197

Buckeye Broadband
P O BOX 10027
Toledo, OH 43699

Republic Services
6749 Dixie Highway
Erie, MI 48133-922323

Verizon Wireless
PO Box 16810
Newark, NJ 07101

Christian Brothers
1205 Windham Parkway
Romeoville, IL 60446

<u>EXHIBIT "B"</u>

Engagement Agreement

36750379

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July 31, 2026

Lourdes University
6832 Convent Blvd
Sylvania, OH 43560
Attn. Board of Directors and Executive Officers.

SUBJECT: Engagement Agreement for Chief Restructuring Officer

Ladies and Gentlemen:

Thank you for considering engaging John T. Hillyer of Hillyer Group, LLC. ("Hillyer Group") as the Chief Restructuring Officer ("CRO") position with Lourdes University and its affiliate, Lourdes Properties LLC (collectively, the "University"). When signed, this engagement letter (the " Agreement") sets forth the parties' agreement of the objectives of the engagement, the scope of the services to be provided by Hillyer (the "Services"), and the compensation and fee arrangements applicable to the engagement (the "Fee Structure"). This Agreement, together with Hillyer's Standard Terms and Conditions, which are incorporated herein by this reference and made a part of this Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof.

Hillyer shall serve as CRO of the University to provide the services (the "Services") specified below. In that capacity, Hillyer will work directly with Jonnie Hodges, the Board Chair ("Chair") of the University, officers of the University, employees of the University, and the University's counsel.

To assist the University in successfully completing its wind-down, the University desires that Hillyer Group provide a Chief Restructuring Officer. Upon execution of this engagement letter and adoption of an appropriate resolution by the University's Board of Trustees (the "Board"), John Hillyer will assume the role of Chief Restructuring Officer (the "CRO") and shall serve in that capacity subject to the oversight, guidance, control, and direction of the Board. The designation of John Hillyer as CRO is a functional title describing the Services to be provided under this Agreement and shall not constitute his appointment as a corporate officer, employee, trustee, or director of the University.Hillyer Group may also provide such additional personnel and staffing as the CRO may from time to time reasonably determine to be necessary or appropriate in connection with the Services.

The CRO and the Hillyer Group, as well as all employees of Hillyer providing services in this matter, shall receive the benefit of the indemnification, exculpation, advancement-of-expenses, and insurance protections provided under this engagement letter, the University's governing documents, applicable law, and the University's directors' and officers' liability insurance policies. Such protections and the terms of the applicable insurance coverage shall be subject to review and acceptance by Hillyer Group. The University shall use commercially reasonable efforts to renew or replace such policy, without any material reduction in coverage applicable to the CRO or any additional officers furnished by Hillyer. If the University is unable to obtain or maintain such coverage on terms reasonably acceptable to Hillyer, the University shall reimburse Hillyer for the reasonable cost of obtaining separate directors' and officers' liability insurance covering Hillyer and the officers furnished by it in connection with this engagement

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The Services to be provided by Hillyer may include the following:

A. Assisting in the preparation, development, and maintenance of cash-flow forecasts, operating budgets, wind-down budgets, and related financial reporting;

B. Evaluating the University's wind-down, restructuring, financing, and asset-disposition alternatives, including the anticipated cash requirements and potential recoveries associated with each alternative;

C. Assisting in the development, implementation, and administration of the University's orderly wind-down and liquidation plan;

D. Monitoring the University's liquidity, receipts, disbursements, accounts payable, contractual obligations, and other financial and operational matters;

E. Assisting the University in identifying, preserving, managing, marketing, and disposing of its real and personal property, subject to applicable law, required approvals, and the separate compensation provisions applicable to real-estate transactions;

F. Overseeing or assisting with any process for the sale or other disposition of the University's assets;

G. Facilitating and supporting communications and negotiations with the University's secured lenders, bondholders, governmental authorities, employees, vendors, creditors, donors, contractual counterparties, prospective purchasers, and other parties in interest;

H. Assisting in the review, reconciliation, negotiation, and resolution of claims asserted against the University;

I. Coordinating with the University's legal counsel, accountants, real-estate professionals, and other retained advisors to promote efficiency and avoid unnecessary duplication of effort;

J. Reporting regularly to the Chair and the University's Board of Trustees (the "Board") regarding the University's financial condition, wind-down activities, asset-disposition efforts, and other material developments; and

K. Performing such other restructuring, wind-down, financial, operational, and administrative tasks as may be appropriate and reasonably requested by the Chair, the Board, or the University's counsel.

It is Hillyer's understanding that the University will be filing for relief (the "Bankruptcy Case") under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").As a result, the Services may also include:

1. Assisting the University and its counsel with the preparation of first-day pleadings, financing and cash-collateral motions, sale motions, operating reports, schedules, statements, and other required filings, and shall be responsible for all draw requests that will be made under the University's proposed Debtor-in-Possession financing;

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2. Assisting the University in complying with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, applicable local rules, and the requirements of the Office of the United States Trustee;

3. Overseeing or assisting with the development and implementation of an orderly liquidation, a Chapter 11 plan, a sale under section 363 of the Bankruptcy Code, or another court-approved restructuring or disposition process;

4. Consulting and negotiating with secured lenders, bondholders, statutory committees, governmental authorities, creditors, prospective purchasers, and other parties in interest;

5. Assisting with debtor-in-possession financing, the use of cash collateral, asset sales, claims reconciliation, and distributions to creditors and other stakeholders;

6. Participating in meetings, depositions, and court hearings; and

7. Providing declarations or testimony when reasonably required in connection with the University's Chapter 11 case.

In performing the Services, Hillyer shall regularly communicate with and report to the Chair and the Board regarding material developments and matters requiring Board consideration or approval. Hillyer shall furnish the Chair and the Board with reasonably requested financial and operational information available to Hillyer and, when appropriately authorized by the University, shall furnish such information to the University's lenders and other parties in interest. Hillyer shall work cooperatively with the University's officers, employees, counsel, and other retained professionals to ensure that the Services are performed efficiently and without unnecessary duplication of effort.

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RETAINER, FEES AND DIRECT EXPENSES

Upon execution of this engagement letter, the University shall pay Hillyer Group a retainer in the amount of $75,000. The Retainer and subsequent payments may be made by wire transfer pursuant to the payment instructions separately provided by Hillyer. The retainer shall be held and applied against Hillyer Group's final invoice and any other unpaid fees and reimbursable expenses. Hillyer will bill the University for the Services provided at the following hourly rates and my billing will be at the Principal rate:

Title	Hourly Rates
Principals	$445
Managers	$425
Support Staff	$370 - $300

Hillyer Group will endeavor to perform the Services in an expeditious and comprehensive manner. Hillyer Group's ability to do so will depend, in part, upon the quality, sophistication, and availability of the University's existing systems, personnel, processes, and reporting procedures, as well as the University's timely provision of complete and accurate financial, operational, and other information in the format reasonably requested by Hillyer Group.

Travel time will be billed at fifty percent (50%) of the applicable hourly rate. Hillyer Group's hourly rates are subject to periodic revision upon written notice to the University. Hillyer Group does not provide any assurance or guarantee regarding the outcome of the Services, and except for any expressly agreed-upon success fee, Hillyer Group's fees are not contingent upon the results of its work.

