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

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DEBTORS' APPLICATION PURSUANT TO SECTIONS 327(a) AND 328 OF THE BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT OF ASCENSION COMMERCIAL REALTY, LLC A/K/A SVN COMMERCIAL REAL ESTATE ADVISORS AS REAL ESTATE BROKER IN CONNECTION WITH THE SALE OF CERTAIN OF THE DEBTORS' PROPERTIES

Lourdes University ("**University**") and Lourdes Properties, LLC ("**Lourdes Properties**"; collectively with University the "**Debtors**"), the debtors and debtors-in-possession in the above-captioned jointly administered cases, respectfully submit this application (the "**Application**") for an order, pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and sections 327(a) and 328 of title 11, United States Code (the "**Bankruptcy Code**"), authorizing the employment and retention of Ascension Commercial Realty, LLC a/k/a SVN Commercial Real Estate Advisors ("**SVN**") as real estate broker for the Debtors in connection with the sale of the properties described below, effective as of the Approval Date (as defined below), and respectfully state as follows:

INTRODUCTION

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

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[1] The Debtors in these Chapter 11 cases (the "**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.

2. The Debtors remains in possession of their property and continues in the operation and management of their businesses 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 "**Declarations**"). A more detailed factual background of the Debtors' businesses and operations, as well as the events leading to the filing of these Chapter 11 Cases, is more fully set forth in the Declarations and incorporated herein by reference.

6. The Debtors are the owners of the parcels of real property identified on **Exhibit "A"** hereto as "Lourdes Commons," "Rec Center," "Wickford Apartments," and "Ministry House" (collectively defined herein as the "**Properties**").[2]

7. The Debtors have determined, in consultation with their advisors and the DIP Lender, and in the exercise of their sound business judgment, that the services of a licensed real estate broker are necessary in order to maximize the value of the Properties for the benefit of the Debtors' estates. Accordingly, the Debtors and SVN have agreed to the terms of an Exclusive Listing Contract for Sale covering each group of the Properties (the "**Agreements**"). A copy of the four (4) Agreements are annexed hereto as **Exhibit "B"**.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this Application pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

[2] The Debtors own additional properties and assets that are not included in this tranche of sales.

9. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The statutory predicates for the relief sought herein are sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rules 2014.

RELIEF REQUESTED

11. By this Application, the Debtors respectfully request that this Court enter an order, substantially in the form annexed hereto as **Exhibit "C"**, authorizing the employment and retention of SVN as their real estate broker in connection with the sale of the Properties pursuant to the terms of the Agreements, effective as of the Approval Date.

12. SVN is a full service commercial real estate brokerage, asset management, and facility management firm located at 1300 Jefferson Ave, Suite 064, Toledo, OH 43604. The SVN professionals primarily responsible for this engagement are Tim Schlachter, CCIM, Managing Director, and Doug Wright, CCIM, and Hannah Szul, Advisors.

13. SVN has acted as the Debtors' real estate broker for almost all of the Properties prior to the Petition Date. SVN has knowledge of the local market and the prospective purchasers and is uniquely qualified to market and assist in selling the Properties, given its institutional knowledge of the physicality of the Properties, any issues which may need to be addressed, and the process by which these Properties would be further marketed. That process will be fully addressed in one or more motions to approve bidding procedures and sales to be filed shortly.

14. Section 327(a) of the Bankruptcy Code provides that the Debtor is permitted to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons." 11 U.S.C. §327(a). Section 328 of the Bankruptcy Code provides, in pertinent part, that under section 327 of the Bankruptcy Code, a professional may be employed "on any reasonable terms and conditions of employment, including... on a contingent fee basis." 11 U.S.C. § 328.

15. Bankruptcy Rule 2014 provides that an application for retention of a professional person is to include:

> [S]pecific facts showing the necessity for the employment, the names of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, and any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee.

16. By this Application, the Debtors request that the Court approve the employment and compensation arrangements described in the Agreements and summarized below, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. The Debtors believe that the compensation arrangements detailed in the Agreements are fair and reasonable, and will achieve the greatest value for the estates.

