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

Dated: October 29 2026

Mary Ann Whipple
United States Bankruptcy Judge

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

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

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

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

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

sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), (a) (i)approving the engagement of Hillyer Group, LLC ("**Hillyer Group**") to provide the Debtor with a chief restructuring officer, effective as of the Petition Date ("**Hilyer**") pursuant to the terms set forth in the Engagement Agreement annexed to the Motion as **Exhibit B**; and (ii) designating John T. Hillyer as the Debtors' chief restructuring officer; or, alternatively (b) approving the retention of Hillyer Group under section 327 of the Bankruptcy Code; and (c) approving payment of the Interim Fees of Geri Gregor, CPA , PLLC (the "**Gregor**") in the ordinary course of business on the terms set forth in the Motion; and upon the Declarations annexed to the Motion as **Exhibits C and D**; and this Order having been discussed with and its terms approved by the Office of the United States Trustee and counsel for the DIP Lender; and it appearing that the relief requested is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the Engagement Agreement, the Declarations, and any other pleadings in connection with the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.

2. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain Hillyer to provide the Debtor with a CRO and certain additional personnel and to designate Mr. Hillyer as the Debtor's CRO, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter, subject to the following terms, which apply notwithstanding anything in the Engagement Letter, the Motion or any Exhibits related thereto to the contrary:

a. In the event the Debtors seek to have Hillyer personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

b. Hillyer's current staffing plan for this engagement is attached as **Exhibit A** to this Order. In the event additional staff is utilized during any given month, it shall be set forth in Hillyer's monthly fee statement for that month. A change in hourly rate shall be governed by paragraph 10 below. All staffing shall be subject to review by the Court in the event an objection is filed.

c. No principal, employee, or independent contractor of Hillyer and its affiliates shall serve as a director of the above-captioned Debtors during the pendency of the above-captioned case.

d. Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.

For the avoidance of doubt, Hillyer is not entitled to any success fees or real estate commissions pursuant to this Order.

e. For a period of three years after the conclusion of the engagement, neither Hillyer nor any of its affiliates shall make any investments in the Debtors or the Reorganized Debtors where Hillyer or another affiliate has been engaged.

f. The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O policy. Subject to the foregoing, there shall be no indemnification of Hillyer or affiliates.

g. Hillyer shall owe and discharge fiduciary duties to the Debtors and their respective estates and shall perform his duties in good faith and in the best interests of the Debtors and their respective estates.

h. To the extent that Hillyer uses the services of independent contractors or subcontractors (collectively, the "Contractors") in this case, Hillyer shall (i) pass through the cost of such Contractors to the Debtors at the same rate that Hillyer pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Hillyer; and (iv) file with this Court such disclosures required by Bankruptcy Rule 2014 with respect to such Contractors.

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

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

5. Hillyer Group shall, through Debor's counsel, file monthly fee statements and comply with the requirements of any Order Establishing Procedures for Interim Compensation entered in this case.

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

7. Notwithstanding any provision in the Engagement Letter to the contrary, Hillyer is not being approved for any separate real-estate compensation other than hourly time spent in connection with that task or success fees, and any such compensation requires separate Court approval after notice and an opportunity to object.

8. The obligations of the Hillyer Group and Gregor, and their affiliates to disclose any facts bearing on whether they, their affiliates, and/or any individuals working on the engagement hold or represent an interest adverse to the Debtors, their creditors, or other parties in interest, or the Debtors' members, by reason of any direct or indirect relationship to, connection with, or the interest in, the Debtors, are continuing.

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

10. Hillyer shall provide ten (10) business days' notice to the Debtor, the U.S. Trustee, counsel to the DIP Lender and counsel to any Unsecured Creditors' Committee before any increases in the rates set forth in the Application are implemented and shall file such notice with the Court. The U.S. Trustee and the DIP Lender retain all rights to object to any rate increase on all grounds.

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

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

EXHIBIT A

STAFFING PLAN

Timekeeper	Position	Hourly Rate
John Hillyer	Principal	$445.00
Geri Gregor	Principal	$350.00
Mark Urich	Principal	$445.00
Susan Keshen	Principal	$445.00
Timothy Umberger	Principal	$445.00
Andrew Vitullo	Manager	$425.00
Steve Morris	Manager	$350.00
Michelle Sullivan	Manager	$300.00
Alex Golonka	Support Staff	$350.00
Tatiana Parker	Support Staff	$350.00
Chris Nelson	Support Staff	$300.00
Carrie Shannon	Support Staff	$260.00