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

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

APPLICATION PURSUANT TO 11 U.S.C. §327(a) FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION OF CULLEN AND DYKMAN LLP AS COUNSEL TO THE DEBTORSS EFFECTIVE AS OF THE PETITION DATE

Lourdes University and Lourdes Properties, LLC, the above-captioned Debtors and Debtorss-in-possession (the "**Debtors**"), hereby submit this application (the "**Application**") for entry of an order, pursuant to sections 105(a), 327(a) and 328 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**") and Rules 2014, 2016 and 5002 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), authorizing the retention and employment of Cullen and Dykman LLP ("**C&D**") as counsel to the Debtors, effective as of the Petition Date (defined below). The facts and circumstances supporting this Application are set forth herein and in the Declaration of Matthew G. Roseman, Esq. (the "**Roseman Declaration**"), annexed hereto as **Exhibit "A"**. In further support of this Application, the Debtors respectfully state as follows:

INTRODUCTION

1. On August 10, 2026 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code.

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

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2. The Debtors remains in possession of its property and continues in the operation and management of its business as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. On August 14, 2026, an Order authorizing the joint administration of the Debtors' cases was entered by the Bankruptcy Court.

4. No official committee of unsecured creditors has been appointed by the Office of the United States Trustee for the Northern District of Ohio in these chapter 11 cases.

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

JURISDICTION AND VENUE

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

7. The statutory predicates for the relief sought herein are sections 105, 327 and 328 of the Bankruptcy Code and Bankruptcy Rules 2014, 2016 and 5002.

RELIEF REQUESTED

8. By this Application, the Debtors respectfully request that this Court enter an order, substantially in the form annexed hereto as **Exhibit "B"**, authorizing the employment and retention of C&D as counsel to the Debtors as of the Petition Date.

A. Scope of Employment

9. The Debtors have selected to employ and retain C&D as its bankruptcy counsel. C&D has substantial knowledge of the Debtors' affairs and of the issues that will need to be addressed in these cases, not only from a bankruptcy perspective but from an education law perspective as well. C&D has considerable experience in matters of commercial insolvency and reorganization under the Bankruptcy Code, as well as with respect to higher education institutions and not-for-profit entities, and the Debtors believe that such firm is well qualified to represent them as Debtors and Debtors-in-possession. In addition, the attorneys employed by C&D are admitted to practice before various United States District Courts (including this Court) and Courts of Appeals, and the Courts of the State of New York.

10. The professional services that C&D will render to the Debtors include, but may not be limited to, the following:

(a) advising the Debtors with respect to their powers and duties in the continued operation of their businesses and management of their property as Debtors and Debtors-in-possession;

(b) representing the Debtors before this Court, and any other court of competent jurisdiction, on matters pertaining to their affairs as Debtors and Debtors-in-possession, including prosecuting and defending litigated matters that may arise during these Chapter 11 cases;

(c) advising and assisting the Debtors in the preparation and negotiation of a plan of reorganization or liquidation with their creditors and other parties in interest;

(d) advising the Debtors in connection with financing matters;

(e) advising the Debtors in connection with the sale of their assets;

(f) advising the Debtors with respect to any teach-out agreements and their obligations and rights thereunder;

(g) advising the Debtors on education and corporate law issues, including regulatory requirements applicable to institutional closure, preparation and filing of a cy pres motion for authorization to transfer certain endowment and other funds subject to donor-imposed restrictions on use to other religious, charitable, and education organizations in accordance with Ohio law, and review of certain endowments and other gift and grants agreements in order to assist the Debtors in recommending to whom those funds should be directed;

(h) preparing all necessary or appropriate applications, motions, complaints, answers, orders, reports and other legal documents;

(i) performing all other legal services for the Debtors that may be desirable and necessary in the Chapter 11 cases; and

(j) taking all necessary actions to protect and preserve the value of the estate of the Debtors and other related matters.

B. C&D's Disinterestedness

11. Section 327(a) of the Bankruptcy Code authorizes a Debtors to employ attorneys "that do not hold or represent an interest adverse to the estate, and that are disinterested persons . . ." 11 U.S.C. § 327(a). Except as set forth in the Roseman Declaration, to the best of Mr. Roseman's knowledge, C&D holds no claims against the Debtors, does not currently represent any creditors of the Debtors, has never represented any of the Debtors' creditors and represents no interest adverse to the Debtors, as Debtors and Debtors-in-possession or otherwise, or to the Debtors' estates regarding the matters upon which said firm will be engaged. The Debtors believe that the employment of C&D is in the best interest of the estates, and that C&D is a "disinterested person" within the meaning of sections 101(14) and 327(a) of the Bankruptcy Code, as such is understood by the Debtors.

12. Except as set forth in the Roseman Declaration, to the best of Mr. Roseman's knowledge, no member, of counsel attorney or associate of C&D has any connection with the Debtors, their creditors, the United States Trustee or any other party with an actual or potential interest in these Chapter 11 cases of their respective attorneys or accountants.