If the University requests services outside the scope of this engagement, Hillyer Group and the University will agree in writing upon the scope of such additional services and the compensation applicable thereto before Hillyer Group begins performing such services. Any such additional services will be subject to an appropriate written amendment to this engagement letter.

Bills shall be subject to Bankruptcy Court approval and shall be due upon presentment. Payment will be made subject to the Budget. The professional time and effort required to provide the Services is dependent upon the data availability, data integrity and staffing accessibility. We have developed a reputation for successfully working with middle market privately owned companies and are very accustomed to managing fees for maximum effectiveness by utilizing client resources whenever possible and appropriate.

BANKRUPTCY COURT APPROVAL

Hillyer understands that the University will be the Bankruptcy Case. Hillyer acknowledges and agrees that this Agreement is subject to Bankruptcy Court approval; and that Hillyer will be paid on a monthly basis as will be contained in the budget to be approved pursuant to the DIP Financing, unless the Court orders otherwise,

All notices, requests, consents, demands, and other formal communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when: (a) delivered personally; (b) sent by nationally recognized overnight delivery service, with charges prepaid; or (c) sent by certified or registered United States mail, return receipt requested and postage prepaid. Notices to Hillyer shall be addressed as follows, or to such other address as Hillyer may designate by written notice:

Hillyer Group, LLC.
3002 Overlook Road
Silver Lake, Ohio 44224

Notices to the University shall be delivered to the address specified in the signature block, with a copy to the University's legal counsel at the address designated in writing by the University.

We look forward to working with you on this engagement.

I have read the Engagement Agreement and the Attached Standard Terms and Conditions for Engagement Agreement and in retaining Hillyer agree to all provisions set forth in both documents.

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Hillyer Group, LLC

By: ______________________
John T. Hillyer
Chief Executive Officer

Lourdes University

DocuSigned by:
By: ______________________
98A374E466BD4CF...
Jonnie Hodges
Board Chair

STANDARD TERMS AND CONDITIONS FOR ENGAGEMENT AGREEMENT

The following Standard Terms and Conditions apply to the Engagement Agreement dated July 31, 2026, between and among **Hillyer Group, LLC.** ("Hillyer") and Lourdes University (the "University") to which this document is attached: -

Standard of Care and Duty of Loyalty.
Hillyer represents and warrants that it shall perform the Services in a professional, diligent and workman like manner, consistently with generally accepted industry standards and in compliance with all federal, states, and local laws, rules and regulations. Hillyer acknowledges that, in performing the Services as Chief Restructuring Officer, it shall act in the best interests of the University and its constituent parties, consistent with the fiduciary duties owed, and shall not place the individual interest of any lender, creditor, purchaser, investor, or other third party ahead of the interests of the University unless required by applicable law or expressly authorized in writing by the University.

Confidential Information.

(a) Hillyer shall not publicly disclose Confidential Information and shall use Confidential Information solely in connection with the performance of the Services under the Agreement. "Confidential Information" means nonpublic information furnished to Hillyer by or on behalf of the University, including information furnished by the University's trustees, officers, employees, representatives, professionals, or agents, and information obtained by Hillyer through its inspection or review of the University's property, books, records, systems, or operations in connection with the Agreement.

(b) Confidential Information does not include information that: (i) is or subsequently becomes publicly available other than through a breach of the Agreement by Hillyer; (ii) was lawfully known to Hillyer before its disclosure by the University; (iii) becomes lawfully available to Hillyer on a nonconfidential basis from a source other than the University, provided that Hillyer does not know such source to be prohibited from disclosing the information; (iv) is independently developed by Hillyer without the use of Confidential Information; (v) the University authorizes Hillyer in writing to disclose; (vi) is reasonably

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necessary to disclose in connection with Hillyer's performance of the Services; or (vii) Hillyer reasonably determines, upon advice of counsel, must be disclosed under applicable law or judicial, regulatory, administrative, or bankruptcy-court process.

(c) Hillyer may disclose Confidential Information to its officers, employees, independent contractors, attorneys, accountants, consultants, prospective purchasers, lenders, creditors, and other persons when reasonably necessary in connection with the performance of the Services, provided that such disclosure is consistent with Hillyer's obligations under the Agreement. Hillyer may also disclose Confidential Information in connection with any dispute arising from or relating to the Agreement.

If Hillyer receives an order, subpoena, or other legal process requiring the production of Confidential Information, Hillyer shall, unless prohibited by applicable law and to the extent reasonably practicable, provide the University with prompt notice. At the University's request and expense, Hillyer shall reasonably cooperate with the University's efforts to protect the confidentiality of such information, provided that such cooperation does not prevent Hillyer from complying with applicable law or the advice of its counsel.

(d) Hillyer may identify the University as a client in its internal records and, following public disclosure of Hillyer's engagement, in customary client and experience listings. Hillyer shall not otherwise use the University's name or disclose Confidential Information for marketing purposes without the University's prior written consent.

No Third-Party Beneficiaries; Use of Work Product.
Except for the Hillyer Parties entitled to the benefit of the indemnification, exculpation, insurance, and limitation-of-liability provisions of the Agreement, there are no third-party beneficiaries of the Agreement.

Hillyer is acting as an independent contractor with duties owing solely to the University. All reports, analyses, projections, recommendations, and other work product prepared by Hillyer in connection with the Agreement are intended for the University's use in connection with its wind-down, restructuring, potential bankruptcy case, negotiations with creditors, and disposition of assets.

The University may provide such work product to its Board, officers, employees, counsel, accountants, lenders, creditors, governmental authorities, the Office of the United States Trustee, the Bankruptcy Court, prospective purchasers, and other parties in interest when reasonably necessary in connection with those activities. No other person may rely upon Hillyer's work product without Hillyer's prior written consent. Hillyer shall have no responsibility or liability arising from an unauthorized use, disclosure, or reliance upon its work product.

Nothing in this Section prohibits disclosure of Hillyer's engagement or work product when required by applicable law, court order, regulatory process, or filings made in connection with a bankruptcy case.

Future Performance.
(a) The Services may include recommendations, projections, forecasts, budgets, estimates, and other forward-looking information. The University acknowledges that actual financial and operational results may be

affected by events and circumstances beyond Hillyer's control and may differ materially from such recommendations, projections, forecasts, budgets, estimates, or other forward-looking information.

(b) Hillyer does not provide any assurance or guarantee concerning the outcome of its engagement. Except for a success fee expressly provided for in the Agreement, Hillyer's fees are not contingent upon the results of the engagement.

Independent Contractor Status.
Hillyer Group is an independent contractor under this Agreement, and accordingly, this Agreement shall not be an employment agreement. No one on behalf of any ***Hillyer Group*** Party (as defined below), nor any employees, agents, or independent contractors thereof, shall be considered to be a director, officer, member, manager, partner, control person, employee, representative, agent, or insider of the University. ***Hillyer Group*** will have exclusive control over the management and operation of ***Hillyer Group***, including hiring and paying the wages or other compensation of its personnel. The ***Hillyer Group*** personnel that provide services to the University under this Agreement may also provide services to other past, present or future ***Hillyer Group*** clients. In addition, like other advisory firms, ***Hillyer Group*** may utilize the services of qualified independent project employees, who work under our direct supervision for us on an ad hoc basis as temporary employees, to assist ***Hillyer Group*** with its performance of its services pursuant to this Agreement. This arrangement enables us to reduce our overhead and provide cost-effective services to our clients, who benefit from this saving by our reasonable rate structure.

