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

IN RE:	)	Case No. 26-31894
	)	
LOURDES UNIVERSITY,	)	CHAPTER 11
	)	
Debtor-in-Possession.	)	Judge Mary Ann Whipple

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DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (A) AUTHORIZING THE DEBTORS TO OBTAIN POST-PETITION FINANCING, (B) AUTHORIZING THE USE OF CASH COLLATERAL, (C) GRANTING ADEQUATE PROTECTION, (D) SCHEDULING A FINAL HEARING, AND (E) GRANTING RELATED RELIEF

Lourdes University (the "Lourdes University") and Lourdes Properties, LLC ("Lourdes Properties", and together with Lourdes University, the "Debtors"), the above-captioned debtors and debtors-in-possession, by and through their proposed undersigned counsel, hereby submit this motion (the "Motion") for entry of interim and final orders, substantially in the forms annexed hereto as **Exhibit A** (the "Interim Order") and **Exhibit B** (the "Final Order") (to be filed at a later date), pursuant to sections 105, 361, 362, 363, and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9013-1 of the Local Bankruptcy Rules of the Northern District of Ohio (the "Local Rules"), (a) authorizing the Debtors to obtain post-petition financing (the "DIP Facility")[1] from the Sisters of St. Francis of Sylvania, Ohio (in its capacity as lender under the DIP Facility, the "DIP Lender") pursuant to the terms of a term sheet dated August 10, 2026 annexed hereto as **Exhibit C** (the "DIP Term Sheet"), the proposed budget (the "Budget") annexed to the DIP Term Sheet, and any other documents executed in connection with the DIP Facility (collectively, the "DIP Documents"); (b) authorizing the Debtors to use Cash Collateral (defined below); (c) granting adequate protection to the Sisters of St. Francis of Sylvania Ohio in their capacity as prepetition secured lender (the "SOSF Pre-Petition Lender") and the Pre-Petition Institutional Lenders (defined below); (d) scheduling a final hearing on this Motion; and (e) granting related relief. In support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. The statutory predicates for the relief sought herein are sections 105(a), 361, 362 and 364 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, and 9014 and Local Rule 9013-1.

BACKGROUND

3. On August 10, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (these "Chapter 11 Cases") in the United States Bankruptcy Court for the Northern District of Ohio, Western Division (this "Court").

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[1] Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Term Sheet.

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

5. A Motion for Joint Administration of these Chapter 11 Cases was filed on the Petition Date.

6. No official committee of unsecured creditors (a "Committee") has been appointed by the Office of the United States Trustee for the Northern District of Ohio (the "U.S. Trustee") in these Chapter 11 Cases.

7. Lourdes University, an Ohio nonprofit corporation (the "University"), has been a sponsored ministry of the Sisters of St. Francis Sylvania, Ohio ("SOSF") for the past 68 years. The University began as a Junior College, eventually becoming a College and later a University. Over the past ten years, the University has struggled financially and survived only by increasingly large financial contributions and loans from the SOSF. As the Sisters themselves have aged and their community has diminished in number, this financial burden has become untenable. Accordingly, Lourdes University is in the process of closing, and its insolvency cannot be mitigated or addressed other than through bankruptcy proceedings.

8. A full background of the events leading up to the filing of these cases is set forth in the Declaration of Sister Nancy Linenkugel, OSF, DM filed on the Petition Date, and is incorporated herein by reference.

A. Secured Debt of the SOSF Pre-Petition Lender

9. Debtor Lourdes University executed a note (the "SOSF Pre-Petition Line of Credit Note") dated June 14, 2026 in the principal amount of $1,250,000 (as modified by that certain Allonge to Note dated July 29, 2026 pursuant to which, among other things, the principal amount

was increased to $2,600,000) in favor of the SOSF Pre-Petition Lender, which SOSF Pre-Petition Line of Credit Note was guaranteed by Debtor Lourdes Properties (the "SOSF Pre-Petition Line of Credit Note Guaranty").

10. The obligations of Debtor Lourdes University under the SOSF Pre-Petition Line of Credit Note and Debtor Lourdes Properties under the SOSF Pre-Petition Line of Credit Note Guaranty are secured by (i) in the case of University, a mortgage dated June 14, 2026, as amended by that certain First Amendment to Mortgage and Security Agreement dated July 29, 2026 (the "SOSF Pre-Petition Lourdes University Line of Credit Mortgage") encumbering real property identified in Schedule 1, attached hereto, together with other property identified therein (collectively, the "SOSF Pre-Petition Lourdes University Collateral"), (ii) in the case of Debtor Lourdes Properties, a mortgage dated June 14, 2026 as amended by that certain First Amendment to Mortgage and Security Agreement dated July 29, 2026 (the "SOSF Pre-Petition Lourdes Properties Line of Credit Mortgage" and collectively with the SOSF Pre-Petition Lourdes University Line of Credit, the "SOSF Pre-Petition Line of Credit Mortgages") encumbering real property identified in Schedule 2, attached hereto, together with other property identified therein (collectively, the "SOSF Pre-Petition Lourdes Properties Collateral" and together with the SOSF Pre-Petition Lourdes University Collateral, the "SOSF Pre-Petition Collateral"). The SOSF Pre-Petition Collateral extends to all of the Debtors' real property, among other collateral.

11. Debtor Lourdes University executed a note (the "SOSF Pre-Petition $650,000 Note") dated June 14, 2026 in favor of the SOSF Pre-Petition Lender, evidencing a term loan in the principal amount of $650,000, which SOSF Pre-Petition $650,000 Note was guaranteed by Debtor Lourdes Properties (the "SOSF Pre-Petition $650,000 Note Guaranty").

12. The obligations of Debtor Lourdes University under the SOSF Pre-Petition $650,000 Note and Debtor Lourdes Properties under the SOSF Pre-Petition $650,000 Note Guaranty are secured by (i) in the case of Debtor Lourdes University, a mortgage (the "SOSF Pre-Petition Lourdes University $650,000 Mortgage") dated June 14, 2026 encumbering the SOSF Pre-Petition Lourdes University Collateral, and (ii) in the case of Debtor Lourdes Properties, a mortgage (the "SOSF Pre-Petition Lourdes Properties $650,000 Mortgage" and, collectively with the SOSF Pre-Petition Lourdes University $650,000 Mortgage, the "SOSF Pre-Petition $650,000 Mortgages") dated June 14, 2026 encumbering the SOSF Pre-Petition Lourdes Properties Collateral.

13. The SOSF Pre-Petition Line of Credit Note, the SOSF Pre-Petition Line of Credit Note Guaranty, the SOSF Pre-Petition Line of Credit Mortgages, the SOSF Pre-Petition $650,000 Note, the SOSF Pre-Petition $650,000 Note Guaranty and the SOSF Pre-Petition $650,000 Mortgages (collectively, the "SOSF Pre-Petition Loan Documents") are valid and binding agreements and obligations of the Debtors to the extent each is a party thereto.

14. The liens (the "SOSF Pre-Petition Liens") granted to the SOSF Pre-Petition Lender under the SOSF Pre-Petition Line of Credit Mortgages and the SOSF Pre-Petition $650,000 Mortgages constitute valid, binding, enforceable, and perfected security interests and "Liens," as that term is defined in Bankruptcy Code Section 101(37), on the SOSF Pre-Petition Collateral, which are not subject to avoidance, recharacterization, recovery, reduction, disallowance, impairment, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

15. As of August 9, 2026, the Debtors were indebted to the SOSF Pre-Petition Lender on account of principal and accrued interest (i) under the SOSF Pre-Petition Line of Credit Note in the aggregate amount of $2,070,457.43 (the "SOSF Pre-Petition Line of Credit Indebtedness"),

consisting of principal in the amount of $2,063,917.00 and interest in the amount of $6,540.43, and (ii) under the SOSF Pre-Petition $650,000 Note in the aggregate amount of $657,906.85 (the "SOSF Pre-Petition $650,000 Note Indebtedness" and collectively with the SOSF Pre-Petition Line of Credit Indebtedness, the "SOSF Pre-Petition Obligations"), consisting of principal in the amount of $650,000 and interest in the amount of $7,906.85.

16. The Debtors stipulate and agree that the SOSF Pre-Petition Obligations and the SOSF Pre-Petition Liens are valid, binding, perfected, enforceable, not subject to defense, counterclaim, offset, subordination, and are otherwise unavoidable.

B. Other Secured Debt

17. On June 25, 2020, the Toledo-Lucas County Port Authority issued the Toledo-Lucas County Port Authority Development Revenue Bonds (Northwest Ohio Bond Fund) Series 2020B (the "Bonds") for the purpose of refinancing the debt on the property known as 'Lourdes Commons'. The bond trustee for the holders of the Bonds is Bank of New York Mellon (the "Bond Trustee"). The current amount due on the Bonds is approximately $9,276,667 against which certain escrows are held in the amount of $2,848,000 (the "Bond Obligations")[2]. Pursuant to an *Open-End Mortgage (Fee and Leasehold Interests), Security Agreement, Assignment of Leases and Rents, and Fixture Filing* in favor of the Port Authority of Toledo, Ohio ("PA") and the Bond Trustee, executed by Properties and guaranteed by the University, the repayment of the Bonds was secured by a first priority lien against Lourdes Commons and certain other assets of the Debtors (the "Bond Mortgages"). The Bond Obligations are also secured by substantially all of the Debtors' non-real estate assets (together with the Bond Mortgages, the "Bond Collateral").

[2] It is the Debtors' understanding that the Bond Trustee withdrew $1,846,525.39 from these escrows within the past few days. The Debtors have not yet determined whether the Bond Trustee acted within their rights in doing so.

18. The Debtors also received three (3) loans from Signature Bank, N.A. ("Signature"; together with the Bond Trustee, the "Pre-Petition Institutional Lenders") prior to the Petition Date, only one of which is secured. On November 24, 2015, both Debtors entered into an unsecured *Loan Agreement* in the original principal amount of $5 million (the "Signature Term Loan"), as amended from time to time. On June 15, 2016, University entered into a *Loan Agreement* from a revolving loan in the amount of $1 million (the "Signature Revolver"), which is unsecured.

19. Lastly, on June 25, 2020, the Debtors' executed in favor of Signature a *Loan Agreement* in the original principal amount of $850,000 (the "Signature Secured Loan"). This loan is secured by a second priority *Open-End Mortgage and Security Agreement* executed by Properties against Lourdes Commons and Wickford Apartments (the "Signature Mortgages"). Signature is also secured by substantially all non-real estate assets of the Debtors (together with the Signature Mortgages, the "Signature Collateral").

20. The current amount due to Signature is approximately $3,670,671 on the Signature Term Loan, $966,700 on the Signature Revolver and $385,546 on the Secured Term Loan (collectively, the "Signature Obligations"). Pursuant to an Intercreditor Agreement entered into by the Bond Trustee, PA and Signature, repayment of all of the Signature Obligations is subordinated to full repayment of the Bond Obligations. The Bond Trustee and Signature are collectively referred to as the "Pre-Petition Institutional Lenders".

C. The Debtors' Need to Use Cash Collateral

21. As set forth in the Declaration of John Hillyer, the Debtors' Chief Restructuring Officer (the "Hillyer Declaration") in support of this Motion, only the Bond Trustee has a security interest in any of the Debtors' cash on hand as of the Petition Date, but those security interests are in cash that is not available for the Debtors' use anyway since it is in restricted accounts. The

Debtors therefore maintain that their present available cash does not constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code. However, in the future the Debtors may receive ongoing revenue collections and proceeds of the sale of the Pre-Petition Collateral, which are subject to the liens of the SOSF Pre-Petition Lender and the Pre-Petition Institutional Lenders. These proceeds would constitute "cash collateral" as defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which the Debtors need to administer.

D. The Debtors' Need for Post-Petition Financing

22. An immediate and critical need exists for the Debtors to obtain postpetition financing to continue the operation of their businesses, preserve the value of their estates and the winddown thereof. If the Debtors were unable to use the DIP Facility and the Cash Collateral, it would immediately and irreparably harm the Debtors, their estates, and their creditors, and they will be unable to fund payroll and many other expenses that are necessary to support the chapter 11 cases.

23. As is set forth in the Hillyer Declaration, prior to the Petition Date, the Debtors and their professionals explored financing options, with a view toward an orderly winddown of their operations. Given the Debtors' current financial condition and financing arrangements, and the short-term nature of the DIP Facility, the Debtors were unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code from any lender, including the DIP Lender. Where the Debtors may have been able to obtain financing, the DIP Lender offered terms that would otherwise be unattainable. As a result, financing on a post-petition basis was not otherwise available without granting the DIP Lender the protections, rights and remedies afforded by the DIP Documents, the Interim Order and the Final Order.

24. The Debtors have reasonably determined that the DIP Facility provides favorable terms to the Debtors and their estates. In the sound exercise of its business judgment and fiduciary duty, the Debtors have determined to proceed under the DIP Facility offered by the DIP Lender, subject to the approval of the Court.

RELIEF REQUESTED

25. By this Motion, the Debtors seek entry of the Interim Order and Final Order (a) authorizing the Debtors to obtain the DIP Facility in the aggregate principal amount of $2.8 million pursuant to the terms of this Motion, the DIP Term Sheet, the DIP Documents, the Interim Order, Final Order and the Budget, (b) authorizing the Debtors to use Cash Collateral, (c) granting adequate protection to the SOSF Pre-Petition Lender and the Pre-Petition Institutional Lenders, and (d) granting related relief.

26. The Debtors will use the DIP Facility to fund their operations, for the administration of their estates, and to conduct and pursue a sale and liquidation process in accordance with and subject to the Budget, and the other DIP Documents.