SERVICES TO BE PROVIDED

17. The Agreements grant SVN the exclusive right to sell each group of Properties for a term of six (6) months commencing on the date of entry by this Court of an order approving the Agreements (the "**Approval Date**") and terminating on the date that is six (6) months from the Approval Date. The listing price for the Properties will be determined by the Debtors in consultation with SVN and may be modified only by the Debtors, and the Property may be sold for cash or wire transfer, or at such other price and terms to which the Debtors may consent. SVN may list the Properties for sale as a whole or by individual parcel, subject to the Debtors' approval. The Properties are to be sold as is, without representation or warranty, and in compliance with the terms of sale determined by the Debtors and approved by this Court.

18. As more fully set forth in the Agreement, SVN will perform services for the Debtors (collectively, the "**Services**") that include, but are not limited to, the following:[3]

a. Using commercially reasonable efforts to find a purchaser for each of the Properties, and providing continuous active marketing and advertisement of the availability of the Properties in various media and methods to achieve the widest reasonable market of potential purchasers;

[3] This list is provided only as a summary. The Services being provided are more fully set forth in the Agreements. To the extent that this summary is inconsistent with the Services listed in the Agreements, the Agreements shall control.

b. Listing each of the Properties for sale as a whole or by individual parcel, subject to the Debtors' approval, and placing listing information on such internet listing services as SVN determines;

c. Working with the Debtors to populate a data room for prospective purchasers' due diligence, and making clear in the data room, in any listings and in any initial communications with prospective purchasers that any sale is subject to approval of this Court and approval of the Vatican where such approval is necessary;

d. Placing "FOR SALE" signs on the Properties, subject to the Debtors' approval;

e. Receiving all inquiries and offers concerning the Properties, which the Debtors are required to refer to SVN, and presenting all offers to the Debtors; and

f. Supervising an auction as shall be approved by the Debtors and this Court.

SUMMARY OF THE TERMS OF THE AGREEMENT

19. The Agreements entitle SVN to a commission equal to a percentage of the gross sales price at which each Property or parcels of such Properties may be sold (the "**Sale Commission**" or the "**Fee Structure**") as follows:

a) Lourdes Commons- 2%

b) Rec Center- 3%

c) Wickford Apartments - 2% of the gross sales price up to and including a gross sales price of $2,000,000; and 3.5% of the gross sales price exceeding $2,000,000

d) Convent House- 3.5%

20. The Sale Commission is not earned or payable unless and until a sale of the respective Property closes upon the terms agreed. The Agreements do not provide for reimbursement of SVN's expenses. In addition, if the Debtors enter into an agreement to sell the Properties and any earnest money deposit or consideration is subsequently forfeited to the Debtors by the purchaser, SVN is entitled to ten percent (10%) of the net amount received by the Debtors on account of such forfeiture, after deducting the costs (including attorneys' fees) incurred to obtain such funds. By way of example, if (a) a buyer provides a $100,000 deposit but

does not close under circumstances that Debtors believe result in forfeiture of the deposit, (b) the buyer contests whether the deposit has been forfeited, (c) the Debtors incur expenses (including attorney fees) of $25,000 in asserting entitlement to forfeiture, and (d) the dispute over forfeiture is resolved (by settlement or judgment) with a payment of $75,000 to the Debtors and a return of $25,000 to the buyer, SVN would be entitled to $5,000 calculated as follows: (x) (i) $75,000 total forfeited deposit, minus (ii) $25,000 in Debtors' expenses, times (y) 10%."

21. The Debtor believes that the Fee Structure is comparable to compensation generally charged by real estate advisors of similar structure to SVN for comparable engagements, both in and out of bankruptcy.

22. Moreover, the Fee Structure has been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of SVN and its professionals, and in light of the fact that such commitment may foreclose other opportunities for SVN.

23. SVN's expertise and experience in the realm of the type of Services that the Debtors require were important factors in determining the Fee Structure. The Debtors believe that the ultimate benefit of the Services cannot be measured by reference to the number of hours to be expended by SVN's professionals in the performance of such Services; by using a transactional fee structure, SVN's compensation is directly tied to and contingent upon the amount of proceeds from sales of the Debtors' Properties and aligns the interests of SVN with those of the Debtors and all the creditors.

24. The Debtors respectfully submit that the Fee Structure set forth above is reasonable and should be approved under section 328(a) of the Bankruptcy Code, which specifically authorizes compensation of a professional person on a "percentage fee" or "contingent fee" basis. *See* 11 U.S.C. § 328(a). The agreed upon compensation terms were the result of arm's-length negotiations, and the Debtors believe such terms are fair and reasonable.