No Fiduciary Relationship.
Hillyer, John Hillyer, and all other Hillyer personnel shall provide the Services solely as independent contractors. Neither John Hillyer's designation as CRO nor the performance of the Services shall create an officer, director, trustee, employee, agency, or fiduciary relationship between the University and Hillyer, John Hillyer, or any other Hillyer personnel.

Indemnification and Limitation of Liability.
The University shall indemnify, defend and hold Hillyer and its officers, directors, shareholders, principals, employees, agents and representatives, as well as affiliates and successors of the foregoing (collectively, the "Hillyer Indemnified Parties") and its contract affiliates, harmless from and against any and all liabilities, losses, demands, penalties, actions, suits, costs and expenses (including, without limitation, reasonable attorney's fees and expenses), to which any of the foregoing may be subject or incur arising out of (i) the University's breach of this Agreement, (ii) the University's violation of applicable law; or (iii) the negligent or wrongful acts or omissions of the University or its personnel in connection with this Agreement.

Each indemnification obligation set forth herein shall apply only to third-party claims and shall not apply to direct claims between the parties arising from or relating to this Agreement.

As a condition to indemnification, the indemnified party shall promptly notify the indemnifying party of any claim, reasonably cooperate in the defense thereof, permit the indemnifying party to assume and control the defense with counsel reasonably satisfactory to the indemnified party, and refrain from settling any claim without the University's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

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Except for liability arising from fraud, willful misconduct, gross negligence, a party's indemnification obligations as set forth, above, or a breach of confidentiality obligations, the aggregate liability of either party arising out of or relating to this Agreement shall not exceed the total fees actually paid by University to Hillyer under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim. In no event shall either party be liable to the other for any consequential, incidental, indirect, special, exemplary, or punitive damages or for lost profits, loss of business opportunity, or diminution in value, except to the extent such damages are awarded to a third party in a claim subject to indemnification under this Agreement.

The obligations contained in this Section shall survive the expiration or termination of this Agreement for a period of two (2) years, except with respect to claims for which written notice has been provided prior to the expiration of such period.

To the fullest extent permitted by applicable law, neither Hillyer nor any of its affiliates, principals, employees, or representatives shall have responsibility or liability for any decision, action, omission, or failure to act by an individual furnished by Hillyer and appointed to serve as an officer of the University, when such individual is acting in that officer capacity; provided, however, that this provision shall not exclude liability that cannot lawfully be waived or limited.

Consent; Entire Agreement.
In any instance under this Agreement where a party's consent is permitted or required to be given, such consent shall not be withheld unreasonably. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the University and ***Hillyer Group*** with respect to such subject matter The parties agree that all terms of their agreement and understanding are embodied in this Agreement, and as modified or supplemented from time to time, but only if such modification or supplement Is both: (i) in writing, and (ii) signed by all parties. To the extent that any services outside the scope of this engagement are required or requested, the extent of these service, and the additional compensation to be paid to ***Hillyer Group*** for such services, shall be agreed upon prior to ***Hillyer Group*** beginning to perform such services.

Choice of Law/Forum.
The validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance\or breach, and related matters shall be governed by the internal laws of the State of ***Ohio*** (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance, or breach, or related matters shall be brought exclusively in the courts of the State of ***Ohio*** in the County of ***(Lucas)*** or of the United States of America for the ***United States District Court for the Northern District of Ohio***, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. ***HILLYER GROUP*** HEREBY AGREES, AND THE UNIVERSITY HEREBY AGREES ON ITS OWN BEHALF, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF EACH OTHER UNIVERSITY PARTY, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTER-CLAIM OR ACTION IN CONNECTION WITH, RELATING TO OR ARISING OUT OF ***HILLYER GROUP***'S ENGAGEMENT, ***HILLYER GROUP***'S PERFORMANCE

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THEREOF OR THIS AGREEMENT.

Multiple Originals.
This Agreement may be executed in any number of counterparts, each of which shall deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed facsimile signatures or signatures forwarded via email.

Client Information and Reliance.
Hillyer shall be entitled to rely upon the accuracy and completeness of information provided by the University or by third parties on the University's behalf without undertaking an independent audit or verification of such information. Notwithstanding the foregoing, Hillyer shall exercise reasonable professional care and judgment in performing the Services and shall not knowingly rely upon information that it knows, or reasonably should know, is materially inaccurate, incomplete, or misleading. Nothing in this Agreement shall relieve Hillyer of responsibility for its own negligence, gross negligence, willful misconduct, fraud, professional malpractice, or breach of this Agreement.

Conflicts of Interest.
Hillyer represents that, except as disclosed in writing prior to the Effective Date, it has no financial interest or other relationship that would materially impair its ability to provide independent advice to the University. Hillyer shall promptly disclose any actual or potential conflict of interest arising during the engagement. The University shall have the right to terminate this Agreement immediately if a material conflict cannot be resolved to the University's reasonable satisfaction.

Independent Contractor Responsibilities.
Hillyer is and shall remain an independent contractor. Hillyer shall be solely responsible for the payment of all compensation, wages, salaries, payroll taxes, employment taxes, unemployment taxes, workers' compensation premiums, employee benefits, insurance, and all other obligations relating to its employees, contractors, subcontractors, and representatives. Hillyer shall have exclusive responsibility for the direction, supervision, compensation, and control of its personnel and shall ensure that all such personnel comply with the terms of this Engagement Agreement and applicable law.

Board Authority and Approval.
Hillyer shall perform the Services subject to the oversight and direction of the Board. The Board shall retain ultimate decision-making authority concerning the University's wind-down and liquidation. Hillyer may advise the Board and implement decisions approved by the Board or otherwise authorized pursuant to resolutions, policies, budgets, or delegations of authority adopted by the Board.

Term and Termination.
Either the University or Hillyer may terminate this Agreement upon written notice to the other party. Notwithstanding termination, all provisions that by their nature are intended to continue after termination shall survive, including provisions concerning confidentiality, work product and reliance, indemnification, limitation of liability, payment obligations, governing law, and dispute resolution. Any outstanding fees, expenses, or other amounts owed to Hillyer shall be paid promptly upon receipt of Hillyer's final invoice, which Hillyer shall provide promptly following notice of termination.

Governing Law.

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The Engagement Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to conflicts of law.

Assignment.
Neither party may assign this Agreement without the prior written consent of the other party, except that the University may assign this Agreement in connection with a merger, sale of substantially all assets, or internal reorganization. The Engagement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective assigns, successors, and personal representatives, as their respective interests shall appear.

Amendments; Waiver.
This Engagement Agreement may be amended, modified, or supplemented only by a written instrument executed by authorized representatives of both parties. No waiver of any provision of this Engagement Agreement shall be effective unless set forth in a written instrument signed by the party against whom the waiver is sought to be enforced. No waiver of any breach shall constitute a waiver of any preceding, concurrent, or subsequent breach.