BASIS FOR RELIEF

A. Entry into the DIP Term Sheet Is an Exercise of the Debtors' Sound Business Judgment.

27. Section 364 of the Bankruptcy Code authorizes a debtor to obtain secured or superpriority financing under certain circumstances. Provided that an agreement to obtain secured credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, courts grant a debtor considerable deference in acting in accordance with its sound business judgment in obtaining such credit. *See, e.g., Trans World Airlines, Inc. v. Travelers Int'l AG (In re Trans World Airlines, Inc.),* 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving post-petition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment."); *In*

re Barbara K. Enters., Inc., Case No. 08-11474, 2008 WL 2439649, at *14 (Bankr. S.D.N.Y. June 16, 2008) (explaining that courts defer to a debtor's business judgment "so long as a request for financing does not `leverage the bankruptcy process' and unfairly cede control of the reorganization to one party in interest."); *In re Ames Dep't Stores, Inc.,* 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[c]ases consistently reflect that the court's discretion under section 364 [of the Bankruptcy Code] is to be utilized on grounds that permit [a debtor's] reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest."); *In re Farmland Indus., Inc.,* 294 B.R. 855, 881 (Bankr. W.D. Mo. 2003) (noting that approval of post-petition financing requires, inter alia, an exercise of "sound and reasonable business judgment."); *see also Bray v. Shenandoah Fed. Sav. & Loan Assoc. (In re Snowshoe Co.),* 789 F.2d 1085, 1088 (4th Cir. 1986) (stating that "[t]he statute imposes no duty to seek from every possible lender before concluding that such credit is unavailable").

28. Specifically, to determine whether the business judgment standard is met, a court is "required to examine whether a reasonable business person would make a similar decision under similar circumstances." *In re Exide Techs.,* 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.,* 14 B.R. 506, 513-14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor's business decision when that decision involves "a business judgment made in good faith, upon a reasonable basis, and within the scope of [the debtor's] authority under the [Bankruptcy] Code.") (citation omitted). A debtor-in-possession "has the discretionary authority to exercise his business judgment in operating the debtor's business similar to the discretionary authority exercise business judgment given to an officer or director of a corporation."

In re Commercial Mortg. and Finance Co., 414 B.R. 389, 394 (Bankr. N.D. Ill. 2009) (quoting *State of Ill. Dept. of Revenue v. Schechter*, 195 B.R. 380, 384 (N.D. Ill. 1996)).

29. Moreover, where few lenders likely can or will extend the necessary credit to a debtor, "it would be unrealistic and unnecessary to require [the Debtors] to conduct such an exhaustive search for financing." *In re Sky Valley, Inc.,* 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom., Anchor Sav. Bank FSB v. Sky Valley, Inc.,* 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also In re Garland Corp.,* 6 B.R. 456, 461 (B.A.P. lst Cir. 1980) (secured credit under section 364(c)(2) authorized, after notice and a hearing, upon showing that unsecured credit unobtainable); *In re Stanley Hotel, Inc.,* 15 B.R. 660, 663 (D. Colo. 1981) (bankruptcy court's finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that section 364 requirement was met); *Ames,* 115 B.R. at 37-39 (Debtors must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b)).

30. The Debtors' execution of the DIP Term Sheet is an exercise of their sound business judgment that warrants approval by the Court. The Debtors and their advisors have undertaken an analysis of the Debtors' projected financing needs during the pendency of these Chapter 11 Cases. Based on such analysis, the Debtors determined that they could not survive solely on Cash Collateral. The Debtors anticipate that they will need up to $2.8 million in post-petition financing to support their operational and winddown activities. Accordingly, as set forth in the Hillyer Declaration, after arms-length negotiations, the Debtors and the DIP Lender agreed to the material terms of the DIP Term Sheet and the proposed Interim Order and Final Order. Based on the advice of their professionals, the Debtors have determined in their sound business judgment that the terms of the DIP Facility provide financing on more favorable terms than any other reasonably available alternative.

31. Specifically, the DIP Facility will provide the Debtors with immediate and ongoing access to borrowing availability to pay their current and ongoing operating expenses, including wages, taxes, insurance, and utilities, as well as winddown related expenses. The ability of the Debtors to successfully winddown requires immediate access to the DIP Facility as well as the dwindling Cash Collateral.

B. The Debtors Should Be Authorized to Obtain Post-Petition Financing on a Superpriority Basis.

32. Section 364 of the Bankruptcy Code authorizes a debtor to obtain, in certain circumstances, post-petition financing on a secured or superpriority basis, or both. Specifically, section 364(c) of the Bankruptcy Code provides, in pertinent part, that the court, after notice and a hearing, may authorize a debtor that is unable to obtain credit allowable as an unsecured or administrative expense under section 503(b)(1) of the Bankruptcy Code, to obtain credit or incur debt:

> (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of [the Bankruptcy Code];
>
> (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or
>
> (3) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c).

33. To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate "by a good faith effort that credit was not available" to the debtor on an unsecured or administrative expense basis. *Bray v. Shenandoah Fed. Sav's. & Loan Ass 'n (In re Snowshoe Co.),* 789 F.2d 1085, 1088 (4th Cir. 1986). "The statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable." *Id.; see also Pearl-*

Phil GMT (Far East) Ltd. v. Caldor Corp., 266 B.R. 575, 584 (S.D.N.Y. 2001) (superpriority administrative expenses authorized where Debtors could not obtain credit as an administrative expense). When few lenders are likely to be able and willing to extend the necessary credit to a Debtors, "it would be unrealistic and unnecessary to require [the Debtors] to conduct such an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom., Anchor Savs. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n. 4 (N.D. Ga. 1989); *see also Ames Dep't Stores,* 115 B.R. at 40 (approving financing facility and holding that the Debtors made reasonable efforts to satisfy the standards of section 364(c) where it approached four lending institutions, was rejected by two, and selected the most favorable of the two offers it received).

34. The Debtors meet all of the requirements under section 364 (c) of the Bankruptcy Code. While the DIP Liens would prime the SOSF Pre-Petition Lines, it does *not* seek to prime any other mortgage against the Debtors' properties. There is no financing available to the Debtors on an unsecured, administrative claim basis, and given the favorable terms of the DIP Facility, a more exhaustive search would be futile. The DIP Facility requested herein is in the best interests of their estates. As a result, financing on a post-petition basis was not otherwise available without granting the DIP Lender the protections, rights and remedies afforded by the DIP Documents, the Interim Order and the Final Order.

35. The Debtors' obligations under the DIP Facility should also be afforded superpriority administrative expense status with priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, except the Carve-Out (*i.e.*, the DIP Superpriority Claims), including recovery against the proceeds of avoidance actions of the Debtors' estates arising under chapter 5 of the Bankruptcy Code.

C. The DIP Facility Terms are Fair and Reasonable.

36. In determining whether the terms of post-petition financing are fair and reasonable, courts consider the relative circumstances of both the Debtors and the potential lender. *In re Farmland Indus., Inc.* 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003). As set forth above, the Debtors have a significant need for additional liquidity, and the DIP Lender is the only entity willing to provide that assistance, and certainly the only entity willing to provide terms as favorable as in the DIP Facility.

37. The terms of the DIP Facility are not onerous, and do not benefit the DIP Lender to the exclusion of other creditors. Rather, the terms of the DIP Facility are standard and customary and are more reasonable than would be available otherwise (if even available). Interest is being charged at a rate of 6% with an additional 2% on default. There are no entry or exit fees and there are no constricting financial covenants. Given these favorable provisions, the Court should find that the terms of the DIP are fair and reasonable.

38. For the foregoing reasons, the Debtors submit that terms of the DIP Facility are a reasonable exercise of the Debtors' business judgment and appropriate under the circumstances of these Chapter 11 Cases.

D. The DIP Lender Should Be Deemed a Good Faith Lender Under Section 364(e) of the Bankruptcy Code.

39. Section 364(e) of the Bankruptcy Code protects a good faith lender's right to collect on loans extended to a debtor and its right in any lien securing those loans, even if the authority of the Debtors to obtain such loan or grant such lien is later reversed or modified on appeal. Specifically, section 364(e) provides that:

> The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incurred debt, or of a grant under this section of a priority or a lien, does not

> affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt or the granting of such priority or lien were stayed pending appeal.

11 U.S.C. § 364(e).

40. As discussed in the Hillyer Declaration, the DIP Documents are the result of the Debtors' reasonable and informed determination that the DIP Lender offered favorable terms on which to obtain needed post-petition funding, and of extended arm's length good faith negotiations between the Debtors and the DIP Lender. The terms and conditions of the DIP Documents are fair and reasonable and the proceeds under the DIP Facility will only be used for purposes that are permissible under the Bankruptcy Code and in accordance with a negotiated Budget. Accordingly, the Court should find that the DIP Lender is a good faith lender within the meaning of section 364(e) of the Bankruptcy Code and is entitled to the protections afforded by that section.

E. <u>Adequate Protection</u>

41. Pursuant to Bankruptcy Code section 363(c)(2), a debtor may use cash collateral if each entity that has an interest in such cash collateral consents, or if the Court, after notice and a hearing, authorizes the use of cash collateral. 11 U.S.C. § 363(c)(2). Section 363(e), in turn, requires the Court to condition a debtor's use of cash collateral as is necessary to provide adequate protection of the interest in the cash collateral claimed by a party upon that party's request. 11 U.S.C. § 363(e) ("[T]he court, with or without hearing, shall prohibit or condition such use . . . as is necessary to provide adequate protection of such interest.").

42. The means by which adequate protection is provided are specified in section 361 of the Bankruptcy Code. Adequate protection may include, but is not limited to "periodic cash payments" to the extent that such use "results in a decrease in value of such entity's interest in

such property" and "granting such other relief..., as will result in the realization by such entity of the indubitable equivalent of such entity's interest in such property." 11 U.S.C. § 361.

43. What constitutes adequate protection is determined on a case-by-case basis, and courts have broad flexibility under Bankruptcy Code section 361 in determining what constitutes adequate protection. *See, e.g., In re McKillips*, 81 B.R. 454, 458 (Bankr. N.D. Ill. 1987); *In re Green*, 436 B.R. 91, 94 (Bankr. S.D. Ill. 2010) ("[W]hether a particular secured creditor is adequately protected is a determination to be made on a case-by-case basis and is within the discretion of the court.").

44. The principal purpose of adequate protection is to ensure that the secured creditor receives the value for which it bargained prior to a debtor's bankruptcy filing. *In re Older Prairie Block Owner, LLC*, 448 B.R. 482, 493 (Bankr. N.D. Ill. 2011); *see also In re Swedeland Dev. Group, Inc.*, 16 F.3d 552, 564 (3rd Cir. 1994) ("[T]he whole purpose of adequate protection for a creditor is to insure that the creditor receives the value for which he bargained prebankruptcy.") (quoting *MBank Dallas N.A. v. O'Connor (In re O'Connor)*, 808 F.2d 1393, 1396 (10th Cir. 1987)).

45. Determination of whether a creditor's interests in property are adequately protected requires a pragmatic analysis and balance of all relevant factors particular to the case at bar. *In re Spencer*, 531 B.R. 208, 214 (Bankr. W.D. Wisc. 2015) (quoting *In re Rogers*, 239 B.R. 883, 887 (Bankr. E.D. Tex. 1999)). Such factors include "the value of the collateral, whether the collateral is likely to depreciate over time, the debtors' prospects of a successful reorganization . . . the balancing of hardships between the parties and whether the creditor's property interest is being unduly jeopardized." *Spencer*, 531 B.R. at 2014 (quoting *Rogers*, 239 B.R. at 887).

46. As adequate protection for any post-petition diminution in the value of Cash Collateral, the Pre-Petition Institutional Lenders and the SOSF Pre-Petition Lender shall have,

pursuant to sections 361, 362(d), 363(c), 363(e), and 364(d) of the Bankruptcy Code, replacement security interests in and liens upon all of the accounts and other cash generating property acquired by the Debtors after the Petition Date (the "Adequate Protection Liens"), having the same extent, validity and priority as the security interests and liens held by the Pre-Petition Institutional Lenders and the SOSF Pre-Petition Lender as of the Petition Date; provided, however that, such Adequate Protection Liens shall be junior in priority to the Carve-Out.

47. As additional Adequate Protection for any post-petition diminution in the value of Cash Collateral, the Pre-Petition Institutional Lenders and the SOSF Pre-Petition Lender shall have allowed superpriority administrative expense claims (the "Adequate Protection Superpriority Claims") in the Chapter 11 Cases, as provided for in section 507(b) of the Bankruptcy Code, which shall be equal in priority in all respects to the DIP Superpriority Claims and junior to the Carve-Out.

F. The Automatic Stay Should Be Modified on a Limited Basis

48. The relief requested herein contemplates a modification of the automatic stay (to the extent applicable) to permit the DIP Lender to: (i) perform any act authorized or permitted under or by virtue of the proposed Interim Order and Final Order or any of the DIP Documents, including, without limitation, implementing the DIP Facility, taking any act to create, validate, evidence, attach, or perfect any lien, security interest, right or claim in the DIP Collateral, and assessing, charging, collecting, advancing, deducting, and receiving payments with respect to the DIP Obligations; (ii) execute such other documents as may be required to effectuate the DIP Facility and the DIP Documents; and (iii) implement the terms of the proposed Interim Order and Final Order.

49. Stay modifications of this kind are ordinary features of post-petition financing facilities and, in the Debtors' business judgment, are reasonable under the present circumstances.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

50. To implement the foregoing successfully and since there are expenses that must be paid immediately, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h) with respect to the interim relief requested.

NOTICE

51. No trustee or examiner has been appointed in these Chapter 11 Cases. Notice of this Application has been provided to: (i) the U.S. Trustee; (ii) counsel to the Bond Trustee; (iii) counsel to Signature; (iv) counsel to the DIP Lender; (v) those entities or individuals listed on the Debtors' lists of 20 largest unsecured creditors; (vi) all known parties asserting a lien against or security interest Cash Collateral; and (vii) any person or entity that has filed a Notice of Appearance I the Debtors cases. . In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

52. No prior application or motion for the relief requested herein has been made by the Debtors to this or any other Court.

WHEREFORE, the Debtors respectfully request that this Court (i) enter the Interim Order and, thereafter the Final Order, substantially in the forms submitted herewith, and (ii) grant the Debtors such other and further relief as the Court may deem just and proper.