25. Furthermore, the Debtors respectfully submit that inasmuch as SVN's

compensation is results-oriented and directly related to benefits received by the Debtors' estates, requiring SVN to file periodic and final fee applications pursuant to sections 330 and 331 of the Bankruptcy Code and in compliance with Bankruptcy Rule 2016 and Local Rule 2016-1 is unduly burdensome and unnecessary. SVN will be employed by the Debtors to perform a highly specialized task. It is SVN's general practice and the general practice of other similar type professionals who provide similar services, to be paid on a contingency fee basis, rather than keeping detailed time records similar to those customarily kept by attorneys. Because (i) SVN will not be paid unless and until a sale of each Property closes, and (ii) pursuant to the terms of the Agreements, SVN's compensation will be based on the sale price for the Properties rather than the number of hours that it expends providing the Services to the Debtors, the Debtors request that SVN be excused from filing time records in accordance with United States Trustee Guidelines for the Northern District of Ohio and Local Rule 2016-1 and the requirement to file a final fee application. Instead, the Debtors request that compensation to SVN shall be included in the order approving the sale of the Properties in such amounts as will be identified on the record of the hearing to approve the sale of the Properties.

26. Courts have recognized in other cases that professionals need not file detailed time records in connection with providing services to a debtor on a contingency fee basis. *See, e.g.*, *In re Human Housing Henrietta Hyatt, LLC*, Case No. 22-30060-mbn (Bankr. W.D.K.Y. Nov. 29, 2023) (allowing fee application without time records for real estate broker); *In re Gregory James Reed*, Case No. 14-53838-mlo (Bankr. E.D. Mich. Aug. 28, 2014) (allowing fee application without time records for real estate broker); *In re John Joseph Louis Johnson, III*, Case No. 2:14-bk-57104 (Bankr. S.D. Ohio Oct. 7, 2014 (allowing the retention and payment of a real estate broker without the need for time records to be filed); *In re Sumner Regional Health Systems*, *Inc*., Case No. 3:10-bk-04766-mfh (M.D. Tennessee April 30, 2010) (allowing the retention and payment of a real estate broker without the need for time records to be filed).

The Indemnification and Waiver of Claims Provisions of the Agreement Are Reasonable Under the Circumstances

27. Each of the Agreements provide for indemnification of SVN by the Debtors, and for SVN's waiver of its claims against the Debtors. Specifically, these sections state:

> a. **Owners' Representations and Warranties**. . . . Owners recognize(s) that the agents involved in any sale of the Property are relying on such representations and warranties and on any information supplied by Owners in connection with the Property, and Owners agree to, indemnify and hold harmless Broker, its agents and employees, from and against any and all claims, demands, damages, suits, liabilities, costs and expenses, including reasonable attorney's fees, arising out of any misrepresentation, breach of warranty or concealment of facts by Owners (or any representatives, sources or contractors of Owners) relating to the matters referred to in this paragraph [_] as determined by final order of a court of competent jurisdiction, provided, however, (a) such indemnification or hold harmless claim shall not be payable unless and until the amount of such claim is determined by final order of the Bankruptcy Court upon motion by Broker with notice to Owners and all other parties required to receive notice of motions in the Owners' bankruptcy cases, and (b) Owners shall not be required to advance any costs of defense.
>
> b. **Broker's Waiver of Claims**. Effective on the Approval Date, Broker hereby waives any and all claims against Owners, regardless of when or how such claims arose, including claims related to any agreements executed prior to the filing by the Owners of the pending Chapter 11 bankruptcy petitions, other than claims under this Agreement.

28. The Debtors believe that the indemnification provision contained in the Agreements is customary and reasonable for real estate brokers, is limited to claims arising from the Debtors' own misrepresentations, breaches of warranty or concealment of facts, and was negotiated at arm's length and in good faith. Further, the indemnification is subject to important protections for the Debtors' estates: no indemnification claim is payable unless and until its amount is determined by final order of this Court upon motion by SVN on notice to the Debtors and all other parties required to receive notice in these Chapter 11 Cases, and the Debtors are not required to advance any costs of defense. Moreover, SVN's waiver, effective on the Approval Date, of any and all claims against the Debtors, regardless of when or how such claims arose and including claims related to any agreements executed prior to the Petition Date (other than claims

under the Agreements), is a material benefit to the Debtors' estates. As noted, prior to the Petition Date, Lourdes Properties entered into listing agreements with SVN with respect to some of the Properties. Absent entry into the Agreements, SVN may be entitled to assert rejection damages claims with respect to its pre-petition engagement agreements, which are waived under the Agreements, along with all other claims SVN could assert against the Debtors, other than under the Agreements. Consequently, the Debtors request that these provisions be approved as well.