Complete Agreement.
This Engagement Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement regarding the subject matter hereof shall be deemed to exist or bind the parties hereto unless in writing and executed by Hillyer and the University.

EXHIBIT "C"

Hillyer Declaration

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

DECLARATION OF JOHN T. HILLYER IN SUPPORT OF MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF HILLYER GROUP, LLC UNDER SECTION 363 OF THE BANKRUPTCY CODE AND FOR PAYMENT OF CERTAIN FEES IN THE ORDINARY COURSE OF BUSINESS

JOHN T. HILLYER, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury as follows:

1. I am founding member and principal of Hillyer Group, LLC ("**Hillyer Group**"), a business advisory firm with offices at 3002 Overlook Road, Silver Lake, Ohio 44224.

2. I submit this declaration on behalf of Hillyer Group (the "**Declaration**") in support of the motion (the "**Motion**") of Lourdes University and Lourdes Properties, LLC, the debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. § 101 et seq., (the "**Bankruptcy Code**"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 9013-1 of the Local Bankruptcy Rules for the Northern District of Ohio (the "**Local Rules**") for entry of an order approving the retention of Hillyer Group, LLC as chief restructuring officer (the "**CRO**").

[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.

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information which is disclosed herein requires amendment or modification upon Hillyer Group's completion of further review or as additional information becomes available to it, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

4. The Debtors remain in possession of their property and continue in the operation and management of their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. The Debtors determined to engage Hillyer Group, LLC as the CRO shortly before the Petition Date. As of then, almost all employees had been terminated and there was a need for someone to step in and offer support. As a result of those discussions, the Debtors and Hillyer Group entered into an engagement agreement dated July 31, 2026 (the "**Engagement Agreement**"). A copy of the Engagement Agreement is attached hereto as Exhibit "1". Pursuant to the Engagement Agreement, the Debtors paid Hillyer Group a retainer of $75,000 (the "**Retainer**"), $10,947 of which was applied to fees incurred prior to the filing of the petition, leaving no pe-petition fees due and owing, and $64,053 which will be held and applied against Hillyer Group's final invoice and any other unpaid fees and reimbursable expenses.

6. In accordance with the Engagement Agreement, Hillyer Group will be compensated on an hourly basis and I will bill at the rate of $445 per hour. Managers will bill at $425 per hour, and support staff will bill at rates ranging from $300 to $370 per hour. Travel time will be billed at 50% of the applicable hourly rate. The Engagement Agreement provides that Hiller Group's fees and expenses will be paid on a monthly basis at the rates set forth in the Engagement Agreement, and in accordance with the DIP Budget.

7. At the time of the filing of the petition, certain financial services were being wound down by the firm of Geri Gregor, CPAS PLLC ("**Gregor**"), the Debtors' fractional CFO. Hillyer Group determined that its team could benefit by the institutional knowledge of Gregor, the knowledge of the Debtors' operations, and their financial documents and many of the issues that may arise in the bankruptcy case. Thus, Hillyer Group hired certain members of the team at Gregor to work for Hillyer Group as independent contractors as of September 1, 2026. Payments will not be made by the Debtors to both Hillyer Group and Gregor; rather, all invoices will be sent by, and all payments will be received by, the Hillyer Group, and Hillyer will pay Gregor as they pay any other employee or independent contractor. Therefore, the proposed retention of Hillyer Group as an ordinary course professional includes the services that will be rendered by any of the employees of Gregor.

8. To the best of my knowledge, formed after reasonable inquiry, neither I nor any other member, associate, or other professional of Hillyer Group holds any claims against the Debtors or represents any interest adverse to the above-captioned estates.

9. Neither I, nor any other member, associate, or other professional of Hillyer Group, as far as I have been able to ascertain, has any connection with the Debtors, their creditors, the United States Trustee, or any person employed in the Office of the Unites States Trustee, or any other party with an actual or potential interest in these Chapter 11 cases or their respective attorneys, accountants or other professionals, other than as set forth herein.

10. In connection with its proposed retention by the Debtors in these cases, Hillyer Group has researched its client and conflict database to determine whether it has or had any relationships that would create a conflict of interest, including the following:

(a) the Debtors and their officers and board of trustees;

(b) the Debtors' 20 largest unsecured creditors;

(c) parties in significant litigation with the Debtors;

(d) the Debtors' pre-petition secured lenders;

(e) parties that are counterparties to various agreements, including leases, licenses and other contracts with the Debtors;

(f) the professionals that the Debtors have sought or will seek to employ in the Chapter 11 cases;

(g) the U.S. Trustee for Region 9, and all personnel in the U.S. Trustee office in the Northern District of Ohio;

(h) the general creditor body; and

(i) any clients and employees of the Gregor firm.

11. As a result of the research performed, Hillyer Group makes the following disclosures:

(a) The Debtors, and the Debtors' Board of Trustees: To the best of my knowledge, formed after reasonable inquiry, neither Hillyer Group nor any member, associate or professional thereof is related to the Debtors or its Board of Trustees. However, Hillyer Group has provided services to the Debtors prior to the filing of the petitions in connection with operational oversight and financial restructuring, in preparation for the filing of the cases.

(b) The Debtors' Twenty (20) Largest Unsecured Creditors: To the best of my knowledge, formed after reasonable inquiry, neither Hillyer Group nor any member, associate or professional thereof has provided services to the Debtors' twenty (20) largest unsecured creditors.

(c) The Debtors' Pre-Petition Secured Lenders: To the best of my knowledge, formed after reasonable inquiry, neither Hillyer Group nor any member, associate or professional thereof has provided services to the Debtors' pre-petition lenders.

(d) Parties in Significant Litigation with the Debtors: To the best of my knowledge, formed after reasonable inquiry, Hillyer Group has not provided services to any other entity that is or was in litigation, as of the date of this Declaration, with the Debtors.

(e) Counterparties to Various Agreements with the Debtors: To the best of my knowledge, formed after reasonable inquiry, Hillyer Group has not provided services to any entity that is a counter party to any agreement with the Debtors.

(f) The Professionals Retained or to be Retained in the Chapter 11 Cases: To the best of my knowledge, formed after reasonable inquiry, Hillyer Group has not provided services to any professional which the Debtors may seek to retain.

(g) U.S. Trustee for Region 9. To the best of my knowledge, formed after reasonable inquiry, neither Hillyer Group nor any member, associate, or other professionals thereof is related to or has represented any personnel in the Office of the U.S. Trustee for Region 9 and for the Northern District of Ohio.

(h) General Creditor Body. Hillyer Group has no conflict with any of the Debtors' creditors. If by chance any of the creditors have been involved in any matters in which Hillyer Group has consulted, it was unrelated to the Debtors and these cases.

(i) Gregor: To the best of my knowledge, formed after reasonable inquiry, Hillyer Group has not provided services or otherwise has any connection to Gregor, its employees, or its clientele, in any capacity.

12. The proposed employment of Hillyer Group is not prohibited by or improper under Bankruptcy Rule 5002. I am not related, and to the best of my knowledge, no employee of Hillyer Group is related, to any United States Bankruptcy Judge or District Court Judge for the Northern District of Ohio.