Dated: Uniondale, New York
August 11, 2026

Cullen and Dykman

By: */s/ Bonnie L. Pollack*
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Proposed Attorneys for Lourdes University and Lourdes Properties, LLC

Exhibit A

Interim Order

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

IN RE:	)	Case No. 26-31894
	)	
LOURDES UNIVERSITY,	)	CHAPTER 11
	)	
Debtor-in-Possession.	)	Judge Mary Ann Whipple

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

IN RE:	)	Case No. 26-31895
	)	
LOURDES PROPERTIES, LLC,	)	CHAPTER 11
	)	
Debtor-in-Possession.	)	Judge Mary Ann Whipple

INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364 AND 503 (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING; (II) AUTHORIZING USE OF CASH COLLATERAL; (III) GRANTING LIENS AND SUPERPRIORITY CLAIMS TO POSTPETITION LENDER, AND (IV) SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001 (C) AND LOCAL BANKRUPTCY RULE 9013-1

Upon the motion (the "Motion") dated August 10, 2026, of Lourdes University ("Lourdes University") and Lourdes Properties, LLC ("Lourdes Properties" and, together with Lourdes University, the "Debtors") each as a debtor and debtor in possession in the above-captioned cases (each a "Case"), pursuant to Sections 105, 361, 362, 363, 364, and 503 of Title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Ohio (the "Local Rules"), seeking, among other things, entry of an interim order (this "Interim Order") and a final order (the "Final Order"):

(a) authorizing the Debtors, as borrowers, to obtain postpetition financing (the "DIP Facility") from the Sisters of St. Francis of Sylvania, Ohio (in its capacity as lender under the DIP Facility, the "DIP Lender") as lender pursuant to that certain Term Sheet for DIP Facility dated as of August 10, 2026, attached hereto as Exhibit 1, as amended, modified, restated, or supplemented in accordance with the terms thereof or hereof (the "DIP Term Sheet")[1] and the Budget attached hereto as Exhibit 2 (the "Budget"; collectively with the DIP Term Sheet and any other documents executed in connection with the DIP Facility, the "DIP Documents");

(b) authorizing the Debtors to use proceeds of the DIP Facility solely as expressly permitted in the DIP Documents, including to fund the Debtors' administration and operations, and to conduct and pursue a sale and liquidation process;

(c) granting automatically perfected security interests in and liens on all of the DIP Collateral to the DIP Lender, and granting superpriority administrative expense status to the DIP Obligations on the terms and subject to the relative priorities set forth in the DIP Documents;

(d) granting adequate protection to the SOSF Pre-Petition Lender (defined below) Bank of New York Mellon (the "Bond Trustee") for the holders of Toledo-Lucas County Port Authority Development Revenue Bonds (Northwest Ohio Bond Fund) Series 2020B (the

[1] Capitalized terms used but not defined herein shall have the meaning stated in the DIP Term Sheet.

"Bondholders") and Signature Bank, N.A. ("Signature"; and collectively with the Bond Trustee, the "Pre-Petition Institutional Lenders");

(e) authorizing the Debtors to pay the principal, interest, fees, costs and expenses and other amounts payable under the DIP Documents as such amounts become due and payable;

(f) vacating and modifying the automatic stay imposed by Section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order and the other DIP Documents;

(g) scheduling a final hearing (the "Final Hearing") to consider entry of the Final Order, and in connection therewith, approving the form and manner of notice of the Final Hearing; and

(h) granting the Debtors such other and further relief as is just and proper;

and the Court having considered the Motion, the exhibits attached thereto, the First Day Declaration of John T. Hillyer in Support of the First Day Pleadings (the "First Day Declaration"); and a hearing to consider entry of this Interim Order having been held before the Court on ___, 2026 (the "Interim Hearing"); and upon all of the pleadings filed with the Court, all evidence presented in support of this Interim Order, the arguments of counsel stated on the record of the Interim Hearing, and all of the proceedings held before the Court; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, ORDERED, AND ADJUDGED, that:[2]

[2] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

1. **Motion Granted**. The Motion is GRANTED on the terms and conditions set forth herein.

2. **Commencement of the Cases**. On August 10, 2026 (the "Petition Date"), the Debtors commenced the Cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in either Case.

3. **Jurisdiction and Venue**. This Court has jurisdiction over the Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Cases and the Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. **Committee Formation**. As of the date hereof, the Office of the United States Trustee for the Northern District of Ohio (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in the Cases (a "Committee").

5. **Notice**. Notice of the relief sought by the Motion and of the Interim Hearing was served via facsimile, electronic mail, and/or overnight delivery on the following parties: (i) the U.S. Trustee; (ii) counsel to the Bond Trustee; (iii) counsel to Signature; (iv) the United States Securities and Exchange Commission; (v) the Internal Revenue Service; (vi) the Office of the United States Attorney for the Northern District of Ohio; (vii) those entities or individuals listed

on the Debtors' lists of 20 largest unsecured creditors; and (viii) all known parties asserting a lien against or security interest in either Debtor's assets.

6. **Debtors' Stipulations.** Subject to paragraph 21 of this Interim Order, the Debtors admit, stipulate and agree that:

(a) Debtor Lourdes University executed a note (the "SOSF Pre-Petition Line of Credit Note") dated June 14, 2026 in the principal amount of $1,250,000 (as modified by that certain Allonge to Note dated July 29, 2026 pursuant to which, among other things, the principal amount was increased to $2,600,000) in favor of the Sisters of St. Francis of Sylvania, Ohio (in its capacity as a pre-petition lender to the Debtors, the "SOSF Pre-Petition Lender"), which SOFS Pre-Petition Line of Credit Note was guaranteed by Debtor Lourdes Properties (the "SOSF Pre-Petition Line of Credit Note Guaranty").

(b) The obligations of Debtor Lourdes University under the SOSF Pre-Petition Line of Credit Note and Debtor Lourdes Properties under the SOSF Pre-Petition Line of Credit Note Guaranty are secured by (i) in the case of Debtor Lourdes University, a mortgage dated June 14, 2026, as amended by that certain First Amendment to Mortgage and Security Agreement dated July 29, 2026 (the "SOSF Pre-Petition Lourdes University Line of Credit Mortgage") encumbering real property identified in Schedule 1, attached hereto, together with other property identified therein (collectively, the "SOSF Pre-Petition Lourdes University Collateral"), and (ii) in the case of Debtor Lourdes Properties, a mortgage dated June 14, 2026 as amended by that certain First Amendment to Mortgage and Security Agreement dated July 29, 2026 (the "SOSF Pre-Petition Lourdes Properties Line of Credit Mortgage" and, collectively with the SOSF Pre-Petition Lourdes University Line of Credit Mortgage, the "SOSF Pre-Petition Line of Credit Mortgages") encumbering real property identified in Schedule 2, attached hereto, together with other property identified therein (collectively, the "SOSF Pre-Petition Lourdes Properties Collateral" and together with the SOSF Pre-Petition Lourdes University Collateral, the "SOSF Pre-Petition Collateral").

(c) Debtor Lourdes University executed a note (the "SOSF Pre-Petition $650,000 Note") dated June 14, 2026 in favor of the SOSF Pre-Petition Lender evidencing a term loan in the principal amount of $650,000, which SOSF Pre-Petition $650,000 Note was guaranteed by Debtor Lourdes Properties (the "SOSF Pre-Petition $650,000 Note Guaranty").

(d) The obligations of Debtor Lourdes University under the SOSF Pre-Petition $650,000 Note and Debtor Lourdes Properties under the SOSF Pre-Petition $650,000 Note Guaranty are secured by (i) in the case of Debtor Lourdes University, a mortgage (the "SOSF Pre-Petition Lourdes University $650,000 Mortgage") dated June 14, 2026 encumbering the SOSF Pre-Petition Lourdes University Collateral, and (ii) in the case of Debtor Lourdes Properties, a mortgage (the "SOSF Pre-Petition Lourdes Properties $650,000 Mortgage" and, collectively with the SOSF Pre-Petition Lourdes University $650,000 Mortgage, the "SOSF Pre-Petition $650,000 Mortgages") dated June 14, 2026 encumbering the SOSF Pre-Petition Lourdes Properties Collateral.

(e) The SOSF Pre-Petition Line of Credit Note, the SOSF Pre-Petition Line of Credit Guaranty, the SOSF Pre-Petition Line of Credit Mortgages, the SOSF Pre-Petition $650,000 Note, the SOSF Pre-Petition $650,000 Note Guaranty and the SOSF Pre-Petition $650,000 Mortgages (collectively, the "SOSF Pre-Petition Loan Documents") are valid and binding agreements and obligations of the Debtors to the extent each is a party thereto.

(f) The liens (the "SOSF Pre-Petition Liens") granted to the SOSF Pre-Petition Lender under the SOSF Pre-Petition Line of Credit Mortgages and the SOFS Pre-

Petition $650,000 Mortgages constitute valid, binding, enforceable, and perfected security interests and "Liens," as that term is defined in Bankruptcy Code Section 101(37), on the SOSF Pre-Petition Collateral, which are not subject to avoidance, recharacterization, recovery, reduction, disallowance, impairment, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

(g) As of August 9, 2026, the Debtors were indebted to the SOSF Pre-Petition Lender on account of principal and accrued interest (i) under the SOSF Pre-Petition Line of Credit Note in the aggregate amount of $2,070,457.43 (the "SOSF Pre-Petition Line of Credit Indebtedness"), consisting of principal in the amount of $2,063,917.00 and interest in the amount of $ 6,540.43, and (ii) under the SOSF Pre-Petition $650,000 Note in the aggregate amount of $ $657,906.85 (the "SOSF Pre-Petition $650.000 Note Indebtedness and collectively with the SOSF Pre-Petition Line of Credit Indebtedness, the "SOSF Pre-Petition Obligations") consisting of principal in the amount of $650,000 and interest in the amount of $ 7,906.85..

(h) The SOSF Pre-Petition Obligations constitute the legal, valid, and binding obligation of the Debtors, enforceable without objection, offset, defense, or counterclaim of any kind or nature. Neither of the Debtors have asserted, nor shall they assert any claim, counterclaim, setoff, or defense of any kind, nature, or description that would in any way affect the validity, enforceability, and non-avoidability of any of the SOSF Pre-Petition Obligations. The SOSF Pre-Petition Obligations and any amounts previously paid to the SOSF Pre-Petition Lender on account thereof or with respect thereto are not subject to avoidance, reduction, disallowance, impairment, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

(i) Without the requirement or need to file any proof of claim with respect thereto, the SOSF Pre-Petition Obligations shall constitute allowed, fully secured pre-petition claims for all purposes in the Cases and any subsequent proceedings under the Bankruptcy Code, including, without limitation, any chapter 7 proceeding if either Case is converted to a case under chapter 7 of the Bankruptcy Code or in any proceedings related to any of the foregoing (the "Successor Case").

7. **Findings Regarding the Need for Use of Cash Collateral and the DIP Facility.**

(a) The SOSF Pre-Petition Lender and the Pre-Petition Institutional Lenders each may assert an interest in Cash Collateral (defined below) and an entitlement to adequate protection on account of the Debtors' use of Cash Collateral.

(b) An immediate and critical need exists for the Debtors to obtain postpetition financing to continue the operation of their businesses and the winddown thereof. The ability of the Debtors to successfully winddown requires immediate access to cash derived from the revenues albeit dwindling ("Cash Collateral"), the absence of which would immediately and irreparably harm the Debtors, their estates, and their creditors. The Cash Collateral constitutes property of the Debtors' estates. In addition to the use of Cash Collateral, the Debtors require the additional funds being provided through the DIP Loan in order to continue the orderly winddown of their businesses and administer and preserve the value of the estates for the benefit of creditors. If the Debtors are not able to use Cash Collateral and the proceeds of the DIP Loan as provided herein, they will be unable to fund payroll and other operating expenses that are necessary to do so.

(c) The Debtors are unable to obtain the required funds (i) in the forms of (1) unsecured credit or debt allowable under Section 503(b)(1) of the Bankruptcy Code, (2) an administrative expense pursuant to Section 364(a) or (b) of the Bankruptcy Code, (3) unsecured debt having the priority afforded by Section 364(c)(l) of the Bankruptcy Code, or (4) debt secured only as described in Section 364(c)(2) or (3) of the Bankruptcy Code, or (ii) on terms more favorable than those embodied in the DIP Term Sheet and the other DIP Documents. The DIP Lender is prepared to enter into the DIP Facility solely on the terms set forth in the DIP Term Sheet, the proposed form of Interim Order submitted with the Motion, and the other DIP Documents.

(d) The Court may authorize the priming of the SOSF Pre-Petition Liens by the DIP Liens (as defined below) under section 364(d)(1)(B) of the Bankruptcy Code based on the consent of the SOSF Pre-Petition Lender to priming for the sole purpose of this Interim Order.

(e) The terms of the DIP Facility are fair, just, and reasonable under the circumstances, reflect the Debtors' exercise of its prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The terms of the DIP Facility have been negotiated in good faith and at arm's length by and between the Debtors and the DIP Lender. Any credit extended or other indebtedness or liabilities arising under, in respect of, or in connection with the DIP Facility, the DIP Term Sheet, this Interim Order, or any other DIP Document, shall be deemed to have been extended in "good faith" by the DIP Lender as that term is used in Section 364(e) of the Bankruptcy Code, and in express reliance upon the protections afforded by Section 364(e) of the Bankruptcy Code, and the DIP Lender's claims, the DIP Superpriority Claims (as defined below), the DIP Liens (as defined below), and other protections granted pursuant to this Interim Order (and, subject to entry by the Court, the Final Order), and the other DIP Documents, shall be entitled to the full protection of Section 364(e) of the Bankruptcy Code in the event that this Interim Order or any portion hereof is vacated, reversed, amended, or modified, on appeal or otherwise.

(f) The relief requested in the Motion is necessary, essential, and appropriate for the management and preservation of the Debtors' assets and property and for the Debtors' winddown and is in the best interests of the Debtors, their estates and creditors. Absent the relief granted herein, the Debtors' estates will be immediately and irreparably harmed. Accordingly, good, adequate, and sufficient cause has been shown to justify the relief granted herein and the immediate entry and effectiveness of this Interim Order pursuant to Bankruptcy Rules 4001(c).

8. **Authorization of the DIP Facility**.

(a) The DIP Term Sheet and the Budget are approved in their entirety and incorporated into this Interim Order. The Debtors are hereby authorized to execute and enter into, deliver, and perform all obligations under, the DIP Documents.

(b) The Debtors are hereby immediately authorized to borrow up to the interim amount of $500,000 of the total available under the DIP Facility, which funds shall be used solely as expressly provided in the DIP Term Sheet. The Debtors are authorized to pay and perform all DIP Obligations.

(c) So long as the Maturity Date has not occurred, the Debtors shall be authorized to use the proceeds of the DIP Loans in accordance with the Budget (subject to the Permitted Variance) and the other applicable DIP Documents.