29. The Agreements further provide that the Sale Commission is earned, whether through the efforts of SVN, the Debtors or any other party, only if: (a) during the term of the specific Agreement, the Debtors enter into a written agreement to sell the Properties, which sale is approved by this Court before the sixtieth (60th) day following expiration of the term, and the sale closes with tender of the full cash required by the terms of the offer; (b) during the term of the Agreements, the Debtors enter into a written agreement to sell the Properties, such sale is approved by this Court after the sixtieth (60th) day following expiration of the term and before the date that is six (6) months after expiration of the term, and the sale closes within six (6) months after expiration of the term (plus any additional time required to obtain approval of the sale by the Vatican where such approval is the only condition to closing remaining unsatisfied); or (c) a Property is sold, with tender of the full cash required by the terms of the offer, within six (6) months after expiration of the term to a party with whom SVN had discussions regarding a possible purchase of the Properties during the term and who is included on a written list of prospective purchasers provided by SVN to the Debtors within five (5) days after expiration of the term. SVN also acknowledges that any sale may be subject to approval by the Vatican, which may impose conditions restricting some future uses of the Property and the timing of payment of commissions. As a result, pursuant to the Agreements, any Sale Commission will be payable only from the proceeds of a sale at closing, pursuant to the order approving such sale.

30. Based on the foregoing, the Debtors submit that the relief requested is necessary and appropriate, is in the best interests of the estates and creditors, and should be granted in all

respects.

SVN'S DISINTERESTEDNESS

31. SVN has reviewed the list of parties in interest provided by the Debtors. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Declaration of Tim Schlachter in Support of Debtors' Application for Order Pursuant to sections 327(a) and 328 of the Bankruptcy Code Authorizing the Employment of Ascension Commercial Realty, LLC a/k/a SVN Commercial Real Estate Advisors as Real Estate Broker for the Debtors (the "**Declaration**"), attached hereto as **Exhibit "C",** SVN: (a) does not hold any interest materially adverse to the Debtors' estates; (b) has no connection with the Debtors, their creditors or related parties herein; and (c) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code. The Debtors' knowledge, information, and belief regarding the matters set forth herein are based, and made in reliance, upon the Declaration.

32. SVN has represented to the Debtors that it has not provided services to any parties other than the Debtors in these cases or in conjunction with any matters that would be adverse to the Debtors arising from, or related to, these cases. SVN has further represented to the Debtors that neither it, nor its employees, have any connection to the United States Trustee or any person employed in the Office of the U.S. Trustee for Region 9.

33. The Agreements also provide that SVN shall not provide services to any proposed purchaser or have any financial arrangements, incentives or dealings with any proposed purchaser. Accordingly, SVN will not act in a dual capacity in connection with any sale of the Properties. In addition, the Agreements require SVN to continue to inform the Debtors as to any relationship it has or may have in the future with any insiders, officers or each of their affiliates. SVN will conduct ongoing reviews of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or relationships are discovered, SVN will supplement its disclosure to this Court.

34. As set forth in the Declaration, SVN has not shared or agreed to share any of its

compensation from the Debtors with any other person, other than other principals and employees of SVN, as permitted by section 504 of the Bankruptcy Code.

35. Except as described herein, no commitments have been made or received by SVN, nor any member thereof, as to compensation or payment in connection with these Chapter 11 cases.

36. Based on the Declaration, the Debtors believe that SVN is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. The Debtors' retention of SVN pursuant to the terms and conditions set forth in the Agreements is necessary and in the best interests of the Debtors, their creditors and their estates.

37. Accordingly, the Debtors seek approval of SVN's retention effective as of the Approval Date, so that the marketing of the Properties may commence or continue without delay. The Agreements are conditioned upon entry of an order of this Court approving the execution and delivery of the Agreements by the Debtors.