I so declare under penalty of perjury this 15 day of September, 2026.

/s/
John T. Hillyer

Exhibit "1"

Engagement Agreement

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July 31, 2026

Lourdes University
6832 Convent Blvd
Sylvania, OH 43560
Attn. Board of Directors and Executive Officers.

SUBJECT: Engagement Agreement for Chief Restructuring Officer

Ladies and Gentlemen:

Thank you for considering engaging John T. Hillyer of Hillyer Group, LLC. ("Hillyer Group") as the Chief Restructuring Officer ("CRO") position with Lourdes University and its affiliate, Lourdes Properties LLC (collectively, the "University"). When signed, this engagement letter (the " Agreement") sets forth the parties' agreement of the objectives of the engagement, the scope of the services to be provided by Hillyer (the "Services"), and the compensation and fee arrangements applicable to the engagement (the "Fee Structure"). This Agreement, together with Hillyer's Standard Terms and Conditions, which are incorporated herein by this reference and made a part of this Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof.

Hillyer shall serve as CRO of the University to provide the services (the "Services") specified below. In that capacity, Hillyer will work directly with Jonnie Hodges, the Board Chair ("Chair") of the University, officers of the University, employees of the University, and the University's counsel.

To assist the University in successfully completing its wind-down, the University desires that Hillyer Group provide a Chief Restructuring Officer. Upon execution of this engagement letter and adoption of an appropriate resolution by the University's Board of Trustees (the "Board"), John Hillyer will assume the role of Chief Restructuring Officer (the "CRO") and shall serve in that capacity subject to the oversight, guidance, control, and direction of the Board. The designation of John Hillyer as CRO is a functional title describing the Services to be provided under this Agreement and shall not constitute his appointment as a corporate officer, employee, trustee, or director of the University.Hillyer Group may also provide such additional personnel and staffing as the CRO may from time to time reasonably determine to be necessary or appropriate in connection with the Services.

The CRO and the Hillyer Group, as well as all employees of Hillyer providing services in this matter, shall receive the benefit of the indemnification, exculpation, advancement-of-expenses, and insurance protections provided under this engagement letter, the University's governing documents, applicable law, and the University's directors' and officers' liability insurance policies. Such protections and the terms of the applicable insurance coverage shall be subject to review and acceptance by Hillyer Group. The University shall use commercially reasonable efforts to renew or replace such policy, without any material reduction in coverage applicable to the CRO or any additional officers furnished by Hillyer. If the University is unable to obtain or maintain such coverage on terms reasonably acceptable to Hillyer, the University shall reimburse Hillyer for the reasonable cost of obtaining separate directors' and officers' liability insurance covering Hillyer and the officers furnished by it in connection with this engagement

The Services to be provided by Hillyer may include the following:

A. Assisting in the preparation, development, and maintenance of cash-flow forecasts, operating budgets, wind-down budgets, and related financial reporting;

B. Evaluating the University's wind-down, restructuring, financing, and asset-disposition alternatives, including the anticipated cash requirements and potential recoveries associated with each alternative;

C. Assisting in the development, implementation, and administration of the University's orderly wind-down and liquidation plan;

D. Monitoring the University's liquidity, receipts, disbursements, accounts payable, contractual obligations, and other financial and operational matters;

E. Assisting the University in identifying, preserving, managing, marketing, and disposing of its real and personal property, subject to applicable law, required approvals, and the separate compensation provisions applicable to real-estate transactions;

F. Overseeing or assisting with any process for the sale or other disposition of the University's assets;

G. Facilitating and supporting communications and negotiations with the University's secured lenders, bondholders, governmental authorities, employees, vendors, creditors, donors, contractual counterparties, prospective purchasers, and other parties in interest;

H. Assisting in the review, reconciliation, negotiation, and resolution of claims asserted against the University;

I. Coordinating with the University's legal counsel, accountants, real-estate professionals, and other retained advisors to promote efficiency and avoid unnecessary duplication of effort;

J. Reporting regularly to the Chair and the University's Board of Trustees (the "Board") regarding the University's financial condition, wind-down activities, asset-disposition efforts, and other material developments; and

K. Performing such other restructuring, wind-down, financial, operational, and administrative tasks as may be appropriate and reasonably requested by the Chair, the Board, or the University's counsel.

It is Hillyer's understanding that the University will be filing for relief (the "Bankruptcy Case") under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").As a result, the Services may also include:

1. Assisting the University and its counsel with the preparation of first-day pleadings, financing and cash-collateral motions, sale motions, operating reports, schedules, statements, and other required filings, and shall be responsible for all draw requests that will be made under the University's proposed Debtor-in-Possession financing;

2. Assisting the University in complying with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, applicable local rules, and the requirements of the Office of the United States Trustee;

3. Overseeing or assisting with the development and implementation of an orderly liquidation, a Chapter 11 plan, a sale under section 363 of the Bankruptcy Code, or another court-approved restructuring or disposition process;

4. Consulting and negotiating with secured lenders, bondholders, statutory committees, governmental authorities, creditors, prospective purchasers, and other parties in interest;

5. Assisting with debtor-in-possession financing, the use of cash collateral, asset sales, claims reconciliation, and distributions to creditors and other stakeholders;

6. Participating in meetings, depositions, and court hearings; and

7. Providing declarations or testimony when reasonably required in connection with the University's Chapter 11 case.

In performing the Services, Hillyer shall regularly communicate with and report to the Chair and the Board regarding material developments and matters requiring Board consideration or approval. Hillyer shall furnish the Chair and the Board with reasonably requested financial and operational information available to Hillyer and, when appropriately authorized by the University, shall furnish such information to the University's lenders and other parties in interest. Hillyer shall work cooperatively with the University's officers, employees, counsel, and other retained professionals to ensure that the Services are performed efficiently and without unnecessary duplication of effort.

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RETAINER, FEES AND DIRECT EXPENSES

Upon execution of this engagement letter, the University shall pay Hillyer Group a retainer in the amount of $75,000. The Retainer and subsequent payments may be made by wire transfer pursuant to the payment instructions separately provided by Hillyer. The retainer shall be held and applied against Hillyer Group's final invoice and any other unpaid fees and reimbursable expenses. Hillyer will bill the University for the Services provided at the following hourly rates and my billing will be at the Principal rate:

Title	**Hourly Rates**
Principals	$445
Managers	$425
Support Staff	$370 - $300

Hillyer Group will endeavor to perform the Services in an expeditious and comprehensive manner. Hillyer Group's ability to do so will depend, in part, upon the quality, sophistication, and availability of the University's existing systems, personnel, processes, and reporting procedures, as well as the University's timely provision of complete and accurate financial, operational, and other information in the format reasonably requested by Hillyer Group.

Travel time will be billed at fifty percent (50%) of the applicable hourly rate. Hillyer Group's hourly rates are subject to periodic revision upon written notice to the University. Hillyer Group does not provide any assurance or guarantee regarding the outcome of the Services, and except for any expressly agreed-upon success fee, Hillyer Group's fees are not contingent upon the results of its work.