(d) In furtherance of the foregoing and without further approval of this Court, the Debtors are hereby authorized to perform all acts, to make, execute and deliver all instruments and documents, and to pay all related fees, that may be required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

(i) the execution, delivery, and performance of the respective DIP Documents;

(ii) the non-refundable payment of principal and interest and such costs and expenses as may be due in accordance with the respective DIP Documents; and

(iii) the performance of all other acts required under, or in connection with, the DIP Documents.

(e) All of the DIP Liens and the Adequate Protection Liens (each as defined below) shall be effective and perfected as of the date of entry of this Interim Order without the necessity of the execution, recording, or filing of security agreements, pledge agreements, financing statements, or other agreements or instruments provided, however that with respect to Avoidance Actions, the DIP Liens shall not be effective until entry of the Final Order.

(f) The DIP Term Sheet and the DIP Obligations constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against the Debtors and their successors and assigns in accordance with the terms of this Interim Order and the DIP Documents and shall survive the dismissal of either Case or the conversion of either Case to a Successor Case.

(g) No obligation, payment, transfer, or grant of security under this Interim Order or the DIP Documents shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law, or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code (including Section 553) or any other applicable foreign or domestic law or regulation by any person or entity.

(h) The DIP Loans shall (i) be evidenced by the books and records of the DIP Lender and, although not required, upon the request of the DIP Lender, a note executed and delivered to the DIP Lender by the Debtors in accordance with the terms of the DIP Documents, (ii) bear interest and incur fees at the rates set forth in the DIP Term Sheet, (iii) be secured in the manner specified below and under the applicable DIP Documents, (iv) be payable in accordance with the applicable DIP Documents, and (v) otherwise be governed by the terms set forth in this Interim Order and the DIP Documents.

9. The automatic stay provisions of Section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified and vacated without further notice, application, or order of the Court to the extent necessary to permit the DIP Lender to perform any act authorized or permitted under or by virtue of this Interim Order or any of the other DIP Documents, including, without limitation, (i) to implement the DIP Facility authorized by this Interim Order and pursuant to the terms of the DIP Documents, (ii) to take any act to create, validate, evidence, attach, or perfect any lien, security interest, right, or claim in the DIP Collateral, and (iii) to assess, charge, collect, advance, deduct, and receive payments with respect to the respective DIP Obligations, including, without limitation, all principal, interest, fees, costs, and expenses permitted under the DIP Documents, and to apply such payments to the DIP Obligations pursuant to this Interim Order and the other DIP Documents.

10. Authorization for Use of Cash Collateral. The Debtors are hereby authorized to use Cash Collateral to pay the ordinary and reasonable expenses of operating their businesses, administering the Cases, and winding down the Debtors in accordance with the terms of this Interim Order and the Budget.

11. **Use of DIP Facility Proceeds.** The Debtors are hereby authorized to borrow under the DIP Facility solely to fund their operations, for the administration of their estates, and to conduct and pursue a sale and liquidation process in accordance with and subject to the Budget and the other DIP Documents.

12. **Conditions Precedent**. The DIP Lender shall have no obligation to make any DIP Loans or any other financial accommodation under the respective DIP Documents unless the conditions precedent to make such extensions of credit under the respective DIP Documents have been satisfied in full or waived by the DIP Lender.

13. **DIP Superpriority Claims.** Pursuant to Section 364(c)(1) of the Bankruptcy Code, the DIP Obligations constitute (without the need to file a proof of claim) superpriority claims (the "DIP Superpriority Claims") against the Debtors to the extent provided in the DIP Term Sheet. The DIP Superpriority Claims shall continue in any Successor Case for either Debtor under any chapter of the Bankruptcy Code.

14. **DIP Liens and Priority.**

(a) As security for the full and timely payment of the DIP Obligations, the DIP Lender is hereby granted, pursuant to Sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code, valid, enforceable, non-avoidable, and fully perfected security interests in and liens upon all DIP Collateral which shall have the priorities stated in the DIP Term Sheet (the "DIP Liens").

(b) The DIP Liens shall be effective immediately upon entry of this Interim Order; provided, however that with respect to Avoidance Actions, the DIP Liens shall not be effective until entry of the Final Order.

(c) In no event shall (i) any lien or security interest that is avoided and preserved for the benefit of either Debtor's estate under Section 551 of the Bankruptcy Code be senior to the DIP Liens, or (ii) any person or entity who pays (or through the extension of credit to either Debtor, causes to be paid) any of the DIP Obligations, be subrogated, in whole or in part, to any rights, remedies, claims, privileges or DIP Liens granted in favor of the DIP Lender by the terms of this Interim Order, the Final Order (subject to entry by the Court thereof), or any of the respective DIP Documents, until all of the DIP Obligations are paid in full in cash in accordance with this Interim Order, the Final Order (subject to entry by the Court thereof), or any of the respective DIP Documents.

(d) The DIP Liens shall continue in any Successor Case for either Debtor under any chapter of the Bankruptcy Code, and all DIP Liens shall maintain their priority as provided in this Interim Order. If an order dismissing either Case, pursuant to Section 1112 of the Bankruptcy Code or otherwise, is at any time entered, such order shall provide that the DIP Liens and the DIP Superpriority Claims shall continue in full force and effect, shall remain binding on all parties in interest in the applicable Case, and shall maintain their priorities as provided in this Interim Order, until all DIP Obligations have been paid and satisfied indefeasibly in full and in cash. Notwithstanding the dismissal of any Case, this Court shall retain jurisdiction with respect to enforcing the DIP Liens and the DIP Superpriority Claims.

15. **Carve Out**. Notwithstanding anything in this Interim Order, any other DIP Documents, or any other order of this Court to the contrary, the SOSF Pre-Petition Liens, the DIP

Superpriority Claims, the DIP Liens, the Adequate Protection Liens and the Adequate Protection Superpriority Claims (as defined below), shall be subject to payment of the Carve Out on the terms stated in the DIP Term Sheet.

16. **Termination of DIP Facility**. The DIP Facility shall immediately terminate upon the Maturity Date. All DIP Obligations shall be payable by the Debtors in full in cash on the Maturity Date.

17. **Adequate Protection.**

(a) As adequate protection for the diminution after the Petition Date in value of the interests of the Pre-Petition Institutional Lenders and the SOSF Pre-Petition Lender in Cash Collateral as of the Petition Date:

(i) Adequate Protection Liens. Solely to the extent of any such diminution of value, the Pre-Petition Institutional Lenders and the SOSF Pre-Petition Lender shall have pursuant to Sections 361, 362(d), 363(c), 363(e), and 364(d) of the Bankruptcy Code, replacement security interests in and Liens upon all of the accounts and other cash generating property acquired by the Debtors after the Petition Date (the "Adequate Protection Liens"), having the same extent, validity and priority as the security interests and liens of the Pre-Petition Institutional Lenders and the SOSF Pre-Petition Lender had in accounts and other cash generating property of the Debtors as of the Petition Date, provided, however, such Adequate Protection Liens shall be junior in priority to the DIP Liens and to the Carve Out.

(ii) Adequate Protection Superpriority Claims. Solely to the extent of any such diminution of value, the Pre-Petition Institutional Lenders and the SOSF Pre-Petition Lender shall have an allowed superpriority administrative expense claim (the "Adequate Protection Superpriority Claim") in the Cases, as provided for in Section 507(b) of the Bankruptcy

36575427

Code, which shall be equal in priority in all respects to the DIP Superpriority Claims and junior to the Carve Out.

18. **Perfection of Liens**. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Adequate Protection Liens without the necessity of executing, filing, or recording any mortgage, security agreement, pledge agreement, financing statement, or other instrument or document, or the taking of any other act that otherwise may be required under state or federal law, rule, or regulation of any jurisdiction to validate or perfect the DIP Liens or the Adequate Protection Liens or to entitle the DIP Lender, the Pre-Petition Institutional Lenders or the SOSF Pre-Petition Lender to the priorities granted herein. The foregoing notwithstanding, the DIP Lender is hereby authorized to execute, file, and/or record mortgages, security agreements, pledge agreements, financing statements, and/or other instruments or documents to evidence the DIP Liens, and the Debtors are hereby authorized and directed to promptly execute, file, and/or record any such mortgages, security agreements, pledge agreements, financing statements, or other instruments or documents as the DIP Lender may request. A copy of this Interim Order may, in the discretion of the DIP Lender, be filed with or recorded in any filing or recording office in addition to or in lieu of such mortgages, security agreements, pledge agreements, financing statements, or other instruments or documents, and each and every federal, state, and local governmental agency, department, or office is hereby directed to accept a copy of this Interim Order and any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Interim Order and the other DIP Documents, for filing and recording, and to deem this Interim Order to be in proper form for filing and recording. Further, the DIP Lender is hereby authorized (but not required) to file or record financing statements and other filing or recording documents or instruments with respect to the

DIP Collateral and the DIP Liens without either Debtor's signature in such form and in such offices as the DIP Lender determines is appropriate to perfect the security interests of the DIP Lender under the DIP Documents and this Interim Order; and the DIP Lender is authorized to use collateral descriptions such as "all personal property" or "all assets", in each case "whether now owned or hereafter acquired", words of similar import or any other description the DIP Lender, in its sole discretion, so chooses in any such financing statements.

19. **Section 506(c)**. Subject only to and effective upon entry of the Final Order, except to the extent of the Carve Out, no costs or expenses of administration which have been or may be incurred in either Case or any Successor Case at any time shall be charged against or recovered from or against the DIP Lender, the SOSF Pre-Petition Lender, the DIP Collateral, or the SOSF Pre-Petition Collateral pursuant to Sections 105 or 506(c) of the Bankruptcy Code or otherwise.

20. **Fees**. All fees paid and payable, and costs and expenses reimbursed or reimbursable by the Debtors to the DIP Lender under the DIP Documents are hereby approved. The Debtors shall promptly pay all such fees, costs, and expenses payable under the DIP Documents in accordance with the DIP Documents, up to the amount set forth in the Budget without the necessity of any notice or further application with the Court for approval or payment of such fees, costs, or expenses. Professionals for the DIP Lender shall not be required to file fee applications, provided that invoices (subject in all respects to applicable privilege and work product doctrines) for any amounts in excess of those set forth in the Budget shall be provided to counsel for the Debtors, the Committee and the U.S. Trustee, which parties shall have fourteen

(14) days to object to such invoices in the absence of which such invoices may be paid by the DIP Lender to itself as an advance under the DIP Facility.

21. **Effect of Stipulations on Third Parties**. The stipulations and admissions contained in this Interim Order and the DIP Term Sheet with respect to the validity, perfection or amount of SOSF Pre-Petition Liens and SOSF Pre-Petition Obligations and the waiver of claims against the SOSF Pre-Petition Lender shall be binding on the Debtors' estates and all parties in interest, including, without limitation, any Committee and trustee appointed in either Case or any Successor Case, unless any Committee or another party in interest (other than the Debtors), in each case after having obtained standing and requisite authority, has timely commenced a contested matter or adversary proceeding, (as appropriate based on the nature of the dispute) challenging the amount, validity or enforceability of the SOSF Pre-Petition Obligations or the perfection or priority of the SOSF Pre-Petition Liens, or otherwise asserting any objections, claims, or causes of action on behalf of the Debtors' estate against the SOSF Pre-Petition Lender relating to the SOSF Pre-Petition Obligations or the SOSF Pre-Petition Liens (such adversary proceeding or contested matter, a "Challenge"), on or before (a) as to the Committee, the earlier of (i) the sixtieth (60th) calendar day after the date of appointment of such Committee by the U.S. Trustee, or (ii) seventy-five (75) calendar days after the Petition Date, or (b) as to any party in interest other than the Committee, the sixtieth (60th) calendar day after the Petition Date, provided, however, the deadlines stated above shall be tolled by the filing of a motion in this Court seeking standing to commence such action with a copy of the proposed adversary complaint or motion attached until the fifth (5^{th}) day following disposition of such standing motion by this Court If no such Challenge is timely commenced then, without further order of this Court, (x) the SOSF Pre-Petition Obligations and the SOSF Pre-Petition Liens shall, be deemed to be finally allowed for all purposes

in the Cases and any Successor Case and shall not be subject to challenge or objection by any party in interest as to validity, priority, amount, or otherwise, and (y) the Debtors and their estates shall be deemed to have relinquished, released, and waived any and all claims or causes of action against the SOSF Pre-Petition Lender with respect to the SOSF Pre-Petition Obligations. If a Challenge is timely commenced, the stipulations and admissions contained in this Interim Order shall be binding on the Debtors' estate and all parties in interest except to the extent such stipulations and admissions are specifically challenged in such Challenge, as and when originally filed (ignoring any relation back principles); provided, that if and to the extent a Challenge is withdrawn, denied, or overruled, the stipulations specifically challenged in such Challenge also shall be binding on the Debtors' estates and all parties in interest.

22. **Indemnity**. The DIP Lender and each other Indemnified Party (as defined in the DIP Term Sheet) shall be and hereby are indemnified and held harmless by the Debtors to the extent provided in the DIP Term Sheet.

23. **Releases**. Subject to the entry of the Final Order and subject to any timely Challenge, in consideration of (i) the DIP Lender's agreement to provide the DIP Facility, and (ii) the SOSF Pre-Petition Lender's consent to priming of the SOSF Pre-Petition Liens by the DIP Liens, the Debtors are hereby deemed to have released the Releasees (as defined in the DIP Term Sheet) to the extent provided for in the DIP Term Sheet.

24. **Limitation of Liability**. In determining to extend credit under the DIP Facility, or in exercising any rights or remedies pursuant to this Interim Order and the other DIP Documents, the DIP Lender shall not be deemed to be in control of the Debtors' operations or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of either Debtor (as such terms, or any similar terms, are used in the United States Comprehensive

Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any similar federal or state statute).

25. **Debtors' Waivers.** At all times during the Case, and whether or not an Event of Default has occurred, the Debtors irrevocably waive any right either may have (a) to seek authority to grant liens on the DIP Collateral, or any portion thereof to any other entities, pursuant to Section 364 of the Bankruptcy Code or otherwise unless the DIP Obligations are first repaid in full in cash and the DIP Facility is terminated, or (b) to seek authority to obtain postpetition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than from the DIP Lender unless the Debtors use the proceeds of such postpetition loans or other financial accommodations to pay in full in cash all DIP Obligations.