B. Professional Compensation

13. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person on any reasonable terms and conditions of employment, including on an hourly basis. *See* 11 U.S.C. § 328(a). C&D intends to apply for compensation for professional services rendered in connection with these Chapter 11 cases subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and orders of this Court, at its usual hourly rates subject to normal periodic adjustment, plus reimbursement of its out-of-pocket expenses, charges and disbursements. A statement pursuant to section 329 of the Bankruptcy Code and Bankruptcy Rule 2016 is set forth in the Roseman Declaration annexed hereto as **Exhibit "A"** and is incorporated herein by reference. Annexed hereto as **Exhibit "C"** is a list of the attorneys employed by C&D who will likely perform the majority of work on the Debtors' cases and their respective hourly rates. From time to time, additional attorneys may perform services in the cases as may be necessary or prudent.

14. C&D is not owed any money from the Debtors for pre-petition services. Prior to the Petition Date, the Debtors paid C&D a retainer of $100,000 (the "**Retainer**"), of which $47,925.45 was applied toward pre-petition fees and expenses and the remainder of which will be applied against fees and expenses of C&D in its representation of the Debtors in the Chapter 11 cases. The Debtors also caused payment of $1,738 filing fee prior to the Petition Date.

15. A copy of this Application has been provided to the Office of the United States Trustee in accordance with Bankruptcy Rule 2014(a), and the Office of the United States Trustee has approved C&D's retention and the proposed order.

C. Request for Approval as of the Petition Date

16. The Debtors request that C&D's retention be made effective as of the Petition Date in order to allow C&D to be compensated for the work it performed for the Debtors following the Petition Date and prior to the Court's consideration and approval of this Application. With the filing of these cases, C&D immediately turned its attention to urgent matters including, but not limited to, finalizing the DIP facility, revising and finalizing various "first day" and other essential motions to be heard on an emergent basis, and addressing a variety of business and creditor related issues which arise as a result of the bankruptcy filing. The Debtors submits that, under the circumstances, retroactive approval of C&D's retention to the Petition Date is warranted.

17. No previous Application for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtors request that they be authorized to employ and retain C&D as attorneys to represent them as Debtors and Debtors-in-possession in the Chapter 11 cases on the terms set forth in this Application and in the Roseman Declaration, and that the Debtors be granted such other and further relief as is just and proper.

Dated: August 19, Ohio
August 19.00, 2026

LOURDES UNIVERSITY

By: DocuSigned by:
Name: Jonnie Hodges
Title: Board Chair

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NOTICE PURSUANT TO LOCAL RULE

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

Is/ Bonnie L. Pollack
Bonnie L. Pollack, Esq.

CERTIFICATE OF SERVICE

I, Bonnie L. Pollack, do hereby certify that a copy of this Motion was mailed or electronically sent to the following attached list of interested parties and creditors this 21st day of August, 2026.

Service List:

Notice will be electronically mailed to:

Aetna Life Insurance Company
Heather Balzano
P.O. Box 7247 - 7954
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Anthology
Patricia Stewart
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AVI Foodsystems Inc
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Bon Secours Mercy Health Inc
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Cincinnati, OH 45263
Blrogers@mercy.com

Charles E. Schell Foundation Grant
Jessica Lewis Jin
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United States Department of Justice
Office of the United States Trustee
Trial Attorney
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Ohio Attorney General
Collection Enforcement Section
Attn: Bankruptcy Unit
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Columbus, OH 43215
OHAGCEBKYEBN@ohioattorneygeneral.gov

Internal Revenue Service
Insolvency Group 6
1240 East Ninth Street, Room 493
Cleveland, Ohio 44199
sbse.cio.bnc.mail@irs.gov

Social Security Administration
Office of the General Counsel
Office of Program Litigation
Attn: Bankruptcy
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Baltimore, MD 21235
ssa.bankruptcy@ssa.gov

Pension Benefit Guaranty Corporation
1200 K Street, NW
Washington, D.C. 20005-4026
bncctnotifications@pbgc.gov

Toledo Edison/
Dynergy Energy Service
PO Box 371422
Pittsburgh, PA 15250
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City of Sylvania
Division of Utilities
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hassanbatayneh10@gmail.com

HD Supply
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San Diego, CA 92150
Laurie.Murdock@HDSupply.com

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info@hoffmanandharpst.com

Roto-Rooter
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Toledo, OH 43612
service@toledorotorooter.com

Hylant
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Toledo, Ohio 43604
Legal@Hylant.com

Christian Brothers
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Employee Benefit Trust
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Chicago, IL 60675
olivia.adamic@cbservices.org

Notice will be mailed to:

United States Bankruptcy Court
405 Madison Avenue Room 604
Toledo, OH 43604

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

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

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

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

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

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

Momentum Telecom
1200 Corporate Drive
Ste 300
Birmingham AL 35242

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

Columbia Gas
P O Box 4629
Carol Stream, IL 60197

Buckeye Broadband
P O BOX 10027
Toledo, OH 43699

Verizon Wireless
PO Box 16810
Newark, NJ 07101

Republic Services
6749 Dixie Highway
Erie, MI 48133-922323

Christian Brothers
1205 Windham Parkway
Romeoville, IL 60446

<u>EXHIBIT "A"</u>

ROSEMAN DECLARATION

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

IN RE:	)	Case No. 26-31894
	)	
LOURDES UNIVERSITY and	)	CHAPTER 11
LOURDES PROPERTIES, LLC, [2],	)	
Jointly Administered Debtors-in-Possession	)	Judge Mary Ann Whipple

DECLARATION OF MATTHEW G. ROSEMAN IN SUPPORT OF APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION OF CULLEN AND DYKMAN LLP AS COUNSEL TO THE DEBTORS AS OF THE PETITION DATE AND DISCLOSURE STATEMENT PURSUANT TO SECTIONS 327(A), 328(A), 329 AND 504 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2014(A) AND 2016(B)

MATTHEW G. ROSEMAN, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury as follows:

1. I am a member of the law firm of Cullen and Dykman LLP ("**C&D**"), which maintains offices for the practice of law, among others, at 333 Earle Ovington Boulevard, 2nd Floor, Uniondale, New York 11553.

2. I am admitted to practice law before the Courts of the State of New York and, among other federal courts, the United States District Courts for the Northern District of Ohio, and the Southern, Eastern and Northern Districts of New York.

3. I make this declaration (the "**Declaration**") in support of the application (the "**Application**") of Lourdes University and Lourdes Properties, LLC, the above-captioned Debtors and Debtorss-in-possession (collectively, the "**Debtors**") for entry of an order, pursuant to sections 105(a), 327(a) and 328 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**") and Rules 2014, 2016 and 5002 of the Federal Rules of Bankruptcy

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

Procedure (the "**Bankruptcy Rules**"), authorizing the retention and employment of C&D as counsel to the Debtors, effective as of August 10, 2026 (the "**Petition Date**") on the terms set forth in the Application. This Declaration also provides the disclosure required under Bankruptcy Rules 2014(a) and 2016(b).

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

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

6. C&D is not a creditor of the Debtors. Prior to commencement of the Chapter 11 cases, the Debtors paid C&D a retainer of $100,000 (the "**Retainer**"), of which $47,925.45 was applied to pre-petition fees and expenses incurred in the preparation for this filing, and the remainder will be applied against fees and expenses of C&D in its representation of the Debtors in the Chapter 11 cases. To the best of my knowledge, formed after reasonable inquiry, neither I nor any other member, of counsel attorney, or associate of C&D holds any claims against the Debtors or represents any interest adverse to the above-captioned estates. I believe that C&D is "disinterested" as defined in section 101(14) of the Bankruptcy Code.

7. Neither I, nor any other member, of counsel attorney or associate of C&D, as far as I have been able to ascertain, has any connection with the Debtors, their creditors, the United

States Trustee or any other party with an actual or potential interest in these Chapter 11 cases or their respective attorneys or accountants, other than as set forth herein.

8. In connection with its proposed retention by the Debtors in these cases, C&D has researched its client and conflict database to determine whether it has or had any relationships that would create a conflict of interest or affect its status as being disinterested with the meaning of section 101(14) of the Bankruptcy Code, including the following:

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

(b) the Debtors' 20 largest unsecured creditors;

(c) parties in significant litigation with the Debtors;

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

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

(f) the professionals that the Debtors have sought or will seek to employ in the Chapter 11 cases, pursuant to applications filed, or anticipated to be filed, as of the date hereof;

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

(h) the general creditor body.

9. As a result of the research performed, C&D makes the following disclosures:

(a) <u>The Debtors, and the Debtors' Board of Trustees:</u> To the best of my knowledge, formed after reasonable inquiry, neither C&D nor any member, of counsel attorney or associate thereof is related to the Debtors or its Board of Trustees. However, C&D has provided services to the Debtors prior to the filing of the petition in connection with education and corporate law issues and in preparation for the filing of the cases.

(b) <u>The Debtors' Twenty (20) Largest Unsecured Creditors:</u> To the best of my knowledge, formed after reasonable inquiry, neither C&D nor any member, of counsel attorney or associate thereof has provided services to the Debtors' twenty (20) largest unsecured creditors except as may be set forth below.

(c) The Debtors' Pre-Petition Secured Lenders: To the best of my knowledge, formed after reasonable inquiry, neither C&D nor any member, of counsel attorney or associate thereof has provided services to the Debtors' pre-petition lenders except as may be set forth below.

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

(e) Counterparties to Various Agreements with the Debtors: To the best of my knowledge, formed after reasonable inquiry, C&D has not represented or provided services to any entity that is a counter party to any agreement with the Debtors except as may be set forth below.