If the University requests services outside the scope of this engagement, Hillyer Group and the University will agree in writing upon the scope of such additional services and the compensation applicable thereto before Hillyer Group begins performing such services. Any such additional services will be subject to an appropriate written amendment to this engagement letter.

Bills shall be subject to Bankruptcy Court approval and shall be due upon presentment. Payment will be made subject to the Budget. The professional time and effort required to provide the Services is dependent upon the data availability, data integrity and staffing accessibility. We have developed a reputation for successfully working with middle market privately owned companies and are very accustomed to managing fees for maximum effectiveness by utilizing client resources whenever possible and appropriate.

BANKRUPTCY COURT APPROVAL

Hillyer understands that the University will be the Bankruptcy Case. Hillyer acknowledges and agrees that this Agreement is subject to Bankruptcy Court approval; and that Hillyer will be paid on a monthly basis as will be contained in the budget to be approved pursuant to the DIP Financing, unless the Court orders otherwise,

All notices, requests, consents, demands, and other formal communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when: (a) delivered personally; (b) sent by nationally recognized overnight delivery service, with charges prepaid; or (c) sent by certified or registered United States mail, return receipt requested and postage prepaid. Notices to Hillyer shall be addressed as follows, or to such other address as Hillyer may designate by written notice:

Hillyer Group, LLC.
3002 Overlook Road
Silver Lake, Ohio 44224

Notices to the University shall be delivered to the address specified in the signature block, with a copy to the University's legal counsel at the address designated in writing by the University.

We look forward to working with you on this engagement.

I have read the Engagement Agreement and the Attached Standard Terms and Conditions for Engagement Agreement and in retaining Hillyer agree to all provisions set forth in both documents.

Hillyer Group, LLC

By: ______________________
John T. Hillyer
Chief Executive Officer

Lourdes University

DocuSigned by:
By: ______________________
98A374E466BD4CF...
Johnnie Hodges
Board Chair

STANDARD TERMS AND CONDITIONS FOR ENGAGEMENT AGREEMENT

The following Standard Terms and Conditions apply to the Engagement Agreement dated July 31, 2026, between and among **Hillyer Group, LLC.** ("Hillyer") and Lourdes University (the **"**University**"**) to which this document is attached: **-**

Standard of Care and Duty of Loyalty.
Hillyer represents and warrants that it shall perform the Services in a professional, diligent and workman like manner, consistently with generally accepted industry standards and in compliance with all federal, states, and local laws, rules and regulations. Hillyer acknowledges that, in performing the Services as Chief Restructuring Officer, it shall act in the best interests of the University and its constituent parties, consistent with the fiduciary duties owed, and shall not place the individual interest of any lender, creditor, purchaser, investor, or other third party ahead of the interests of the University unless required by applicable law or expressly authorized in writing by the University.

Confidential Information.

(a) Hillyer shall not publicly disclose Confidential Information and shall use Confidential Information solely in connection with the performance of the Services under the Agreement. "Confidential Information" means nonpublic information furnished to Hillyer by or on behalf of the University, including information furnished by the University's trustees, officers, employees, representatives, professionals, or agents, and information obtained by Hillyer through its inspection or review of the University's property, books, records, systems, or operations in connection with the Agreement.

(b) Confidential Information does not include information that: (i) is or subsequently becomes publicly available other than through a breach of the Agreement by Hillyer; (ii) was lawfully known to Hillyer before its disclosure by the University; (iii) becomes lawfully available to Hillyer on a nonconfidential basis from a source other than the University, provided that Hillyer does not know such source to be prohibited from disclosing the information; (iv) is independently developed by Hillyer without the use of Confidential Information; (v) the University authorizes Hillyer in writing to disclose; (vi) is reasonably

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necessary to disclose in connection with Hillyer's performance of the Services; or (vii) Hillyer reasonably determines, upon advice of counsel, must be disclosed under applicable law or judicial, regulatory, administrative, or bankruptcy-court process.

(c) Hillyer may disclose Confidential Information to its officers, employees, independent contractors, attorneys, accountants, consultants, prospective purchasers, lenders, creditors, and other persons when reasonably necessary in connection with the performance of the Services, provided that such disclosure is consistent with Hillyer's obligations under the Agreement. Hillyer may also disclose Confidential Information in connection with any dispute arising from or relating to the Agreement.

If Hillyer receives an order, subpoena, or other legal process requiring the production of Confidential Information, Hillyer shall, unless prohibited by applicable law and to the extent reasonably practicable, provide the University with prompt notice. At the University's request and expense, Hillyer shall reasonably cooperate with the University's efforts to protect the confidentiality of such information, provided that such cooperation does not prevent Hillyer from complying with applicable law or the advice of its counsel.

(d) Hillyer may identify the University as a client in its internal records and, following public disclosure of Hillyer's engagement, in customary client and experience listings. Hillyer shall not otherwise use the University's name or disclose Confidential Information for marketing purposes without the University's prior written consent.

No Third-Party Beneficiaries; Use of Work Product.
Except for the Hillyer Parties entitled to the benefit of the indemnification, exculpation, insurance, and limitation-of-liability provisions of the Agreement, there are no third-party beneficiaries of the Agreement.

Hillyer is acting as an independent contractor with duties owing solely to the University. All reports, analyses, projections, recommendations, and other work product prepared by Hillyer in connection with the Agreement are intended for the University's use in connection with its wind-down, restructuring, potential bankruptcy case, negotiations with creditors, and disposition of assets.

The University may provide such work product to its Board, officers, employees, counsel, accountants, lenders, creditors, governmental authorities, the Office of the United States Trustee, the Bankruptcy Court, prospective purchasers, and other parties in interest when reasonably necessary in connection with those activities. No other person may rely upon Hillyer's work product without Hillyer's prior written consent. Hillyer shall have no responsibility or liability arising from an unauthorized use, disclosure, or reliance upon its work product.

Nothing in this Section prohibits disclosure of Hillyer's engagement or work product when required by applicable law, court order, regulatory process, or filings made in connection with a bankruptcy case.

Future Performance.
(a) The Services may include recommendations, projections, forecasts, budgets, estimates, and other forward-looking information. The University acknowledges that actual financial and operational results may be

affected by events and circumstances beyond Hillyer's control and may differ materially from such recommendations, projections, forecasts, budgets, estimates, or other forward-looking information.

(b) Hillyer does not provide any assurance or guarantee concerning the outcome of its engagement. Except for a success fee expressly provided for in the Agreement, Hillyer's fees are not contingent upon the results of the engagement.

Independent Contractor Status.
Hillyer Group is an independent contractor under this Agreement, and accordingly, this Agreement shall not be an employment agreement. No one on behalf of any ***Hillyer Group*** Party (as defined below), nor any employees, agents, or independent contractors thereof, shall be considered to be a director, officer, member, manager, partner, control person, employee, representative, agent, or insider of the University. ***Hillyer Group*** will have exclusive control over the management and operation of ***Hillyer Group***, including hiring and paying the wages or other compensation of its personnel. The ***Hillyer Group*** personnel that provide services to the University under this Agreement may also provide services to other past, present or future ***Hillyer Group*** clients. In addition, like other advisory firms, ***Hillyer Group*** may utilize the services of qualified independent project employees, who work under our direct supervision for us on an ad hoc basis as temporary employees, to assist ***Hillyer Group*** with its performance of its services pursuant to this Agreement. This arrangement enables us to reduce our overhead and provide cost-effective services to our clients, who benefit from this saving by our reasonable rate structure.