26. **Disposition of Collateral.** The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral in any way inconsistent with the terms and conditions of the DIP Documents without the prior written consent of the DIP Lender and an order of this Court, except for sales in the ordinary course of the Debtors' business.

27. **Survival of Order.** The provisions of this Interim Order and any actions taken pursuant hereto (a) shall survive the entry of any order: (i) confirming any chapter 11 plan in either Case, (ii) converting either Case to a Successor Case, or (iii) dismissing either Case, and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Interim Order shall maintain their priority as provided by this Interim Order. The DIP Obligations shall not be discharged by the entry of any

order confirming any chapter 11 plan in either Case that does not provide for payment in full of the DIP Obligations.

28. **Reservation of Rights**. The terms, conditions, and provisions of this Interim Order are in addition to and without prejudice to the rights of the DIP Lender and the SOSF Pre-Petition Lender to pursue any and all rights and remedies under the Bankruptcy Code, the DIP Documents, or any other applicable agreement or law, including, without limitation, rights (a) to seek relief from the automatic stay, (b) to seek an injunction, (c) to oppose any request for use of Cash Collateral that is inconsistent with this Interim Order or for the granting of any interest in the DIP Collateral or SOSF Pre-Petition Collateral, or of priority in favor of any other party, (d) to object to any sale of assets, or (e) to object to applications for allowance or payment of compensation of professionals or other parties seeking compensation or reimbursement from the Debtors' estates.

29. **No Consent to Charging/ No Marshalling/Equities of Case Waiver**. No action, inaction, or acquiescence by the DIP Lender or the SOSF Pre-Petition Lender shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Lender or SOSF Pre-Petition Lender to a charge against the DIP Collateral or the SOSF Pre-Petition Collateral pursuant to Sections 506(c), 552(b), or 105(a) of the Bankruptcy Code. Neither the DIP Lender nor the SOSF Pre-Petition Lender shall be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral or the SOSF Pre-Petition Collateral. The DIP Liens shall not be subject to Sections 510, 549, 550, or 551 of the Bankruptcy Code and, subject to entry of the Final Order, the "equities of the case" exception of Section 552(b) of the Bankruptcy Code shall not apply to the SOSF Pre-Petition Lender with respect to the SOSF

Pre-Petition Collateral and neither the Debtors nor any other party shall be entitled to assert the equities of the case exception.

30. **Binding Effect; Successors and Assigns**. The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Lender, the SOSF Pre-Petition Lender, the Debtors, and their respective successors and assigns (including any trustee or fiduciary hereafter appointed or elected as a legal representative of either Debtor, its estate, or with respect to the property of its estate) whether in these Cases, in any Successor Case, or upon dismissal of either Case or Successor Case; provided, however, that the DIP Lender shall have no obligation to extend any financing to, or permit the use of DIP Collateral by, any chapter 7 or chapter 11 trustee or similar representative person appointed for the Debtors' estates.

31. **Proofs of Claim**. Notwithstanding anything to the contrary contained in any prior or subsequent order of this Court:

(a) The DIP Lender shall not be required to file proofs of claim in either Case or any Successor Case in order to maintain the DIP Liens or its claims with respect to the DIP Obligations, all of which shall be due and payable in accordance with this Interim Order, the Final Order (subject to entry by the Court thereof), and the other DIP Documents, without the necessity of filing any such proof of claim; the evidence accompanying the Motion, and presented at the Interim Hearing, are deemed sufficient to and do constitute proofs of claim in respect of the DIP Obligations and the DIP Liens.

(b) The SOSF Pre-Petition Lender shall not be required to file any proof of claim with respect to any of the SOSF Pre-Petition Liens or SOSF Pre-Petition Obligations, and the failure to file any such proof of claim shall not affect the validity or enforceability of any of the SOSF Pre-Petition Liens or the SOSF Pre-Petition Obligations or prejudice or otherwise adversely affect the rights, remedies, powers, or privileges of the SOSF Pre-Petition Lender under the SOSF Pre-Petition Loan Documents; provided, further, that, for the avoidance of doubt, the filing of any proof of claim by the SOSF Pre-Petition Lender shall not in any way prejudice or otherwise adversely affect such parties' rights, remedies, powers, or privileges under the SOSF Pre-Petition Loan Documents and this Interim Order.

32. **Order Effective Immediately**. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062, 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Interim Order.

33. **Interim Order Governs**. In the event of any inconsistency or conflict between any of the terms and provisions of this Interim Order and the DIP Documents, the terms and provisions of this Interim Order shall govern.

34. **Credit Bidding**. Following entry of the Final Order, the DIP Lender shall have the unqualified right to credit bid up to the full amount of the applicable outstanding secured DIP Obligations, including any accrued interest, in any sale of the DIP Collateral (or any part thereof) without the need for further Court order authorizing the same, and whether such sale is effectuated through Section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under Section 725 of the Bankruptcy Code, or otherwise.

35. **No Third Party Rights**. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any party, creditor, equity holder, or other entity

other than the DIP Lender, the SOSF Pre-Petition Lender, the Pre-Petition Institutional Lenders and the Debtors, and their respective successors and assigns.

36. **Headings.** Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

37. **Retention of Jurisdiction.** This Court retains jurisdiction to interpret, implement, and enforce the provisions of this Interim Order and the other DIP Documents.

38. **Subsequent Reversal or Modification.** This Interim Order is entered pursuant to, inter alia, Section 364 of the Bankruptcy Code and Bankruptcy Rules 4001(c), granting the DIP Lender and the SOSF Pre-Petition Lender all protections afforded by Section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed, that action will not affect (a) the validity of any obligation, indebtedness, or liability incurred hereunder by the Debtors to the DIP Lender prior to the date of receipt by the DIP Lender of written notice of the effective date of such action, (b) the payment of any fees required under this Interim Order or the other DIP Documents, or (c) the validity and enforceability of any lien, claim, obligation, or priority authorized or created under this Interim Order or pursuant to the other DIP Documents or the SOSF Pre-Petition Loan Documents as of such date. Notwithstanding any such reversal, stay, modification, or vacatur, any postpetition indebtedness, obligation, or liability incurred by the Debtors to the DIP Lender or the SOSF Pre-Petition Lender prior to written notice being delivered to DIP Lender or the SOSF Pre-Petition Lender of the effective date of such action, shall be governed in all respects by the original provisions of this Interim Order, and the DIP Lender and the SOSF Pre-Petition Lender, as

applicable shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Documents with respect to all such indebtedness, obligations, or liabilities.

39. **Notice of Final Hearing**. The Debtors shall promptly serve by electronic mail, if known, or by _________ copies of this Interim Order and a notice of the Final Hearing (the "Final Hearing Notice") to be held on ____________________, 2026 at _________ to consider entry of the Final Order on the following: (i) the Office of the United States Trustee; (ii) counsel for the Bond Trustee; (iii) counsel for Signature; (iv) counsel for the DIP Lender; (v) those entities or individuals listed on the Debtors' list of 20 largest unsecured creditors; (vi) all other known parties asserting a lien against the Debtors' assets; and (vii) counsel to any Committee, to the extent appointed. Copies of the Motion, this Interim Order, and the Final Hearing Notice also shall be served upon all persons requesting service of papers pursuant to Bankruptcy Rule 2002 by United States mail, first class postage prepaid promptly following the receipt of such request. The Final Hearing Notice shall state that any party in interest objecting to the entry of the Final Order shall file written objections with the Court no later than ________________, 2026 , which objections shall be served so that the same are received on or before such date and time by: (a) counsel to the Debtors, Cullen and Dykman LLP, 333 Earle Ovington Boulevard, 2nd Floor, Uniondale, New York 11553 (Attn: Bonnie Pollack, bpollack@cullenllp.com); (b) counsel to the DIP Lender and SOSF Pre-Petition Lender, Stevens & Lee, 610 Freedom Boulevard, King of Prussia, PA. 19406 (Attn: Robert Lapowsky, robert.lapowsky@stevenslee.com); (c) counsel to the Committee, if one is appointed, and (d) the U.S. Trustee, ______________ (Attn:__________).

EXHIBIT 1
DIP TERM SHEET

SCHEDULE 1

MORTGAGED REAL PROPERTY OF LOURDES UNIVERSITY

Parcel ID#	Assessor #	Parcel Address
8202674	45021063	6737 Convent Blvd, Sylvania, Ohio
8202694	45021073	6725 Convent Blvd. Sylvania, Ohio
8209494	45021025	6676 Brint Rd Sylvania, Ohio

SCHEDULE 2

MORTGAGED REAL PROPERTY OF LOURDES PROPERTIES LLC

Parcel ID#	Assessor #	Parcel Address
8202691	45021066	6721 Convent Blvd Sylvania, Ohio
8202693	45021074	6721 Convent Blvd Sylvania, Ohio
8202701	45021071	6731 Convent Blvd Sylvania, Ohio
8202704	45021060	6675 Convent Blvd Sylvania, Ohio
8202705	45021084	6666 High St Sylvania, Ohio
8204104	45021061	5161 Allen St -Rear Sylvania, Ohio
8206762	45020017	6632 Brint Rd Sylvania, Ohio
8206763	45020031	6628 Brint Rd Sylvania, Ohio
8209507	45021023	5059 N McCord Sylvania, Ohio
8209601	45021010	6648 High St Sylvania, Ohio

EXHIBIT 2
BUDGET

Lourdes University **Attachment A**

Post Petition Cash Flow- Monthly

August 10, 2026 through December 31, 2026

DRAFT FOR DISCUSSION PURPOSES ONLY - CONFIDENTIAL AND PRIVILEGED

Category	Post Filing 8.10.26					
	8.10.26 to 8.31.26	September	October	November	December	Total
Beginning Cash Balance	$ 50,000	$ (700,125)	$ (1,259,592)	$ (2,095,354)	$ (2,393,356)	$ 50,000
Cash Receipts						
Net Tuition, Fees & Other						
Student Tuition Receivable	$ 5,000	$ 7,500				$ 12,500
Wickford rent(LP)		$ 21,330	$ 21,330	$ 21,330	$ 21,330	$ 85,320
Total Cash Receipts	$ 5,000	$ 28,830	$ 21,330	$ 21,330	$ 21,330	$ 97,820
Cash Available	$ 55,000	$ (671,295)	$ (1,238,262)	$ (2,074,024)	$ (2,372,026)	$ 147,820
Payroll & related						
Gross Payroll and ER taxes and 403B and HRA	$ (265,710)	$ (59,592)	$ (45,916)	$ (45,916)	$ (45,916)	$ (463,050)
Health insurance	$ (53,859)	$ (20,000)				$ (73,859)
Unemployment Insurance -Ohio Dept of Job and Family Services	$ -	$ -	$ (30,000)	$ -	$ -	$ (30,000)
	$ (319,569)	$ (79,592)	$ (75,916)	$ (45,916)	$ (45,916)	$ (566,909)
Retained Legal and Professional						
Cullen and Dykman	$ (130,000)	$ (200,000)	$ (125,000)	$ (75,000)	$ (75,000)	$ (605,000)
Hillyer Group	$ (60,000)	$ (80,000)	$ (65,000)	$ (60,000)	$ (50,000)	$ (315,000)
Marshall Melhorn	$ (25,000)	$ (50,000)	$ (50,000)	$ (50,000)	$ (25,000)	$ (200,000)
	$ (215,000)	$ (330,000)	$ (240,000)	$ (185,000)	$ (150,000)	$ (1,120,000)
Insurance Costs						
Hylant	$ -		$ (34,504)			$ (34,504)
Executive Risk & Miscellaneous coverages - Reimbursement of allocable portion of shared insurance to SOSF		$ -			$ (113,428)	$ (113,428)
Insurance Premium Commissions - Reimbursement of allocable portion of shared insurance to SOSF		$ (11,250)			$ (11,250)	$ (22,500)
Tail Insurance	$ -	$ -	$ (218,780)	$ -	$ -	$ (218,780)
	$ -	$ (11,250)	$ (253,284)	$ -	$ (124,678)	$ (389,212)
Overhead costs						
Anthology	$ (50,948)	$ -	$ -	$ -	$ -	$ (50,948)
Other IT	$ (50,000)	$ (60,000)	$ (50,000)	$ (25,000)	$ (25,000)	$ (210,000)
Pcard	$ (13,000)	$ (5,000)	$ (5,000)	$ (5,000)	$ -	$ (28,000)
Paylocity	$ (2,500)	$ (2,500)	$ (2,000)	$ (2,000)	$ (2,000)	$ (11,000)
Contingency	$ (5,000)	$ (10,000)	$ (10,000)	$ (10,000)	$ (10,000)	$ (45,000)
	$ (121,448)	$ (77,500)	$ (67,000)	$ (42,000)	$ (37,000)	$ (344,948)
Utilities						
Utilities						
Deposit (to be allocated)	$ (25,000)	$ -	$ -	$ -	$ -	$ (25,000)
Utilities	$ (42,570)	$ (42,570)	$ (42,570)	$ (42,570)	$ (62,570)	$ (232,850)
	$ (67,570)	$ (42,570)	$ (42,570)	$ (42,570)	$ (62,570)	$ (257,850)
Legal and Professional in ordinary costs						
Forvis	0	$ (27,000)	$ (27,000)	$ -	$ -	$ (54,000)
Geri A. Gregor, CPA PLLC	$ (20,000)	$ (5,000)	$ -	$ -	$ -	$ (25,000)
DIP Lender Attorney Fees	$ (11,538)	$ (15,385)	$ (19,231)	$ (3,846)	$ -	$ (50,000)
Appraisal fees	$ -	$ -	$ (120,000)	$ -	$ -	$ (120,000)
	$ (31,538)	$ (47,385)	$ (166,231)	$ (3,846)	$ -	$ (249,000)
Total Operating Disbursements	$ (755,125)	$ (588,297)	$ (845,001)	$ (319,332)	$ (420,164)	$ (2,927,919)
US Trustee fees	$ -	$ -	$ (12,091)	$ -	$ (14,260)	$ (26,351)
Ending Cash Balance	$ (700,125)	$ (1,259,592)	$ (2,095,354)	$ (2,393,356)	$ (2,806,451)	$ (2,806,451)