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

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

(h) General Creditor Body. C&D in the past may have performed services on behalf of certain of the Debtors' creditors, all of which was unrelated to the Debtors and these cases. Specifically, Toledo/Edison's general counsel in this case has referred business to C&D in connection with the representation of utilities in certain other chapter 11 cases. C&D has not been engaged by Toledo/Edison since 2023, and this local counsel representation is a miniscule portion of C&D's annual revenue. To the extent C&D represented or represents any such parties in matters unrelated to the Debtors (there are none at this time), C&D does not believe that its representation of the foregoing entities in matters unrelated to the Debtors prohibits its engagement as counsel to the Debtors in this case. In the unlikely event that the Debtors need to take a position adverse to any such party, C&D represents or represented in unrelated matters, local counsel will be called upon, if necessary, to deal with those issues.

10. The proposed employment of C&D is not prohibited by or improper under Bankruptcy Rule 5002. I am not related, and to the best of my knowledge, no employee of C&D

is related, to any United States Bankruptcy Judge or District Court Judge for the Northern District of.

11. Pursuant to Bankruptcy Rule 2014 the declarant and the attorneys at C&D are experienced bankruptcy practitioners having represented Debtors before various courts. The attorneys at C&D have acted as Debtors' counsel in numerous chapter 11 cases that have confirmed plans, including those related to higher education (i.e., The College of New Rochelle (Case No. 19-23694, S.D.N.Y); The College of Saint Rose (Case No. 24-11131, N.D.N.Y.)). In addition, the attorneys of C&D have represented numerous Debtors, creditors and other parties-in-interest in chapter 11 proceedings.

12. In addition, C&D's higher education practice is well-respected amongst such institutions and the attorneys in that practice have assisted many higher education clients in various winddowns in bankruptcy or otherwise, in negotiating teach-out agreements, in preparing and negotiating Cy Pres petitions, and any other corporate issue which may arise in this area. Accordingly, it is respectfully submitted that C&D has the requisite experience to represent the Debtors as counsel in these cases.

13. As set forth in the Application, the Debtors is requesting, pursuant to section 328(a) of the Bankruptcy Code, approval of their retention of C&D on reasonable rates, terms and conditions consistent with what C&D charges non-chapter 11 Debtors, namely, payment of its non-discounted hourly rates as adjusted from time-to-time and reimbursement of out-of-pocket expenses at a cost or based upon an estimate that approximates the actual cost when the actual cost is not usually ascertainable. C&D's engagement letters are annexed hereto as **Schedule 1**.

14. Subject to this Court's approval, in accordance with sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules and Local Rules as may be applicable from time to time, and such other procedures as may be fixed by order of this Court, C&D will seek compensation on an hourly basis, plus reimbursement of its actual and necessary expenses incurred in connection with performing services for and on behalf of the Debtors. Subject to the Court's approval, C&D will bill for services in accordance with its ordinary and customary rates in effect on the date services are rendered, which rates C&D believes are reasonable. C&D's current non-discounted, customary, hourly rates, subject to change from time to time, are $430 to $945 for partners and counsel, $280 to $550 for associates and $120 to $305 for paraprofessionals. The hourly rates of the attorneys expected to perform the majority of the services contemplated herein are as set forth in **Exhibit C** hereto, though other firm professionals may perform services from time-to-time. C&D believes that the terms and conditions of its employment are reasonable.

15. C&D's disbursement policy is to pass through all out-of-pocket expenses at actual cost, or as an estimated actual cost when the actual cost cannot be readily ascertainable. These expenses include court costs, recording fees, process servers, travel and mileage, copying and velobinding, messenger services, certified and overnight mail, postage, necessary secretarial overtime, transcripts and stenographer fees, and other expenses.

16. No promises have been received or made by C&D or any member, counsel or associate thereof as to payment or compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules. C&D has no agreement with any other entity to share with such entity any compensation received by C&D or by such entity.

17. To the best of my knowledge, there are no amounts owing to C&D by the Debtors for services unrelated to the retention sought in the Application. To the extent that there are any outstanding amounts owing to C&D arising prior to the date of the filing of the Debtors' Chapter 11 cases, C&D agrees to waive any claims for such amounts.

18. I believe that C&D is a "disinterested person" within the meaning of 11 U.S.C. §§ 101(14) and 327(a).

19. The foregoing constitutes the statement of C&D pursuant to section 327(a), 328(a), 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b). I so declare under penalty of perjury this 21st day of August, 2026.

/s/ Matthew Roseman
Matthew G. Roseman

Schedule 1

Engagement Letters

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Uniondale, NY 1153
T: 516.357.3700
F: 516.357.3792

Dina Vespia
Partner
Direct: 516.357.3726
DVespia@cullenllp.com

August 3, 2026

Jonnie Hodges
Chair, Board of Trustees
Lourdes University
6832 Convent Boulevard
Sylvania, OH 43560

Dear Jonnie,

We appreciate the opportunity to continue to be of service to Lourdes University. This Retainer Agreement for legal services, effective as of July 1, 2026, is by and between Cullen and Dykman LLP (the "Firm") and Lourdes University (the "University").

I. RETENTION OF FIRM

A. This Retainer Agreement confirms that the University has retained the Firm as counsel to work with Client and local counsel regarding the winddown of the University's operations and affairs, including but not limited to advising the University on requirements applicable to institutional closure, representing the University in a contemplated Chapter 11 proceeding, and other matters as requested by the University.