NOTICE

38. Notice of this Application has been provided to those parties on the Master Service List filed on the case docket pursuant to the Order Establishing Notice Procedures and a Master Service List. The Debtors submit that, under the circumstances, no other or further notice is necessary.

NO PRIOR REQUEST

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

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of an order substantially in the form annexed as **Exhibit "D"**, authorizing the retention of SVN as real estate broker to the Debtors and approving the terms of the Agreements, together with such other and further relief

as is just and proper.

Dated: Uniondale, New York
November 20, 2026

Cullen and Dykman LLP

By: */s/ Bonnie L. Pollack*
Bonnie L. Pollack, Esq.
Matthew G. Roseman, Esq. (N. Dist. of Ohio Bar No. NY2239903; NY Bar No. 2239903)
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Attorneys for the Debtors and Debtors-in-Possession

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 fourteen (14) days, the Court may deem the opposition waived, treat the motions as conceded, and issue an order granting the requested relief without further notice of hearing.

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

CERTIFICATE OF SERVICE

I, Bonnie L. Pollack, do hereby certify that a copy of this Motion was mailed or electronically sent to the following attached list of interested parties and creditors this 20th day of November.

Master Service List:

Notice will be electronically mailed to:

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

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

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

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

Michael P. Shuster, of Porter Wright Morris & Arthur LLP on behalf of Signature Bank, N.A, at mshuster@porterwright.com

Jared S. Roach of REED SMITH LLP, on behalf of The Bank of New York Mellon Trust Company, N.A., at jroach@reedsmith.com, bankruptcy-2628@ecf.pacerpro.com

Scott A. Ciolek, on behalf of Dynamic Campus Solutions, Inc., at info@counselor.pro, 19977@notices.nextchapterbk.com

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

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

John J. Rutter of Roetzel & Andress, LPA, on behalf of The Toledo Hospital dba Flower Hospital, at jrutter@ralaw.com

Hannah Ackley of Padgett Law Group on behalf of NewRez LLC, at Hannah.Ackley@padgettlawgroup.com; BKecf@padgettlawgroup.com

W. Timothy Miller, of Taft Stettinius & Hollister LLP, on behalf of the Charles E. Schell Foundation, at miller@taftlaw.com; CIN_Docket_Assist@taftlaw.com; welcht@taftlaw.com

Steven L. Diller, of Diller & Rice, LLC, on behalf of Ascension Commercial Realty, at Steven@drlawllc.com; kim@drlawllc.com; eric@drlawllc.com

Raymond L. Beebe, on behalf of Broker Ascension Commercial Realty, at raymond@drlawllc.com, eric@drlawllc.com;jennifer@drlawllc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clay Nixon, on behalf of Niche.com, Inc., at clay.nixon@niche.com

Brittney Perry, on behalf of Paramount Health Care, at Brittney.Perry@medmutual.com

Dylan Fogarty, on behalf of Rize Education, Inc, at dfogarty@rize.education

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

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

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

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

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

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

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

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

Hassan Bataineh, at hassanbatayneh10@gmail.com

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

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

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

Toledo Edison Corporation, at TE_interconnection@firstenergycorp.com

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

Hylant Insurance Agency at Legal@Hylant.com

Noah H. Nash, on behalf of, Forvis Mazars LLP, at Noah.Nash@us.forvismazars.com

Notice will be mailed to:

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

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

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

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

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

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

Momentum Telecom
1200 Corporate Drive
Ste 300
Birmingham AL 35242

Time Warner/Spectrum
Charter Communications
PO Box 223085

Pittsburgh, PA 15251-2085
Columbia Gas
P O Box 4629
Carol Stream, IL 60197

Buckeye Broadband
P O BOX 10027
Toledo, OH 43699

Republic Services
6749 Dixie Highway
Erie, MI 48133-922323

Verizon Wireless
PO Box 16810
Newark, NJ 07101

Christian Brothers
1205 Windham Parkway
Romeoville, IL 60446

EXHIBIT "A"

Property and Parcel Schedule

Rec Center (12 parcels)