Lourdes University

Post Petition - 13 week Cash Flow Forecast

August 10, 2026 through December 31, 2026

DRAFT FOR DISCUSSION PURPOSES ONLY - CONFIDENTIAL AND PRIVILEGED

Category	8/15/26	8/22/26	8/29/26	9/5/26	9/12/26	9/19/26	9/26/26	10/3/26	10/10/26	10/17/26	10/24/26	10/31/26	Total
Beginning Cash Balance	$ 50,000	$ (206,941)	$ (219,941)	$ (700,125)	$ (698,795)	$ (732,341)	$ (779,726)	$ (1,259,592)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ 50,000
Cash Receipts													
Student Tuition Receivable	$ 5,000	$ -	$ -		$ 7,500	$ -			$ -	$ -			$ 12,500
Wickford Rent(LP)				$ 21,330				$ 21,330					$ 42,660
Total Cash Receipts	$ 5,000	$ -	$ -	$ 21,330	$ 7,500	$ -	$ -	$ 21,330	$ -	$ -	$ -	$ -	$ 55,160
Cash Available	$ 55,000	$ (206,941)	$ (219,941)	$ (678,795)	$ (691,295)	$ (732,341)	$ (779,726)	$ (1,238,262)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ 105,160
Operating Disbursements													
Adequate protection - Pymts Signature/BNY Mellon	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll and Related Expenses	$ (151,543)	$ -	$ (114,167)	$ -	$ (29,796)	$ -	$ (29,796)		$ (22,958)	$ -	$ -	$ (22,958)	$ (371,218)
Health Insurance	$ (53,859)			$ (20,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (73,859)
Unemployment Insurance								$ (30,000)					$ (30,000)
Retained Legal and Professional Fees			$ (215,000)	$ -	$ -	$ -	$ (330,000)					$ (240,000)	$ (785,000)
Insurance Costs					$ (11,250)	$ -				$ (34,504)		$ (218,780)	$ (264,534)
Overhead costs		$ (13,000)	$ (103,448)				$ (67,500)				$ (57,000)		$ (240,948)
Utilities - Security Deposit	$ (25,000)												$ (25,000)
Utilities			$ (42,570)				$ (42,570)				$ (42,570)		$ (127,710)
Professional fees in ordinary course	$ (31,538)					$ (47,385)				$ (166,231)			$ (245,154)
Contingency			$ (5,000)				$ (10,000)	$ -	$ -	$ -	$ (10,000)		$ (25,000)
Total Operating Disbursements	$ (261,941)	$ (13,000)	$ (480,185)	$ (20,000)	$ (41,046)	$ (47,385)	$ (479,866)	$ (30,000)	$ (22,958)	$ (200,735)	$ (109,570)	$ (481,738)	$ (2,188,423)
US Trustee fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (12,091)	$ -	$ (12,091)
Cash Balance before Sale of Property and debt payoff	$ (206,941)	$ (219,941)	$ (700,125)	$ (698,795)	$ (732,341)	$ (779,726)	$ (1,259,592)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ (2,095,354)	$ (2,095,354)
Ending Cash Balance	$ (206,941)	$ (219,941)	$ (700,125)	$ (698,795)	$ (732,341)	$ (779,726)	$ (1,259,592)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ (2,095,354)	$ (2,095,354)

Exhibit B

Final Order

(To be Filed at a Later Date)

<u>Exhibit C</u>

Term Sheet

TERM SHEET
FOR DIP FINANCING
LOURDES UNIVERSITY
LOURDES PROPERTIES, LLC
Debtors and Debtors-in-Possession
August 10, 2026

Borrowers:	Lourdes University and Lourdes Properties, LLC (each a "**Debtor**"), as debtors and debtors-in-possession under Chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") in cases (each a "**Case**") pending before the United States Bankruptcy Court for the Northern District of Ohio, Western Division (the "**Bankruptcy Court**").
Pre-Petition Lender:	Sisters of St. Francis of Sylvania Ohio
Pre-Petition Loans:	(a) The loans from the Pre-Petition Lender to one or both of the Borrowers (the "**Junior Pre-Petition Loan**") evidenced by that certain Promissory Note dated June 14, 2026 in the principal amount of $650,000 and secured by that certain Mortgage and Security Agreement dated June 14, 2026 (the "**$650,000 Mortgage**"), and (b) the loans (the **Senior Pre-Petition Loans**" and, together with the Junior Pre-Petition Loans, the "**Pre-Petition Loans**") evidenced by that certain amended and restated Promissory Note dated June 14, 2026 in the principal amount of $1,250,000 (as modified by that certain Allonge to Note dated July 29, 2026 pursuant to which, among other things, the principal amount was increased to $2,600,000) and secured by that certain Mortgage and Security Agreement dated June 14, 2026, as amended by that certain First Amendment to Mortgage and Security Agreement dated July 29, 2026 (collectively with the $650,000 Mortgage, the "**Pre-Petition Mortgages**"). For avoidance of doubt, the Junior Pre-Petition Loan is contractually subordinate to the Senior Pre-Petition Loans. Amounts due under the Pre-Petition Loans are referred to herein as the "**Pre-Petition Obligations**") and the documents evidencing and securing the Pre-Petition Loans are referred to herein as the "**Pre-Petition Loan Documents**").
DIP Lender:	Sisters of St. Francis of Sylvania Ohio
Petition Date:	August 10, 2026.
DIP Facility:	The DIP Lender will make loans (the "**DIP Loans**") to the Debtors under a debtor in possession term loan, multi-draw financing facility in a principal amount not to exceed $2,800,000 in the aggregate (the "**DIP Facility**"), in accordance with the terms and conditions set forth in this Term Sheet, the Interim DIP Order (as defined below), the Final DIP Order (as defined below), and the Budget (as defined below). Draws under the DIP Facility will be available until the Maturity Date (as defined below). Upon the entry of the Interim DIP Order, the Debtors shall be permitted to

borrow under the DIP Facility in an amount not to exceed $500,000 (the "**Interim Advance Cap**") in the aggregate, subject to the terms and conditions set forth in this Term Sheet and the Interim DIP Order and in accordance with the Budget.

DIP Obligations: As used in this Term Sheet and any ancillary documents that DIP Lender may require in its discretion, including any instruments and documents as may be executed and delivered in connection with or relating to the DIP Facility, the Interim DIP Order and the Final DIP Order and any other document made or delivered pursuant hereto or thereto (collectively, with the Term Sheet, the "**DIP Documents"**), the term "**DIP Obligations**" means (a) the due and punctual payment by the Debtors of (i) the unpaid principal amount of and interest on (including interest accruing after the maturity of the DIP Loan and interest accruing after the commencement of the Cases) the DIP Loan, as and when due, whether at maturity, by acceleration or otherwise, and (ii) all fees, costs and expenses incurred by the DIP Lender related to the Cases, including, but not limited to, in connection with negotiation and drafting of DIP Documents, the Interim DIP Order and the Final DIP Order, monitoring of the Cases, including the motion seeking approval of this Term Sheet and the DIP Loan and the enforcement of the DIP Lender's rights related to the DIP Loan, (iii) the Debtors' obligations to the DIP Lender under indemnities, whether primary, secondary, direct, indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise, of either Debtor to the DIP Lender arising under the DIP Documents, the Interim DIP Order and/or the Final DIP Order, and (b) the due and punctual performance of all covenants, duties and agreements of the Debtors to the DIP Lender under or pursuant to the DIP Documents, the Interim DIP Order and the Final DIP Order. The Debtors shall be jointly and severally liable for all DIP Obligations.

Use of Proceeds: All advances under the DIP Facility shall be used by the Debtors solely to fund their operations and to conduct and pursue the sale and liquidation of their properties, in accordance with a budget approved in writing by the DIP Lender (the "**Budget**"), as such Budget may be modified or extended with the DIP Lender's written consent. Further, no portion of the amounts advanced under the DIP Facility may be used to fund investigation or litigation of any claims against the DIP Lender or the Pre-Petition Lender provided, however, the Committee (defined below), if any, may use up to $10,000.00 (the "**Committee Investigation Budget**") of the amount provided for in the Budget for fees and expenses of the Committee to fund an investigation of the extent, validity and perfection of the liens and security interests granted to the Pre-Petition Lender to secure the Pre-Petition Loans (the "**Pre-Petition Liens**") and the amount of the Pre-Petition Loans (the "**Committee Investigation**"). Compliance with the Budget will first be measured following the first two weeks of the Case and, thereafter, will be tested every week of the Cases.

For the avoidance of doubt, the Debtors may amend the Budget with the written consent of the DIP Lender; provided, that the total amount of funding provided pursuant to the Budget shall not exceed the total amount of the DIP Facility authorized by the Interim DIP Order and the Final DIP Order, as applicable; and (B) at any given time, the Debtors' actual cash disbursements may, on a line item and cumulative basis, vary from the Budget by 10% (the "**Permitted Variance**"). For avoidance of doubt, unused amounts budgeted for a particular week shall roll forward to the subsequent week. As further set forth below, after the first two weeks of the Cases, the Debtors shall provide the DIP Lender with weekly and cumulative variance reporting on a line item basis, which reporting shall (1) detail the variance, if any, of actual cash disbursements from the Budget and (2) provide an explanation of any per line item variance greater than 10% (the "**Variance Report**").

DIP Closing Date: The later of the date of entry of the Interim DIP Order or the first business day thereafter on which the Conditions Precedent (as defined below) are either satisfied or are waived by the DIP Lender.

Interest Rate: Interest shall accrue on the principal portion of the DIP at the rate of 6% (the "**Interest Rate**") and shall be payable on the Maturity Date.

Default Interest Rate: Upon the occurrence and during the continuation of any Event of Default (as defined below), interest on the principal portion of the DIP Loan shall be payable at the Interest Rate, plus 2%. (the "**Default Interest Rate**").

Maturity Date: The DIP Obligations that are payable in cash shall be paid in full in cash on the date that is the earliest of (i) December 31, 2026 (as such date may be extended by mutual written agreement of the DIP Lender and the Debtors); (ii) the occurrence of an Event of Default (as defined below); and (iii) the sale of any property of either Debtor outside the ordinary course of business unless such sale is consented to by the DIP Lender.

Voluntary Prepayments: The Debtors may prepay the DIP Facility in whole or in part at any time without premium or penalty. No amounts prepaid may be reborrowed.

Mandatory Prepayments: The proceeds from any and all asset sales (other than sales in the ordinary course of business) shall be applied in the following order: (i) to pay all claims secured by liens senior in priority to the DIP Liens (as defined below), (ii)) to pay the fees and expenses of the DIP Lender, (iii) to pay interest with respect to the outstanding principal amount of the DIP Loans, (iv) to pay the principal amount of DIP Loans, (v) to pay the fees and expenses of the Pre-Petition Lender with respect to the Pre-Petition Loans, (vi) to pay interest with respect to the outstanding principal amount of the Senior Prepetition Loans, (vii) to pay the principal amount of the Senior Pre-Petition Loans, (viii) to pay any interest with respect to the outstanding principal amount of the Junior Prepetition Loan, (ix) to pay the principal amount of the Junior Pre-Petition Loans, and then, (x) to the Debtors' estates.

DIP Borrowing Requests All requests for DIP Loans shall be initiated by the Borrower sending an email borrowing request to the DIP Lender c/o Jennifer Belt at JBelt@sistersosf.org.. Provided, (a) as of the date of receipt of such request, either the Initial Approved Budget or a replacement budget adopted with the written consent of the DIP Lender is in force, (b) the applicable request would not, if fully funded, cause the total of DIP Loans to exceed the amount authorized under the Interim DIP Order, if such request is received prior to entry of the Final DIP Order, or the amount authorized under the Final DIP Order, if the Final DIP Order has been entered, and (c) all conditions precedent to advances stated in subsections (i)-(v) and (viii) of the Conditions Precedent section, below, have been and remain satisfied, such request for advance shall be deemed approved by the DIP Lender unless, within three (3) business days of receipt of such request (the "**Approval Period**"), the DIP Lender advises the Debtors that the request has not been approved. Approved requests for advances shall be funded by the DIP Lender prior to the second (2^{nd}) business day following expiration of the applicable Approval Period. In the event the DIP Lender does not approve all, or any portion of, a requested DIP Loan, the Debtors may, upon motion and notice to the DIP Lender, seek an order of the Bankruptcy Court compelling the DIP Lender to fund such DIP Loans, and the DIP Lender reserves all rights to oppose entry of such order. However, the DIP Lender shall fund any portion of a funding request meeting the requirements stated in subsection (a), (b) and (c) of this paragraph that is not disputed by DIP Lender.

DIP Collateral: All the DIP Obligations, shall be:

(i) entitled to superpriority claim status in the Cases under Section 364(c)(1) of the Bankruptcy Code with priority over all administrative expense claims, secured claims and unsecured claims now existing or hereafter arising under the Bankruptcy Code, including, without limitation, (x) the pre-petition claims and adequate protection claims of the Pre-Petition Lender and (y) those specified in Bankruptcy Code Sections 105, 326, 328, 330, 331, 364(c), 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1114 or any other provision of the Bankruptcy Code or otherwise. The superpriority claims of the DIP Lender may be repaid from any cash of the Debtors, including without limitation, cash collateral and any proceeds from Avoidance Actions (as defined below); and

(ii) secured, pursuant to Section 364(c)(2) of the Bankruptcy Code, by a first priority, perfected security interest in and lien upon all of the each Debtor's right, title and interest in property of such Debtor's estate as of the Petition Date that, as of the Petition Date, was unencumbered encumbered by liens, that were valid, enforceable and nonavoidable (the "**Unencumbered Petition Date Debtor Collateral**"); and

(iii) secured, pursuant to Section 364(c)(3) of the Bankruptcy Code, by a valid, enforceable fully perfected security interest in and lien upon all of each Debtor's rights, title and interest in property of such Debtor's estate as of the Petition Date that, as of the Petition Date, was encumbered by liens, that were valid, enforceable and nonavoidable (collectively, "**Permitted Priority Liens**") with priority (a) senior to the liens securing the Pre-Petition Obligations, and (b) junior to all other Permitted Priority Liens (the "**Encumbered Petition Date Debtor Collateral**");

(iv) secured by a valid, enforceable fully perfected first priority security interest in and lien upon all of each Debtor's right, title and interest in property acquired on or after the Petition Date (including, without limitation, estate causes of action under Chapter 5 of the Bankruptcy Code, together with the proceeds thereof and property received thereby (the "**Avoidance Actions**"), whether now existing or hereafter acquired or arising (the "**Post-Petition Debtor Collateral**" and collectively with the Unencumbered Petition Date Debtor Collateral and the Encumbered Petition Date Debtor Collateral, the "**DIP Collateral**"),,).