B. It is further understood and agreed that Dina Vespia will be the primary point of contact at the Firm for the University. Ms. Vespia shall coordinate and manage the services of other partners, associate attorneys, paralegals or law clerks in the Firm performing services for the University under this Retainer Agreement.

II. FEES INCURRED FOR SERVICES RENDERED

A. Based on the scope of the contemplated services, Firm policies require the University to pay a retainer in the amount of One Hundred Thousand Dollars ($100,000.00) in connection with this engagement. It is further agreed that the Firm will credit the retainer amount against any outstanding legal fees for services rendered to the University and to Lourdes Properties, LLC prior to the filing of a Chapter 11 proceeding.

B. The Firm will bill for legal services at its standard hourly rates, which are currently in the following ranges: $430 to $945 for Partners and Of Counsel, $280 to $550 for Associates, and $120 to $305 for Law Clerks and Paralegals. For your reference, the standard hourly rates for our core team of attorneys who we anticipate will work with the University on this engagement are as follows:

Attorney	Title	Hourly Rate
Matthew Roseman	Partner	**$945**
Bonnie Pollack	Partner	**$885**
Dina Vespia	Partner	**$675**
Deirdre Mitacek	Partner	**$605**
Kyriaki Christodoulou	Associate	**$550**
Daniel Parise	Associate	**$380**

C. The University agrees that, prior to the filing of a chapter 11 bankruptcy petition, the University shall ensure that all invoices for pre-petition legal services and expenses have been paid in full and that the applicable Chapter 11 filing fees have been paid.

D. The University acknowledges that the Firm is also retained to file and represent Lourdes Properties, LLC in a related chapter 11 case. The Firm agrees that it will only bill the University for (a) work pertaining solely to the University and (b) a portion of the charges for work pertaining to both the University and Lourdes Properties, LLC.

E. The University will also be responsible for direct payment, or reimbursement to the Firm, for disbursements advanced on the University's behalf, the same to include, but not necessarily be limited to, court costs, recording fees, charges of process servers, travel and mileage expenses, copying and velobinding costs, messenger services, certified mailings, overnight mailings, postage, necessary secretarial overtime, transcripts and the customary fees of stenographers referable to examinations before trial in the event such examinations are utilized.

F. The University understands that the hourly rates apply to all time expended on behalf of the University including, but not limited to, office meetings and conferences; negotiations; telephone calls either placed by or placed to The University, or otherwise made or had on the University's behalf or related to the University's matter; preparation, review and revisions of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda or papers relative to the University's matter; legal research; court appearances; participation in the conduct of any Department of Education Office for Civil Rights conferences, meetings, discussions, investigations and/or audits; review and legal guidance on the creation, preparation, review and revision of University policies, codes, guidelines, forms and handbooks for student, staff and administration use and dissemination; preparation time for any legal proceedings, investigations, and audits; and any other time expended on behalf or in connection with the University's matter.

G. The Firm reviews its billing rates in January of each year and will discuss any proposed rate increase with the University in advance of any adjustments being made to the fee arrangements under this Retainer Agreement.

H. At the University's option, Ms. Vespia and other attorneys at the Firm as needed shall participate in monthly or quarterly status meetings in person or via teleconference with senior staff to review/discuss pending or future legal matters at no charge.

III. RIGHT TO CANCEL; REFUND OF UNUSED PORTION OF RETAINER FEE

A. The University has the absolute right to cancel this Retainer Agreement at any time upon thirty (30) days' prior written notice and the cancellation shall he deemed effective upon the expiration of the thirty (30) days.. The Firm shall be entitled to be paid for any work or services performed through the date cancellation is effective, as well as for any disbursements advanced or expended through the date cancellation is effective. The University shall be entitled to a refund of any unused portion of the retainer after payment of all fees and expenses due and owing to C&D as of the date the cancellation is effective. If the Firm disposes of your matter by agreement or decision after trial by the Court, or if the Firm is relieved as your attorneys by court order, you shall be billed only for actual services rendered and disbursements advanced by the Firm.

IV. BILLING PROCEDURES

A. The University will be billed each month for services rendered each month prior to the filing of a chapter 11 bankruptcy. Included in the billing will be a detailed explanation of the services rendered, by who rendered, and the disbursements incurred by the Firm in connection with the University's matter. Upon receipt of the Firm's bill, the University is asked to review the bill and promptly bring to the Firm's attention any objections the University may have to the bill. While the Firm strives to keep perfectly accurate time records, the Firm recognizes the possibility of human error, and the Firm shall discuss with the University any objections the University raises to the Firm's bill. The University will not be charged for time expended in discussing with the Firm any aspect of the bill rendered to the University.

B. All time expended shall be recorded at one-tenth (0.1) of an hour and billing shall so indicate.

C. After the filing of a chapter 11 bankruptcy, billing will be sent and fees shall be paid in accordance with the Bankruptcy Code, Bankruptcy Rules, and/or any order of the Bankruptcy Court. In no event will such billing be more than every month.