#	Address	Parcel No.
1	6737 Convent Blvd.	8202674
2	6731 Convent Blvd.	8202701
3	6725 Convent Blvd.	8202694
4	6721 Convent Blvd. R	8202691
5	6721 Convent Blvd.	8202693
6	6666 High St.	8202705
7	5161 Allen St. R	8204104
8	6648 High St.	8209601
9	5059 N. McCord Rd.	8209507
10	6676 Brint Rd.	8209494
11	6636 Brint Rd.	8206762
12	6628 Brint Rd.	8206763

Ministry House (1 parcel)

#	Address	Parcel No.
1	6675 Convent Blvd.	8202704

Wickford Apartments (6 parcels)

#	Address	Parcel No.
1	4911 Wickford Dr.	8230484
2	4901 Wickford Dr.	8230481
3	4855 Wickford Dr.	8230477
4	4847 Wickford Dr.	8230474
5	4839 Wickford Dr.	8230471
6	4831 Wickford Dr.	8230467

Lourdes Commons (2 parcels)

#	Address	Parcel No.
1	6601 Brint Road	8204518
2	6650 Parkgate Place	8204528

EXHIBIT "B"

Listing Agreements for Sale

ASCENSION COMMERCIAL REALTY

EXCLUSIVE LISTING CONTRACT FOR SALE

1) Grant of Listing. In consideration of the agreement of Ascension Commercial Realty, LLC ("Broker") to use commercially reasonable efforts to find a purchaser, the undersigned (the "Owners") hereby grant Broker the exclusive right for six months commencing on the Approval Date (defined below) and terminating on the date that is six months from the Approval Date to sell improved real estate commonly known as: **6737 Convent Blvd. Parcel #8202674 and additional parcels under section 13 below** (the "Property"). The price for the sale of the Property shall be payable in cash, or wire transfer, or at any such price and terms to which Owners may consent.

1.1 The listing price shall be determined by Owners in consultation with Broker and may be modified only by Owners. Broker will present all offers.

1.2 The Grant of Listing is based upon Broker providing continuous active marketing and advertisement of the availability of the Property; and also includes Broker supervising an auction or other nontraditional manner of sale, as shall be approved by Owners and the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court").

1.3 Broker shall list the Property to be sold as a whole or by individual parcel, subject to Owners' approval.

1.4 Broker shall work together with the Owners to populate a data room in order for prospective buyers to do due diligence.

1.5 Broker shall make it clear in the data room, in any listings, or in any initial communications with prospective buyers, that the sale is subject to Bankruptcy Approval and Vatican Approval .

2) Sale Commission. Owners agree to pay Broker for professional realty services a fee in an amount equal to **three** percent (**3%**), of the gross sales price at which the Property may be sold (the "Sale Commission"), The Sale Commission shall be earned if, whether through the efforts of Broker, Owners or any other party, (a) (i) during the term of this Agreement, a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court before the 60th day following expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs, or (b) (i) during the term of this Agreement a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court after the 60th day after expiration of the term of this Agreement and before the date that is six months of from the expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs within six months of expiration of the term of this Agreement, plus any additional time required to obtain approval by the Vatican of such sale provided Vatican approval is the only condition to closing remaining unsatisfied as of six months after expiration of the term of this Agreement, or (c) the Property is sold, with tender of full cash required by terms of offer, within six months of expiration of the term of this Agreement to anyone (i) with whom Broker has had discussions regarding possible purchase of the Property during the term of this Agreement, and (ii) who is included on a written list of prospective purchasers provided by Broker to Owners within five days of expiration of the term of this

Agreement. For the avoidance of doubt, the Sale Commission shall not be earned and payable unless and until the sale of the Property closes upon the terms agreed.

2.1 Broker shall not provide services to any proposed purchaser or have any financial arrangements, incentives or dealings with any proposed purchaser.

3) Multiple Listing Agreements. The Broker and Owners agree that should a Successful Bid include properties listed under a separate listing agreement and if such Successful Bid allocates the purchase price among the properties subject thereto, the applicable commission rate will be determined based on such allocation. If the respective property values are not so allocated in a bid, the value of the such properties for purposes of calculating the applicable commission rate will be determined as follows: (a) if there is an individual Qualified Bid for the applicable property that attributes value to the property in question, the value of such property will be the greater of (i) the value attributed to such property in the last Qualified Bid for the property, or (ii) the minimum bid for such property established pursuant to the Bid Procedures Order, and (b) if there is no Qualified Bid that attributes value specifically to the property in question, the value of such property will be the agreed minimum bid for such property. If the purchase price has not been so allocated in the sale agreement and the circumstances do not allow for determination of the respective property values as set forth above, the Owners and Broker shall engage in good faith discussions as to the commission, and in the absence of agreement, such commission as may approved by application to the Court