For avoidance of doubt, pursuant to Section 364(d) of the Bankruptcy Code, the security interests and liens granted to the DIP Lender in DIP Collateral shall have priority over any and all liens and security interests securing the Pre-Petition Obligations. The liens granted to secure the DIP Facility are herein referred to as the "**DIP Liens**").

The DIP Liens shall be deemed perfected without any further action by the DIP Lender, including the filing of mortgages, the filing of Uniform Commercial Code financing statements or the taking possession of any DIP Collateral.

Conditions Precedent

Advances under the DIP Facility shall be subject to satisfaction or waiver by the DIP Lender of the following conditions precedent:

(i) The Cases shall have been commenced in the Bankruptcy Court for the Northern District of Ohio (the "**Bankruptcy Court**") and all of the "first day" motions and related pleadings shall have been reviewed in advance by the DIP Lender and filed and orders granting the following "first day" motions (a) Motion to Approve Payment of Employee Wages and Continuation of Severance Program, (b) Motion to Approve Utility Provider Adequate Protection, and (c) Motion to Maintain Insurance Policies, shall have been entered by the Bankruptcy Court, in each case, in form and substance reasonably satisfactory to the DIP Lender;

(ii) There shall be in full force and effect an order allowing the Debtors to use cash collateral unless the Debtors and the DIP Lender shall have agreed that no party has an interest in either Debtor's cash collateral.

(iii) The DIP Lender shall have received (a) a cash forecast for the period from the Petition Date through the end of the thirteenth (13^{th}) full week following the Petition Date setting forth projected cash flows and disbursements, to be in form, scope and substance acceptable to the DIP Lender (the "**Initial Approved Budget**"), which shall be the Budget unless and until replaced by another budget approved in writing by the DP Lender;

(iv) As to DIP Loans up to the Interim Advance Cap, an interim debtor-in-possession financing order (the "**Interim DIP Order**"), in form and substance acceptable to the DIP Lender, incorporating the terms hereof and containing such other provisions as the DIP Lender may require, shall have been entered by the Bankruptcy Court (upon motion in form and substance reasonably satisfactory to the DIP Lender) by not later than seven (7) Business Days after the Petition Date (as such period may be extended by mutual written agreement of the DIP Lender and the Debtors) and the Interim DIP Order shall not have been reversed, stayed, modified, amended, vacated or appealed without the prior written consent of the DIP Lender.

(v) As to DIP Loans in excess of the Interim Avance Cap, a final debtor-in-possession financing order (the "**Final DIP Order**" and, together with the Interim DIP Order, collectively, the "**DIP Orders**") in form and substance acceptable to the DIP Lender, incorporating the terms hereof and containing such other provisions as the DIP Lender may require, shall have been entered no later than sixty (60) days after the Petition Date (as such period may be extended by mutual written agreement of the DIP Lender and the Debtors) which has not been reversed, stayed, modified, amended, vacated or appealed;

(vi) The Debtors shall be in compliance in all respects with the DIP Orders;

(vii) all material Debtor consents and approvals necessary in connection with the DIP Facility, the financing thereunder and the related transactions shall have been obtained;

(viii) no Default (as defined below) or Event of Default shall exist;

(ix) all Debtor representations and warranties contained herein, shall be true and correct in all material respects;

(x) the DIP Lender shall have received such other information and/or deliverables as the DIP Lender may reasonably require.

Carve Out: The liens on and security interests in the DIP Collateral and the super-priority administrative expense claims shall be subordinate to the "**Carve Out**." For purposes hereof, the "Carve Out" means: (i) all unpaid fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, (ii) after the occurrence and during the continuance of an Event of Default (as defined below) and following delivery by the DIP

Lender to the professionals retained by the Debtors and the Committee of a written notice (the "**Carve Out Trigger Notice**"), all allowed and unpaid professional fees and out-of-pocket disbursements incurred by the Debtors and one statutory committee appointed in the Cases (the "**Committee**") on and after delivery of the Carve Out Trigger Notice, that remain unpaid subsequent to the payment, pro rata with other nonpriority administrative creditors, of such fees and expenses from available funds remaining in either Debtor's estate for such creditors, in an aggregate amount not exceeding $50,000, and (iii) all allowed and unpaid professional fees and disbursements (regardless of when such fees and disbursements become allowed by order of the Court) incurred or accrued by the Debtors and the Committee at any time prior to the delivery of a Carve Out Trigger Notice in an aggregate amount not exceeding the budgeted amounts for such unpaid professional fees and disbursements as reflected in the Budget, in each of the foregoing clauses (ii) and (iii), to the extent allowed by the Court; provided, however, that nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clauses (ii) and (iii), and provided further that payment of the Carve-Out shall not reduce the amounts payable to the DIP Lender under the DIP Documents and to the Pre-Petition Lender under the Pre-Petition Loans.

Adequate Protection: As more fully set forth in the Interim DIP Order and Final DIP Order, the Pre-Petition Lender shall be granted adequate protection in an amount equal to the diminution in value of the Debtors' property securing the Pre-Petition Obligations (the "**Pre-Petition Collateral**") in the form of super-priority claims and replacement liens on all DIP Collateral which replacement liens shall be equal in priority to the DIP Liens.

Representations and Warranties: Debtors hereby represents and warrants that:

1. Each is duly organized, validly existing, in good standing and qualified to do business in the state of its organization.

2. Each Debtor has full power and authority, subject to any necessary approvals of the Bankruptcy Court, to operate its business, to liquidate its property, to execute, deliver and perform this Term Sheet and associated documents and to incur obligations under this Term Sheet, the Interim DIP Order and the Final DIP Order.

Affirmative Covenants:

1. Each Debtor covenants and agrees with the DIP Lender that, unless the DIP Lender otherwise consents in writing, so long as any amount remains outstanding under the DIP Facility or the Pre-Petition Loans, it shall use the advances made under the DIP Facility only for the purposes identified in the Budget and, in no event, whether such amounts remain outstanding or not, shall either Debtor use such funds to commence any action

against the DIP Lender, the Pre-Petition Lender or their affiliates, employees, directors, officers or principals.

2. As more fully set forth in the Interim DIP Order and Final DIP Order, each Debtor further covenants and agrees that neither the DIP Obligations nor the Pre-Petition Obligations shall be subject to setoff or recoupment or any such rights under Bankruptcy Code section 553 or otherwise with respect to any claim either Debtor may have against the DIP Lender or the Pre-Petition Lender.

3. Each Debtor further covenants and agrees that it shall:

(a) deliver to the DIP Lender (i) certifications upon submission of each borrowing request with respect to compliance with the Budget and any other information reasonably requested by the DIP Lender, (ii) every two (2) weeks (commencing after the first two weeks of the Cases) and no later than the fourth (4th) business day of each such week (the "**<u>Reporting Date</u>**"), the Variance Report, (iii) every two (2) weeks a revised rolling-13 week cash flow projection no later than the fourth (4^{th}) business day of each such week <u>provided</u>, <u>however</u>, such revised projection shall not be a Budget unless approved in writing by the DIP Lender, (iv) as soon as possible and in any event within three (3) business days after an officer or trustee of either Debtor obtains actual knowledge, or after due inquiry, would have obtained such knowledge by acting in good faith and in a prudent manner in the performance of his or her duties, of the occurrence of any condition, occurrence or event which, after notice or lapse of time or both, would constitute an Event of Default (a "**<u>Default</u>**"), a statement of an officer or director of such Debtor setting forth details of such Default and the action which such Debtor has taken and proposes to take with respect thereto, and (v) as soon as possible and in any event within three (3) business days after an officer or trustee of either Debtor obtains actual knowledge, or after due inquiry, would have obtained such knowledge by acting in good faith and in a prudent manner in the performance of his or her duties, of the occurrence of any material adverse development with respect to any loss, damage, investigation, claim, litigation, action, proceeding or controversy involving such Debtor, notice thereof and as soon as practicable thereafter, to the extent the DIP Lender requests, copies of all documentation relating thereto;

(b) permit the DIP Lender and its representatives and designees to visit and inspect the properties, books and records of such Debtor upon reasonable notice at the Debtors' expense;

(c) subject to the Budget, pay all taxes, assessments, contributions and other governmental charges imposed upon such Debtor or any of its properties or assets as they become due and payable, to the extent payment and/or enforcement thereof is not stayed as a result of the Cases;

(d) maintain in good working order all material properties owned by such Debtor, as and to the extent in good working order as of the Petition Date;

(e) maintain insurance with respect to the business and property of such Debtor against loss of the kind and in the amounts maintained by such Debtor as of the Petition Date;

(f) comply in all material respects with the requirements of all applicable laws;

(g) promptly upon request execute and deliver such documents and do such other acts as the DIP Lender may reasonably request in connection with the DIP Facility, (including but not limited to execution of any additional security documents that may be required by the DIP Lender to secure the DIP Liens);

(h) maintain compliance with the Budget (subject to any Permitted Variance) and all other provisions of the DIP Documents;

(i) perform all obligations of the Debtors under the DIP Facility, the other DIP Documents and the Interim DIP Order and the Final DIP Order, as applicable; and

(j) at all times prior to the Maturity Date, maintain the ownership structure of the Debtors.

Negative Covenants:

Eash Debtor hereby covenants and agrees that it shall not:

(a) except to the extent existing as of the Petition Date, incur any liens other than liens permitted in writing by the DIP Lender;

(b) except to the extent existing as of the Pettion Date, make any investments in any person or make any loan to any person (other than as permitted in writing by the DIP Lender);

(c) engage in any business other than the business engaged in by such Debtor on the Petition Date except with the written consent of the DIP Lender;

(d) acquire assets, merge, consolidate or dissolve without the consent of the DIP Lender/Pre-Petition Lender;

(e) terminate or agree to any modification to any organizational documents of such Debtor except with the written consent of the DIP Lender;

(f) engage in any transactions with insiders without the consent of the DIP Lender and the Pre-Petition Lender except for (i) payments of compensation and benefits incurred in the ordinary course of business, provided for in the Budget, and (ii) payments permitted under a court approved employee incentive program, a court approved employee retention program and/or a court approved severance program provided for in the Budget;

(g) use proceeds of the DIP Collateral or Pre-Petition Collateral to, investigate or challenge the validity, perfection, priority, extent, or enforceability of Pre-Petition Liens except for such use to fund the Committee Investigation in an amount not to exceed the Committee Investigation Budget;

(h) amend the Interim DIP Order, the Final DIP Order or the Budget without the DIP Lender/Pre-Petition Lender's consent;

(i) agree to entry of any order precluding or modifying the DIP Lender's or the Pre-Petition Lender's rights to "credit bid" for such Debtor's assets;

(j) other than the Carve-Out as permitted by this Term Sheet, consent to the granting of adequate protection payments or liens, super-priority administrative expense claims or liens having priority senior or pari passu with those granted to the DIP Lender or Pre-Petition Lender.

Events of Default: "**Events of Default**" shall include the occurrence of any of the following:

1. The failure by either Debtor to perform or comply with any term, condition, covenant or obligation (including a payment obligation) contained in this Term Sheet, the DIP Facility, the other DIP Documents, the Interim DIP Order or Final DIP Order.

2. The cessation of the DIP Facility to be in full force and effect or the DIP Facility being declared by the Bankruptcy Court to be null and void or the validity or enforceability of the DIP Facility being contested by either Debtor or either Debtor denies in writing that it has any further liability or obligation under the DIP Facility or the DIP Lender ceasing to have the benefit of the DIP Liens.

3. Except as permitted in the Interim DIP Order or Final DIP Order, the entry of any order of the Bankruptcy Court granting to any third party a claim or lien pari passu with or senior to that granted to the DIP Lender hereunder.

4. Until the DIP Obligations are repaid in full, either Debtor shall make any payment of principal or interest or otherwise on account of any indebtedness or payables other than the DIP Obligations or other than in accordance with the Budget approved by the DIP Lender, subject to the Permitted Variance.

5. The Debtors fail to make any payments due under the Interim DIP Order or Final DIP Order within three (3) business days of when due.

6. The entry of an order converting either Case to a case under chapter 7 of the Bankruptcy Code, or either Debtor filing a motion seeking such relief or not opposing a motion seeking such relief within ten (10) days of filing of such motion.

7. The entry of an order dismissing either Case, or either Debtor filing a motion seeking such relief or not opposing a motion seeking such relief within ten (10) days of filing of such motion.

8. The entry of any order in either Case or any successor case, which order constitutes the stay, modification, appeal or reversal of the Interim DIP Order or Final DIP Order or which otherwise affects the effectiveness of the Interim DIP Order or Final DIP Order.

9. The entry of an order in either Case appointing any examiner having expanded powers or a trustee to operate all or any part of either Debtor's business.

10. The entry of an order in either Case granting relief from the automatic stay so as to allow a third party or third parties to proceed against any material property, including the DIP Collateral, of either Debtor or to commence or continue any prepetition litigation against either Debtor involving potential liability not covered by insurance, in excess of $50,000 in the aggregate.

11. Any judgment or order as to postpetition liability or debt for the payment of money in excess of $150,000 shall be rendered against

either Debtor individually or in the aggregate, and the enforcement thereof shall not have been stayed.

12. Any non-monetary, judgment or order with respect to a postpetition event shall be rendered against either Debtor which does or would reasonably be expected to (i) cause a material adverse change in the financial condition, business, prospects, operations or assets of either Debtor or (ii) have a material adverse effect on the rights and remedies of the DIP Lender hereunder, and there shall be a period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect.

13. The Interim DIP Order or Final DIP Order being amended or modified without the consent of the DIP Lender.

Upon the occurrence and during the continuance of any Event of Default, the DIP Lender may:

(1) declare the principal of and accrued interest on the outstanding borrowings, and any other DIP Obligations, to be immediately due and payable and

(2) terminate, as applicable, any further commitments under the DIP Facility; and

(3) charge the Default Interest Rate.