D. In the event of a dispute concerning our fees, you may have a right to seek arbitration of such dispute. New York State gives clients the right to seek arbitration of fee disputes, except in certain limited circumstances.

V. GENERAL PROVISIONS

A. The Firm shall keep the University informed of the status of matters, and agrees to explain the laws pertinent to the University's situation, the available course of action, and the attendant risks. The Firm shall notify the University promptly of any developments in its matters, including court appearances, and will be available for meetings and telephone conversations with the University at mutually convenient times. The Firm does insist that appointments be made in advance for personal visits to our offices.

B. In the course of providing legal services to you, the Firm may utilize generative artificial intelligence (AI) tools as an aid in research, drafting, and other aspects of our representation. We believe that the responsible use of such technology can enhance the quality and efficiency of the legal services we provide to our clients. However, we are mindful of our professional and ethical obligations to maintain the confidentiality of all client information, including confidential, proprietary, and privileged information, as well as our attorney work product. Accordingly, the Firm uses only AI platforms that are contractually and technically designed to ensure that the information provided to them is not shared with, disclosed to, or accessible by anyone outside the Firm. These platforms do not use client data to train their models or make such data available to other users. The Firm's use of AI tools does not diminish our responsibility to exercise independent professional judgment, and all work product generated with AI assistance is reviewed and supervised by the attorneys responsible for the University matter.

C. Copies of all documents and correspondence will be supplied to the University as they are prepared (unless the University requests to the contrary), and the University may be billed a reasonable photocopy charge for voluminous or special copying of documents on its behalf which will be included in the University's periodic billing. Such copies which are made in-house by this office are charged at the rate of $.20 per page.

D. The University acknowledges that it has read this Retainer Agreement in its entirety, has had full opportunity to consider its terms, and agrees to such terms.

E. The University further acknowledges and understands that there are no additional or different terms or agreements other than those expressly set forth in this written Retainer Agreement. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the University and the Firm regarding the representation described herein.

F. The University is aware of the hazards of litigation and acknowledges that the Firm has made no guarantees as to the disposition of any phase of any such matters for which the University has retained the Firm.

G. This agreement and the attorney-client relationship shall be governed by the laws of the State of New York without regard to its principles of conflicts of laws.

Kindly indicate that the University understands and accepts the above by signing and dating the Retainer Agreement below where indicated. We look forward to being of service to Lourdes University in connection with these matters.

Very truly yours,

Cullen and Dykman LLP

By: Dina L. Vespia
Dina L. Vespia
Partner

ACCEPTED AND AGREED:

Lourdes University

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

Dated: August 3, 2026

CLIENT’S RIGHTS AND RESPONSIBILITIES

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.

2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).

3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.

6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.

7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).

8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.

9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.

10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.

11. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.

12. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.

13. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.

14. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.

15. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.

16. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.

17. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.

18. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.

19. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.

20. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

Cullen | Dykman

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Dina Vespia
Partner
Direct: 516.357.3726
DVespia@cullenllp.com

August 3, 2026

Jonnie Hodges
Chair, Board of Trustees
Lourdes University
6832 Convent Boulevard
Sylvania, OH 43560

Dear Jonnie,

We appreciate the opportunity to be of service to Lourdes Properties, LLC. This Retainer Agreement for legal services, effective as of August 1, 2026, is by and between Cullen and Dykman LLP (the "Firm") and Lourdes Properties (the "Client").

I. RETENTION OF FIRM

A. This Retainer Agreement confirms that the Client has retained the Firm as counsel to work with Client and local counsel regarding the winddown of the Client's operations and affairs, including but not limited to advising the Client on requirements applicable to the Client's winddown, representing the Client in a contemplated Chapter 11 proceeding, and other matters as requested by the Client.

B. It is further understood and agreed that Dina Vespia will be the primary point of contact at the Firm for the Client. Ms. Vespia shall coordinate and manage the services of other partners, associate attorneys, paralegals or law clerks in the Firm performing services for the Client under this Retainer Agreement.

II. FEES INCURRED FOR SERVICES RENDERED

A. The Firm will bill for legal services at its standard hourly rates, which are currently in the following ranges: $430 to $945 for Partners and Of Counsel, $280 to $550 for Associates, and $120 to $305 for Law Clerks and Paralegals. For your reference, the standard hourly rates for our core team of attorneys who we anticipate will work with the Client on this engagement are as follows:

Attorney	Title	Hourly Rate
Matthew Roseman	Partner	**$945**
Bonnie Pollack	Partner	**$885**
Dina Vespia	Partner	**$675**
Deirdre Mitacek	Partner	**$605**
Kyriaki Christodoulou	Associate	**$550**
Daniel Parise	Associate	**$380**

B. The Client agrees that, prior to the filing of a chapter 11 bankruptcy petition, the Client shall ensure that all invoices for pre-petition legal services and expenses have been paid in full and that the applicable Chapter 11 filing fees have been paid.