4) Forfeit of Deposit. In the event that Owners enter into an agreement to sell the Property, and any earnest money deposit or consideration is subsequently forfeited to Owners by the purchaser, Broker shall be entitled to ten percent (10%) of such forfeited amount, which Owners shall immediately pay Broker upon Owners' receipt of the sum claimed as forfeiture. All costs to obtain such funds shall reduce proportionally the share of Owners and Broker. The split shall only be of the net amount received by Owners on account of forfeiture of a deposit. By way of example, if (a) a buyer provides a $100,000 deposit but does not close under circumstances that Owners believe result in forfeiture of the deposit, (b) the buyer contests whether the deposit has been forfeited, (c) the Owners incur expenses (including attorney fees) of $25,000 in asserting entitlement to forfeiture, and (d) the dispute over forfeiture is resolved (by settlement or judgment) with a payment of $75,000 to the Owners and a return of $25,000 to the buyer, Broker would be entitled to $5,000 calculated as follows: (x) (i) $75,000 total forfeited deposit, minus (ii) $25,000 in Owners expenses, times (y) 10%."

5) Exclusive Relationship. During the term of this agency, and subject to applicable bankruptcy laws and rules and procedures, Owners shall refer to Broker all inquiries and offers received concerning the Property and will not offer the Property for sale except through Broker.

6) Other Brokers; Internet Listings. Owners hereby consent, authorize and grant Broker the right to place listing information regarding the Property on such internet listing service(s) as Broker in its sole discretion shall determine. Broker agrees that it shall actively market the Property in various medium and methods to achieve the widest reasonable market of potential purchasers.

7) Owners' Representations and Warranties. Owners represent and warrant that (a) Lourdes University is the owner of 6737 Convent Blvd., 6725 Convent Blvd. and 6676 Brint Rd., (b) Lourdes Properties, LLC is the owner of all of the other Property, and (c) subject to approval of the Bankruptcy Court, each has the right to sell the Property it owns and to retain the professional services of Broker. The Property may be sold in individual or multiple groups of these parcels and/or in a combination with other properties of Lourdes Properties LLC or Lourdes University, as the parties shall agree. THE PROPERTY IS TO BE SOLD AS IS AND WITHOUT REPRESENTATION

OR WARRANTY AND IN COMPLIANCE WITH THE TERMS FOR SALE DETERMINED BY OWNERS AND APPROVED BY THE BANKRUPTCY COURT. THERE SHALL BE NO PROMISE OR ASSURANCE MADE WHICH IS NOT IN WRITING AND A PART OF A SALE AGREEMENT FOR THE PROPERTY.

Owners recognize(s) that the agents involved in any sale of the Property are relying on such representations and warranties and on any information supplied by Owners in connection with the Property, and Owners agree to, indemnify and hold harmless Broker, its agents and employees, from and against any and all claims, demands, damages, suits, liabilities, costs and expenses, including reasonable attorney's fees, arising out of any misrepresentation, breach of warranty or concealment of facts by Owners (or any representatives, sources or contractors of Owners) relating to the matters referred to in this paragraph 6 as determined by final order of a court of competent jurisdiction, provided, however, (a) such indemnification or hold harmless claim shall not be payable unless and until the amount of such claim is determined by final order of the Bankruptcy Court upon motion by Broker with notice to Owners and all other parties required to receive notice of motions in the Owners' bankruptcy cases, and (b) Owners shall not be required to advance any costs of defense.

8) Signs. Broker is hereby authorized to place a "FOR SALE" sign on the Property and to remove all other signs of other brokers. Signage shall be subject to approval of Owners.

9) Fair Housing Statement; Blockbusting. It is illegal, pursuant to the Ohio Fair Housing Law (Ohio Rev. Code 4112.02(H)) and the Federal Fair Housing Law (42 U.S.C. 3601), to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status, disability, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

10) Notices. Any notices or other material communications ("Notices") hereunder shall be in writing and shall be given by hand delivery, nationally recognized overnight courier, U. S. certified or registered mail, postage prepaid, or facsimile or electronic mail. All Notices shall be addressed to Broker or Owners at the addresses set forth in this Agreement (or to such other address as either party may specify in writing from time to time) and shall be effective upon actual receipt.