No Fiduciary Relationship.
Hillyer, John Hillyer, and all other Hillyer personnel shall provide the Services solely as independent contractors. Neither John Hillyer's designation as CRO nor the performance of the Services shall create an officer, director, trustee, employee, agency, or fiduciary relationship between the University and Hillyer, John Hillyer, or any other Hillyer personnel.

Indemnification and Limitation of Liability.
The University shall indemnify, defend and hold Hillyer and its officers, directors, shareholders, principals, employees, agents and representatives, as well as affiliates and successors of the foregoing (collectively, the "Hillyer Indemnified Parties") and its contract affiliates, harmless from and against any and all liabilities, losses, demands, penalties, actions, suits, costs and expenses (including, without limitation, reasonable attorney's fees and expenses), to which any of the foregoing may be subject or incur arising out of (i) the University's breach of this Agreement, (ii) the University's violation of applicable law; or (iii) the negligent or wrongful acts or omissions of the University or its personnel in connection with this Agreement.

Each indemnification obligation set forth herein shall apply only to third-party claims and shall not apply to direct claims between the parties arising from or relating to this Agreement.

As a condition to indemnification, the indemnified party shall promptly notify the indemnifying party of any claim, reasonably cooperate in the defense thereof, permit the indemnifying party to assume and control the defense with counsel reasonably satisfactory to the indemnified party, and refrain from settling any claim without the University's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

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Except for liability arising from fraud, willful misconduct, gross negligence, a party's indemnification obligations as set forth, above, or a breach of confidentiality obligations, the aggregate liability of either party arising out of or relating to this Agreement shall not exceed the total fees actually paid by University to Hillyer under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim. In no event shall either party be liable to the other for any consequential, incidental, indirect, special, exemplary, or punitive damages or for lost profits, loss of business opportunity, or diminution in value, except to the extent such damages are awarded to a third party in a claim subject to indemnification under this Agreement.

The obligations contained in this Section shall survive the expiration or termination of this Agreement for a period of two (2) years, except with respect to claims for which written notice has been provided prior to the expiration of such period.

To the fullest extent permitted by applicable law, neither Hillyer nor any of its affiliates, principals, employees, or representatives shall have responsibility or liability for any decision, action, omission, or failure to act by an individual furnished by Hillyer and appointed to serve as an officer of the University, when such individual is acting in that officer capacity; provided, however, that this provision shall not exclude liability that cannot lawfully be waived or limited.

Consent; Entire Agreement.
In any instance under this Agreement where a party's consent is permitted or required to be given, such consent shall not be withheld unreasonably. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the University and ***Hillyer Group*** with respect to such subject matter The parties agree that all terms of their agreement and understanding are embodied in this Agreement, and as modified or supplemented from time to time, but only if such modification or supplement Is both: (i) in writing, and (ii) signed by all parties. To the extent that any services outside the scope of this engagement are required or requested, the extent of these service, and the additional compensation to be paid to ***Hillyer Group*** for such services, shall be agreed upon prior to ***Hillyer Group*** beginning to perform such services.

Choice of Law/Forum.
The validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance\or breach, and related matters shall be governed by the internal laws of the State of ***Ohio*** (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance, or breach, or related matters shall be brought exclusively in the courts of the State of ***Ohio*** in the County of (***Lucas)*** or of the United States of America for the ***United States District Court for the Northern District of Ohio***, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. ***HILLYER GROUP*** HEREBY AGREES, AND THE UNIVERSITY HEREBY AGREES ON ITS OWN BEHALF, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF EACH OTHER UNIVERSITY PARTY, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTER-CLAIM OR ACTION IN CONNECTION WITH, RELATING TO OR ARISING OUT OF ***HILLYER GROUP***'S ENGAGEMENT, ***HILLYER GROUP***'S PERFORMANCE

THEREOF OR THIS AGREEMENT.

Multiple Originals.
This Agreement may be executed in any number of counterparts, each of which shall deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed facsimile signatures or signatures forwarded via email.

Client Information and Reliance.
Hillyer shall be entitled to rely upon the accuracy and completeness of information provided by the University or by third parties on the University's behalf without undertaking an independent audit or verification of such information. Notwithstanding the foregoing, Hillyer shall exercise reasonable professional care and judgment in performing the Services and shall not knowingly rely upon information that it knows, or reasonably should know, is materially inaccurate, incomplete, or misleading. Nothing in this Agreement shall relieve Hillyer of responsibility for its own negligence, gross negligence, willful misconduct, fraud, professional malpractice, or breach of this Agreement.

Conflicts of Interest.
Hillyer represents that, except as disclosed in writing prior to the Effective Date, it has no financial interest or other relationship that would materially impair its ability to provide independent advice to the University. Hillyer shall promptly disclose any actual or potential conflict of interest arising during the engagement. The University shall have the right to terminate this Agreement immediately if a material conflict cannot be resolved to the University's reasonable satisfaction.

Independent Contractor Responsibilities.
Hillyer is and shall remain an independent contractor. Hillyer shall be solely responsible for the payment of all compensation, wages, salaries, payroll taxes, employment taxes, unemployment taxes, workers' compensation premiums, employee benefits, insurance, and all other obligations relating to its employees, contractors, subcontractors, and representatives. Hillyer shall have exclusive responsibility for the direction, supervision, compensation, and control of its personnel and shall ensure that all such personnel comply with the terms of this Engagement Agreement and applicable law.

Board Authority and Approval.
Hillyer shall perform the Services subject to the oversight and direction of the Board. The Board shall retain ultimate decision-making authority concerning the University's wind-down and liquidation. Hillyer may advise the Board and implement decisions approved by the Board or otherwise authorized pursuant to resolutions, policies, budgets, or delegations of authority adopted by the Board.

Term and Termination.
Either the University or Hillyer may terminate this Agreement upon written notice to the other party. Notwithstanding termination, all provisions that by their nature are intended to continue after termination shall survive, including provisions concerning confidentiality, work product and reliance, indemnification, limitation of liability, payment obligations, governing law, and dispute resolution. Any outstanding fees, expenses, or other amounts owed to Hillyer shall be paid promptly upon receipt of Hillyer's final invoice, which Hillyer shall provide promptly following notice of termination.

Governing Law.

The Engagement Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to conflicts of law.

Assignment.
Neither party may assign this Agreement without the prior written consent of the other party, except that the University may assign this Agreement in connection with a merger, sale of substantially all assets, or internal reorganization. The Engagement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective assigns, successors, and personal representatives, as their respective interests shall appear.

Amendments; Waiver.
This Engagement Agreement may be amended, modified, or supplemented only by a written instrument executed by authorized representatives of both parties. No waiver of any provision of this Engagement Agreement shall be effective unless set forth in a written instrument signed by the party against whom the waiver is sought to be enforced. No waiver of any breach shall constitute a waiver of any preceding, concurrent, or subsequent breach.