<u>Section 506(c) Waiver</u>: The Final DIP Order shall include a ruling that no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any DIP Collateral or Pre-Petition Collateral pursuant to Section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender and the Pre-Petition Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender or the Pre-Petition Lender.

<u>Section 552(b)</u>: Upon entry of the Final DIP Order, the Pre-Petition Lender shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code and neither Debtor nor any other party shall be entitled to an "equities of the case" exception to such rights and benefits.

<u>Reservation of Rights</u>: Nothing herein or in the DIP Orders shall be deemed to waive, modify or otherwise impair the rights of the Pre-Petition Lender, and the Pre-Petition Lender expressly reserves all of its rights and remedies under the Pre-Petition Loan Documents and applicable law in connection with all defaults and "Events of Default" thereunder. Without limiting the foregoing, nothing herein shall have the effect of, or shall be construed as having the effect of, amending or waiving any covenant, term or provision of any Pre-Petition Loan Document, or any rights or remedies of the Pre-Petition Lender thereunder, including (without limitation) any right to require strict compliance with such covenant, term or provision despite any consent or agreement contained herein.

<u>Challenge Period</u>: The DIP Orders shall establish a deadline that (i) in the case of a Committee, is the earlier of (a) sixty (60) days after the appointment of the Committee or (b) seventy-five (75) days after the Petition Date, and (ii) in the case of a creditor or other party in interest (other than a Committee), is sixty (60) days after the Petition Date, by which the Committee, creditor or party-in-interest is required to commence an adversary proceeding or contested matter (as appliable) against the Pre-Petition Lender for the purpose of challenging the validity, extent, priority, perfection and enforceability of the pre-petition secured debt under the Pre-Petition Loans, or the liens, claims and security interests in the collateral in favor of the Pre-Petition Lender on behalf of either Debtor's estate. If such an adversary proceeding is not commenced within such period, then the Pre-Petition Lender shall automatically receive full releases from claims related to the Pre-Petition Loans, and the liens of the Pre-Petition Lender shall be valid, perfected, enforceable and unavoidable without any further action by the Pre-Petition Lender under the terms of the Final DIP Order. The deadlines for commencing such adversary proceeding shall be tolled by the filing of a motion seeking standing to commence such action with a copy of the proposed adversary complaint attached until the fifth (5^{th}) day following disposition of such standing motion by the Bankruptcy Court.

<u>Releases</u>: The Interim DIP Order shall contain and approve the admissions, stipulations, and agreements of the Debtors on behalf of and for themselves, with regard to, <u>inter</u> <u>alia</u>, the Pre-Petition Obligations, the Pre-Petition Loans and the liens securing the Prepetition Loans.

Upon the entry of the Final DIP Order, in consideration of (i) the DIP Lender's agreement to the making of postpetition loans, advances and providing other credit and financial accommodations to either Debtor pursuant to the DIP Documents, and (ii) the Pre-Petition Lender's agreement to the priming of the liens securing the Pre-Petition Loans by the DIP Liens, each Debtor, on behalf of and for itself (each a "**<u>Releasor</u>**"), shall forever release, discharge and acquit the DIP Lender and the Pre-Petition Lender and their respective participants, employees, officers, directors, principals, agents, attorneys and predecessors-in-interest (collectively, the "**<u>Releasees</u>**") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description, including, without limitation, any so-called "lender liability" claims or defenses, that such Releasor had, has or hereafter can or may have against Releasees as of the date hereof, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, in respect of the DIP Loans and the Pre-Petition Loans except to the extent arising from the Releasee's gross negligence, willful misconduct or actual fraud as determined by a final non-appealable judgment of a court of competent jurisdiction.. Notwithstanding anything to the contrary herein, the Debtors' releases (a) do not extend to the DIP Lender's obligations to make the advances and otherwise comply with the terms of this Term Sheet, the Interim DIP Order and Final DIP Order, and (b) do not preclude the Committee or any other party from challenging the extent, validity and/or perfection of the liens and claims asserted by the Pre-Petition Lender subject to the requirements set forth above.

Indemnification: Debtor shall agree to indemnify and hold harmless the DIP Lender and each of its affiliates and shareholders, members, partners or other stakeholders and each of the foregoing's respective officers, directors, employees, agents, advisors and representatives (each, an "**Indemnified Party**") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith), arising out of or in connection with or by reason of the transactions contemplated hereby, except to the extent arising from an Indemnified Party's gross negligence, willful misconduct or actual fraud as determined by a final non-appealable judgment of a court of competent jurisdiction. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by either Debtor, any of their respective directors, security holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.

Governing Law: The laws of the State of Ohio (excluding the laws applicable to conflicts or choice of law), except as governed by the Bankruptcy Code.

Miscellaneous: This Term Sheet sets forth all of the conditions, covenants, representations, warranties, events of default and other provisions related to the matters set forth herein. Subject to entry of the DIP Orders, this Term Sheet shall be binding on the Debtors, the DIP Lender and the Pre-Petition Lender. This Term Sheet may not be amended or modified other than by writing executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned, by and through its duly authorized officer, agent or other signatory, has executed this Term Sheet on this, the date first set forth above.

LOURDES UNIVERSITY

By: Jonnie Hodges
Name: Jonnie Hodges
Title: Chair, Board of Trustees

LOURDES PROPERTIES LLC

By: Lourdes University, Sole Member

By: Jonnie Hodges
Name: Jonnie Hodges
Title: Chair, Board of Trustees

SISTERS OF ST. FRANCIS OF SYLVANIA, OHIO, as DIP Lender and Pre-Petition Lender

By: ________________________________
Name:________________________
Title: ________________________

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned, by and through its duly authorized officer, agent or other signatory, has executed this Term Sheet on this, the date first set forth above.

LOURDES UNIVERSITY

By: ___________________________
Name: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Title: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

LOURDES PROPERTIES LLC

By: Lourdes University, Sole Member

By:______________________
Name: ___________________
Title: ____________________

SISTERS OF ST. FRANCIS OF SYLVANIA, OHIO, as DIP Lender and Pre-Petition Lender

By: Sr. Sharon Derivan
Name: Sister Sharon Derivan
Title: Congregational Minister

Lourdes University Attachment A

Post Petition Cash Flow- Monthly

August 10, 2026 through December 31, 2026

DRAFT FOR DISCUSSION PURPOSES ONLY - CONFIDENTIAL AND PRIVILEGED

Category	Post Filing 8.10.26					
	8.10.26 to 8.31.26	September	October	November	December	Total
Beginning Cash Balance	$ 50,000	$ (700,125)	$ (1,259,592)	$ (2,095,354)	$ (2,393,356)	$ 50,000
Cash Receipts						
Net Tuition, Fees & Other						
Student Tuition Receivable	$ 5,000	$ 7,500				$ 12,500
Wickford rent(LP)		$ 21,330	$ 21,330	$ 21,330	$ 21,330	$ 85,320
Total Cash Receipts	$ 5,000	$ 28,830	$ 21,330	$ 21,330	$ 21,330	$ 97,820
Cash Available	$ 55,000	$ (671,295)	$ (1,238,262)	$ (2,074,024)	$ (2,372,026)	$ 147,820
Payroll & related						
Gross Payroll and ER taxes and 403B and HRA	$ (265,710)	$ (59,592)	$ (45,916)	$ (45,916)	$ (45,916)	$ (463,050)
Health insurance	$ (53,859)	$ (20,000)				$ (73,859)
Unemployment Insurance -Ohio Dept of Job and Family Services	$ -	$ -	$ (30,000)	$ -	$ -	$ (30,000)
	$ (319,569)	$ (79,592)	$ (75,916)	$ (45,916)	$ (45,916)	$ (566,909)
Retained Legal and Professional						
Cullen and Dykman	$ (130,000)	$ (200,000)	$ (125,000)	$ (75,000)	$ (75,000)	$ (605,000)
Hillyer Group	$ (60,000)	$ (80,000)	$ (65,000)	$ (60,000)	$ (50,000)	$ (315,000)
Marshall Melhorn	$ (25,000)	$ (50,000)	$ (50,000)	$ (50,000)	$ (25,000)	$ (200,000)
	$ (215,000)	$ (330,000)	$ (240,000)	$ (185,000)	$ (150,000)	$ (1,120,000)
Insurance Costs						
Hylant	$ -		$ (34,504)			$ (34,504)
Executive Risk & Miscellaneous coverages - Reimbursement of allocable portion of shared insurance to SOSF		$ -			$ (113,428)	$ (113,428)
Insurance Premium Commissions - Reimbursement of allocable portion of shared insurance to SOSF		$ (11,250)			$ (11,250)	$ (22,500)
Tail Insurance	$ -	$ -	$ (218,780)	$ -	$ -	$ (218,780)
	$ -	$ (11,250)	$ (253,284)	$ -	$ (124,678)	$ (389,212)
Overhead costs						
Anthology	$ (50,948)	$ -	$ -	$ -	$ -	$ (50,948)
Other IT	$ (50,000)	$ (60,000)	$ (50,000)	$ (25,000)	$ (25,000)	$ (210,000)
Pcard	$ (13,000)	$ (5,000)	$ (5,000)	$ (5,000)	$ -	$ (28,000)
Paylocity	$ (2,500)	$ (2,500)	$ (2,000)	$ (2,000)	$ (2,000)	$ (11,000)
Contingency	$ (5,000)	$ (10,000)	$ (10,000)	$ (10,000)	$ (10,000)	$ (45,000)
	$ (121,448)	$ (77,500)	$ (67,000)	$ (42,000)	$ (37,000)	$ (344,948)
Utilities						
Utilities						
Deposit (to be allocated)	$ (25,000)	$ -	$ -	$ -	$ -	$ (25,000)
Utilities	$ (42,570)	$ (42,570)	$ (42,570)	$ (42,570)	$ (62,570)	$ (232,850)
	$ (67,570)	$ (42,570)	$ (42,570)	$ (42,570)	$ (62,570)	$ (257,850)
Legal and Professional in ordinary costs						
Forvis	0	$ (27,000)	$ (27,000)	$ -	$ -	$ (54,000)
Geri A. Gregor, CPA PLLC	$ (20,000)	$ (5,000)	$ -	$ -	$ -	$ (25,000)
DIP Lender Attorney Fees	$ (11,538)	$ (15,385)	$ (19,231)	$ (3,846)	$ -	$ (50,000)
Appraisal fees	$ -	$ -	$ (120,000)	$ -	$ -	$ (120,000)
	$ (31,538)	$ (47,385)	$ (166,231)	$ (3,846)	$ -	$ (249,000)
Total Operating Disbursements	$ (755,125)	$ (588,297)	$ (845,001)	$ (319,332)	$ (420,164)	$ (2,927,919)
US Trustee fees	$ -	$ -	$ (12,091)	$ -	$ (14,260)	$ (26,351)
Ending Cash Balance	$ (700,125)	$ (1,259,592)	$ (2,095,354)	$ (2,393,356)	$ (2,806,451)	$ (2,806,451)

Lourdes University

Post Petition - 13 week Cash Flow Forecast

August 10, 2026 through December 31, 2026

DRAFT FOR DISCUSSION PURPOSES ONLY - CONFIDENTIAL AND PRIVILEGED

Category	8/15/26	8/22/26	8/29/26	9/5/26	9/12/26	9/19/26	9/26/26	10/3/26	10/10/26	10/17/26	10/24/26	10/31/26	Total
Beginning Cash Balance	$ 50,000	$ (206,941)	$ (219,941)	$ (700,125)	$ (698,795)	$ (732,341)	$ (779,726)	$ (1,259,592)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ 50,000
Cash Receipts													
Student Tuition Receivable	$ 5,000	$ -	$ -		$ 7,500	$ -			$ -	$ -			$ 12,500
Wickford Rent(LP)				$ 21,330				$ 21,330					$ 42,660
Total Cash Receipts	$ 5,000	$ -	$ -	$ 21,330	$ 7,500	$ -	$ -	$ 21,330	$ -	$ -	$ -	$ -	$ 55,160
Cash Available	$ 55,000	$ (206,941)	$ (219,941)	$ (678,795)	$ (691,295)	$ (732,341)	$ (779,726)	$ (1,238,262)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ 105,160
Operating Disbursements													
Adequate protection - Pymts Signature/BNY Mellon	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll and Related Expenses	$ (151,543)	$ -	$ (114,167)	$ -	$ (29,796)	$ -	$ (29,796)		$ (22,958)	$ -	$ -	$ (22,958)	$ (371,218)
Health Insurance	$ (53,859)			$ (20,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (73,859)
Unemployment Insurance								$ (30,000)					$ (30,000)
Retained Legal and Professional Fees			$ (215,000)	$ -	$ -	$ -	$ (330,000)					$ (240,000)	$ (785,000)
Insurance Costs					$ (11,250)	$ -				$ (34,504)		$ (218,780)	$ (264,534)
Overhead costs		$ (13,000)	$ (103,448)				$ (67,500)				$ (57,000)		$ (240,948)
Utilities - Security Deposit	$ (25,000)												$ (25,000)
Utilities			$ (42,570)				$ (42,570)				$ (42,570)		$ (127,710)
Professional fees in ordinary course	$ (31,538)					$ (47,385)				$ (166,231)			$ (245,154)
Contingency			$ (5,000)				$ (10,000)	$ -	$ -	$ -	$ (10,000)		$ (25,000)
Total Operating Disbursements	$ (261,941)	$ (13,000)	$ (480,185)	$ (20,000)	$ (41,046)	$ (47,385)	$ (479,866)	$ (30,000)	$ (22,958)	$ (200,735)	$ (109,570)	$ (481,738)	$ (2,188,423)
US Trusteefees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (12,091)	$ -	$ (12,091)
Cash Balance before Sale of Property and debt payoff	$ (206,941)	$ (219,941)	$ (700,126)	$ (698,795)	$ (732,341)	$ (779,726)	$ (1,269,592)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ (2,095,354)	$ (2,095,354)
Ending Cash Balance	$ (206,941)	$ (219,941)	$ (700,125)	$ (698,795)	$ (732,341)	$ (779,726)	$ (1,259,592)	$ (1,268,262)	$ (1,291,220)	$ (1,491,955)	$ (1,613,616)	$ (2,095,354)	$ (2,095,354)