C. The Client acknowledges that the Firm is also retained to file and represent Lourdes University in a related chapter 11 case. The Firm agrees that it will only bill the Client for (a) work pertaining solely to the Client and (b) a portion of the charges for work pertaining to both the Client and Lourdes University.

D. The Client will also be responsible for direct payment, or reimbursement to the Firm, for disbursements advanced on the Client's behalf, the same to include, but not necessarily be limited to, court costs, recording fees, charges of process servers, travel and mileage expenses, copying and velobinding costs, messenger services, certified mailings, overnight mailings, postage, necessary secretarial overtime, transcripts and the customary fees of stenographers referable to examinations before trial in the event such examinations are utilized.

E. The Client understands that the hourly rates apply to all time expended on behalf of the Client including, but not limited to, office meetings and conferences; negotiations; telephone calls either placed by or placed to The Client, or otherwise made or had on the Client's behalf or related to the Client's matter; preparation, review and revisions of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda or papers relative to the Client's matter; legal research; court appearances; participation in the conduct of any Department of Education Office for Civil Rights conferences, meetings, discussions, investigations and/or audits; review and legal guidance on the creation, preparation, review and revision of Client policies, codes, guidelines, forms and handbooks for student, staff and administration use and dissemination; preparation time for any legal proceedings, investigations, and audits; and any other time expended on behalf or in connection with the Client's matter.

F. The Firm reviews its billing rates in January of each year and will discuss any proposed rate increase with the Client in advance of any adjustments being made to the fee arrangements under this Retainer Agreement.

G. At the Client's option, Ms. Vespia and other attorneys at the Firm as needed shall participate in monthly or quarterly status meetings in person or via teleconference with senior staff to review/discuss pending or future legal matters at no charge.

III. RIGHT TO CANCEL

A. The Client has the absolute right to cancel this Retainer Agreement at any time upon thirty (30) days' prior written notice and the cancellation shall he deemed effective upon the expiration of the thirty (30) days. The Firm shall be entitled to be paid for any work or services performed through the date cancellation is effective, as well as for any disbursements advanced or expended through the date cancellation is effective. If the Firm disposes of your matter by agreement or decision after trial by the Court, or if the Firm is relieved as your attorneys by court order, you shall be billed only for actual services rendered and disbursements advanced by the Firm.

IV. BILLING PROCEDURES

A. The Client will be billed each month for services rendered each month prior to the filing of a chapter 11 bankruptcy. Included in the billing will be a detailed explanation of the services rendered, by who rendered, and the disbursements incurred by the Firm in connection with the Client's matter. Upon receipt of the Firm's bill, the Client is asked to review the bill and promptly bring to the Firm's attention any objections the Client may have to the bill. While the Firm strives to keep perfectly accurate time records, the Firm recognizes the possibility of human error, and the Firm shall discuss with the Client any objections the Client raises to the Firm's bill. The Client will not be charged for time expended in discussing with the Firm any aspect of the bill rendered to the Client.

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C. After the filing of a chapter 11 bankruptcy, billing will be sent and fees shall be paid in accordance with the Bankruptcy Code, Bankruptcy Rules, and/or any order of the Bankruptcy Court. In no event will such billing be more than every month.

D. In the event of a dispute concerning our fees, you may have a right to seek arbitration of such dispute. New York State gives clients the right to seek arbitration of fee disputes, except in certain limited circumstances.

V. GENERAL PROVISIONS

A. The Firm shall keep the Client informed of the status of matters, and agrees to explain the laws pertinent to the Client's situation, the available course of action, and the attendant risks. The Firm shall notify the Client promptly of any developments in its matters, including court appearances, and will be available for meetings and telephone conversations with the Client at mutually convenient times. The Firm does insist that appointments be made in advance for personal visits to our offices.

B. In the course of providing legal services to you, the Firm may utilize generative artificial intelligence (AI) tools as an aid in research, drafting, and other aspects of our representation. We believe that the responsible use of such technology can enhance the quality and efficiency of the legal services we provide to our clients. However, we are mindful of our professional and ethical obligations to maintain the confidentiality of all client information, including confidential, proprietary, and privileged information, as well as our attorney work product. Accordingly, the Firm uses only AI platforms that are contractually and technically designed to ensure that the information provided to them is not shared with, disclosed to, or accessible by anyone outside the Firm. These platforms do not use client data to train their models or make such data available to other users. The Firm’s use of AI tools does not diminish our responsibility to exercise independent professional judgment, and all work product generated with AI assistance is reviewed and supervised by the attorneys responsible for the Client matter.

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F. The Client is aware of the hazards of litigation and acknowledges that the Firm has made no guarantees as to the disposition of any phase of any such matters for which the Client has retained the Firm.

G. This agreement and the attorney-client relationship shall be governed by the laws of the State of New York without regard to its principles of conflicts of laws.

Kindly indicate that the Client understands and accepts the above by signing and dating the Retainer Agreement below where indicated. We look forward to being of service to Lourdes Properties, LLC in connection with these matters.