Complete Agreement.
This Engagement Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement regarding the subject matter hereof shall be deemed to exist or bind the parties hereto unless in writing and executed by Hillyer and the University.

<u>EXHIBIT "D"</u>

Gregor Declaration

36750379

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

DECLARATION OF GERI A. GREGOR IN SUPPORT OF MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF HILLYER GROUP LLC UNDER SECTION 105(a) AND 363 OF THE BANKRUPTCY CODE AND FOR PAYMENT OF CERTAIN FEES IN THE ORDINARY COURSE OF BUSINESS

GERI A. GREGOR, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury as follows:

1. I am the founding member of Geri A. Gregor, CPAS, PLLC ("**Gregor**"), an accounting and financial consulting firm with offices at 65 East Olive Street, Long Beach, New York 11561.

2. I submit this declaration on behalf of Gregor (the "**Declaration**") in support of the motion (the "**Motion**") of Lourdes University and Lourdes Properties, LLC, the debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. § 101 et seq., (the "**Bankruptcy Code**"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 9013-1 of the Local Bankruptcy Rules for the Northern District of Ohio (the "**Local Rules**") for entry of an order approving the engagement of Hillyer Group, LLC ("**Hillyer Group**") as chief restructuring officer (the "**CRO**") and for other 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.

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information which is disclosed herein requires amendment or modification, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

4. The Debtors remain in possession of their property and continue in the operation and management of their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. At the time of the filing of the petition, certain financial services for the Debtors were being wound down by Gregor, acting as the Debtors' fractional CFO. At the same time, Hillyer Group was engaged to act as the Debtors' CRO. On the Petition Date, Gregor began transitioning all financial matters to Hillyer Group. In the midst of that transition, Hillyer Group has determined that its team could benefit by our team's institutional knowledge, knowledge of the Debtors' operations and knowledge of the Debtors' financial documents, and many of the issues that may arise in the bankruptcy case. Thus, Hillyer Group hired certain members of the team at Gregor to work for Hillyer Group as independent contractors as of September 1, 2026.

6. Gregor will not be paid by the Debtors for services it renders as part of the Hillyer team; rather, all invoices will be sent by, and all payments shall be received by, the Hillyer Group, and Hillyer will pay Gregor as they pay any other employee or independent contractor. Therefore, the proposed retention of Hillyer Group as CRO will include the services that will be rendered by any of the employees of Gregor brought onto the Hilyer team.

7. To the best of my knowledge, formed after reasonable inquiry, neither I nor any other member, associate, or other professional of Gregor holds any claims against the Debtors or represents any interest adverse to the above-captioned estates.

8. Neither I, nor any other member, associate, or other professional of Gregor, as far as I have been able to ascertain, has any connection with the Debtors, their creditors, the United States Trustee, or any person employed in the Office of the Unites States Trustee, or any other party with an actual or potential interest in these Chapter 11 cases or their respective attorneys, accountants or other professionals, other than as set forth herein.

9. In connection with its proposed retention by the Debtors in these cases, Gregor has researched its client and conflict database to determine whether it has or had any relationships that would create a conflict of interest, including the following:

(a) the Debtors and their officers and board of trustees;

(b) the Debtors' 20 largest unsecured creditors;

(c) parties in significant litigation with the Debtors;

(d) the Debtors' pre-petition secured lenders;

(e) parties that are counterparties to various agreements, including leases, licenses and other contracts with the Debtors;

(f) the professionals that the Debtors have sought or will seek to employ in the Chapter 11 cases;;

(g) the U.S. Trustee for Region 9, and all personnel in the U.S. Trustee office in the Northern District of Ohio;

(h) the general creditor body; and

(i) any clients and employees of the Hillyer Group.

10. As a result of the research performed, Gregor makes the following disclosures:

(a) The Debtors, and the Debtors' Board of Trustees: To the best of my knowledge, formed after reasonable inquiry, neither Gregor nor any member, associate or professional thereof is related to the Debtors or its Board of Trustees. However, Gregor has provided services to the Debtors prior to the filing of the petitions in connection with financial and accounting services and in preparation for the filing of the cases.

(b) The Debtors' Twenty (20) Largest Unsecured Creditors: To the best of my knowledge, formed after reasonable inquiry, neither Gregor nor any member, associate or professional thereof has provided services to the Debtors' twenty (20) largest unsecured creditors.

(c) The Debtors' Pre-Petition Secured Lenders: To the best of my knowledge, formed after reasonable inquiry, neither Gregor nor any member, associate or professional thereof has provided services to the Debtors' pre-petition lenders.

(d) Parties in Significant Litigation with the Debtors: To the best of my knowledge, formed after reasonable inquiry, Gregor has not provided services to any other entity that is or was in litigation, as of the date of this Declaration, with the Debtors.

(e) Counterparties to Various Agreements with the Debtors: To the best of my knowledge, formed after reasonable inquiry, Gregor has not provided services to any entity that is a counter party to any agreement with the Debtors.

(f) The Professionals Retained or to be Retained in the Chapter 11 Cases: To the best of my knowledge, formed after reasonable inquiry, Gregor does not have a relationship with or provided services to any professional which the Debtors may seek to retain, except that Cullen & Dykman and Geri Gregor CPAs have both been retained as professionals in some of the same cases in the past, which had nothing to do with the Debtors' cases.

(g) U.S. Trustee for Region 9. To the best of my knowledge, formed after reasonable inquiry, neither Gregor nor any member, associate, or other professionals thereof is related to or has represented any personnel in the Office of the U.S. Trustee for Region 9 and for the Northern District of Ohio.

(h) General Creditor Body. Gregor has no conflict with any of the Debtors' creditors. If by chance any of the creditors have been involved in any matters in which Gregor has consulted, it was unrelated to the Debtors and these cases.

(i) Hillyer Group: To the best of my knowledge, formed after reasonable inquiry, Gregor has not provided services to or otherwise has any connection with Hillyer Group, its employees, or its clientele, in any capacity.

11. The proposed employment of Gregor is not prohibited by or improper under Bankruptcy Rule 5002. I am not related, and to the best of my knowledge, no employee of Gregor is related, to any United States Bankruptcy Judge or District Court Judge for the Northern District of Ohio.

12. In addition, the Motion requests that Gregor be paid for its services between the Petition Date and August 31, 2026, in the ordinary course of business. Prior to the Petition Date, Gregor received a retainer of $15,000.00 from the Debtors, of which $6,232.00 was applied to pre-petition services, leaving no amounts due for pre-petition fees and expenses. Between the Petition Date and August 31, 2026, Gregor incurred $12,474.00 in fees and expenses (the "**Interim Fees**"). Thus, in addition to the approval of the Engagement Agreement, the Motion also requests that this sum be paid to Gregor, to be first paid from the remaining retainer amount of $8,768.00 and then from the DIP Budget in the ordinary course of business in the manner set forth in the Motion. Given the amount at issue, I believe that the time it would take to prepare a retention application for Gregor as well as a fee application will exceed the amount remaining to be paid to Gregor. I therefore believe that the payment of the Interim Fees in the ordinary course of business is in the best interest of the estates.

I so declare under penalty of perjury this 15th day of September, 2026.

Geri A. Gregor

Geri A. Gregor