Very truly yours,

Cullen and Dykman LLP

By: Dina L Vespia
Dina L. Vespia
Partner

ACCEPTED AND AGREED:

Lourdes Properties, LLC

By: Lourdes University
Sole Member

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

Dated: August 3, 2026

CLIENT'S RIGHTS AND RESPONSIBILITIES

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.

2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).

3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.

6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.

7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).

8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.

9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.

10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.

11. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.

12. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.

13. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.

14. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.

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16. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.

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18. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.

19. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.

20. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

<u>EXHIBIT "B"</u>

PROPOSED ORDER

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

IN RE:	)	Case No. 26-31894
	)	
LOURDES UNIVERSITY and	)	CHAPTER 11
LOURDES PROPERTIES, LLC, [3],	)	
Jointly Administered Debtors-in-Possession	)	Judge Mary Ann Whipple

ORDER AUTHORIZING THE RETENTION OF CULLEN AND DYKMAN LLP AS COUNSEL TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE

Upon the Application[4] of Lourdes University and Lourdes Properties, LLC, the above-captioned Debtors and Debtorss-in-possession (the "**Debtors**"), pursuant to sections 105(a),

[3] The Debtors in these chapter 11 cases along with the last four digits of each Debtors' federal tax identification number are: Lourdes University (6547); and Lourdes Properties, LLC (8998). The location of the Debtors' principal place of business is 6832 Convent Blvd., Sylvania, Ohio 43560.
[4] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Application.

327(a) and 328 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**") and Rules 2014, 2016 and 5002 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), for entry of an order authorizing the employment and retention of Cullen and Dykman LLP ("**C&D**") as counsel to the Debtors; and the Court having considered the Application, the Declaration of Matthew G. Roseman, Esq. (the "**Roseman Declaration**"), and the record of these cases; and the Court being satisfied that the Application should be granted; and having determined that C&D is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and upon all of the proceedings had herein; and after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED, that the Application is granted; and it is further

ORDERED, that the Debtors are authorized to retain and employ C&D as counsel to the Debtors, effective as of the Petition Date, in accordance with the terms set forth in the Application and the Roseman Declaration; and it is further

ORDERED, that C&D shall be compensated for professional services rendered and reimbursed for expenses incurred in connection with the Chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code (including, without limitation, sections 328, 330 and 331 thereof), the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court; and it is further

ORDERED, that C&D shall file applications for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court; and it is further

ORDERED, that this Order is without prejudice to the rights of any party in interest to object to any application filed by C&D; and it is further

ORDERED, that nothing herein shall be construed to prevent this Court from reconsidering or modifying the retention or the compensation of C&D in the event that the circumstances warrant; and it is further

ORDERED, that this Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Service List

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Stevens & Lee
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United States Department of Justice
Office of the United States Trustee
Trial Attorney
Lauren C. Schoenewald
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United States Trustee
Office of the United States Trustee
H.M Metzenbaum U.S. Courthouse
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Columbus, OH 43215
OHAGCEBKYEBN@ohioattorneygeneral.gov

Internal Revenue Service
Insolvency Group 6
1240 East Ninth Street, Room 493
Cleveland, Ohio 44199
sbse.cio.bnc.mail@irs.gov

Social Security Administration
Office of the General Counsel
Office of Program Litigation
Attn: Bankruptcy
6401 Security Boulevard
Baltimore, MD 21235
ssa.bankruptcy@ssa.gov

Pension Benefit Guaranty Corporation
1200 K Street, NW
Washington, D.C. 20005-4026
bncctnotifications@pbgc.gov

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Dynergy Energy Service
PO Box 371422
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Internal Revenue Service
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Philadelphia, Pennsylvania 19101-7346

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

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

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

Momentum Telecom
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Ste 300
Birmingham AL 35242

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

Columbia Gas
P O Box 4629
Carol Stream, IL 60197

Buckeye Broadband
P O BOX 10027
Toledo, OH 43699

Verizon Wireless
PO Box 16810
Newark, NJ 07101

Republic Services
6749 Dixie Highway
Erie, MI 48133-922323

Christian Brothers
1205 Windham Parkway
Romeoville, IL 60446

EXHIBIT "C"

ATTORNEY BILLING RATES

EXHIBIT C

Attorneys and Professionals Anticipated to Work on the Debtors' Cases

The following is a list of the attorneys and professionals employed by Cullen and Dykman LLP who are anticipated to work on this matter and their current hourly rates:

Attorney	Position	Hourly Rate
Matthew Roseman	Partner- Bankruptcy	$945
Bonnie Pollack	Partner- Bankruptcy	$885
Dina Vespia	Partner- Higher Education	$675
Deirdre Mitacek	Of Counsel- Higher Education	$605
Kyriaki Christodoulou	Associate- Bankruptcy	$550
Jordan Milite	Associate- Higher Education	$345

Note: Rates are subject to periodic adjustment. The above rates are those in effect as of the date of this Application. Additional attorneys, paralegals, and law clerks may be assigned to work on this matter as needed and will be billed at their then-current standard hourly rates.