11) Miscellaneous.

a. This Agreement shall be governed by Ohio law and is conditioned upon the entry of an order (the "Approval Order") by the Bankruptcy Court approving the execution and delivery by the Owners of this Agreement. Parties agree that the Owners shall file an application to approve this Agreement within five (5) business days of acceptance of this Agreement. The date of entry by the Bankruptcy Court of the Approval Order is the "Approval Date."

b. Upon entry of the Approval Order, this Agreement shall be binding upon the parties and inure to the benefit of each of the parties. This Agreement shall be void if assigned by Broker.

c. This Agreement constitutes the entire agreement and understanding between the parties hereto, and neither party shall be bound by any agreements or conditions except as are expressly set forth herein, or as may otherwise be set forth in a written amendment hereof.

d. In the event that any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

e. Broker acknowledges that the sale may be subject to approval of the Vatican, and that it may impose conditions restricting some future uses of the Property and the timing of payment of commissions.

f. Broker shall continue to inform Owners as to any relationship it has or may have in the future with any insiders, officers or each of their affiliates.

g.

12) Broker's Waiver of Claims. Effective on the Approval Date, Broker hereby waives any and all claims against Owners, regardless of when or how such claims arose, including claims related to any agreements executed prior to the filing by the Owners of the pending Chapter 11 bankruptcy petitions other than claims under this Agreement.

13) Additional Parcels. 6731 Convent Blvd. Parcel #8202701, 6725 Convent Blvd. Parcel #8202694, 6721 Convent Blvd. Parcel #8202693, 6721 Convent Blvd. R, Parcel #8202691, 6666 High St. Parcel #8202705, 5161 Allen St. R Parcel #8204104, 6648 High St. Parcel #8209601, 5059 N. McCord Rd. Parcel #8209507, 6676 Brint Rd. Parcel #8209494, 6636 Brint Rd. Parcel#8206762, 6628 Brint Rd. Parcel#8206763.

BROKER: ASCENSIONCOMMERCIAL REALTY, LLC

By: 11/18/26

Timothy S. Schlachter, CCIM, President Date

OWNERS: LOURDES UNIVERSITY AND LOURDES PROPERTIES LLC, DEBTORS IN POSSESSIONS

By 11·17·26

Lourdes University Date

CHIEF RESTRUCTURING OFFICER

By 11·17·26

Lourdes Properties, LLC Date

6832 Convent BLVD., Sylvania, Ohio 43560

CHIEF RESTRUCTURING OFFICER

EQUAL HOUSING OPPORTUNITY

Pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, it is illegal to: sell, transfer, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing units because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin; discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

SVN
ASCENSION COMMERCIAL REALTY

EXCLUSIVE LISTING CONTRACT FOR SALE

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1.1 The listing price shall be determined by Owners in consultation with Broker and may be modified only by Owners. Broker will present all offers.

1.2 The Grant of Listing is based upon Broker providing continuous active marketing and advertisement of the availability of the Property; and also includes Broker supervising an auction or other nontraditional manner of sale, as shall be approved by Owners and the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court").

1.3 Broker shall list the Property to be sold as a whole or by individual parcel, subject to Owners' approval.

1.4 Broker shall work together with the Owners to populate a data room in order for prospective buyers to do due diligence.

1.5 Broker shall make it clear in the data room, in any listings, or in any initial communications with prospective buyers, that the sale is subject to Bankruptcy Approval and Vatican Approval .

2) Sale Commission. Owners agree to pay Broker for professional realty services a fee in an amount equal to three and one half percent (3.5%), of the gross sales price at which the Property may be sold (the "Sale Commission"), The Sale Commission shall be earned if, whether through the efforts of Broker, Owners or any other party, (a) (i) during the term of this Agreement, a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court before the 60th day following expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs, or (b) (i) during the term of this Agreement a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court after the 60th day after expiration of the term of this Agreement and before the date that is six months of from the expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs within six months of expiration of the term of this Agreement, plus any additional time required to obtain approval by the Vatican of such sale provided Vatican approval is the only condition to closing remaining unsatisfied as of six months after expiration of the term of this Agreement, or (c) the Property is sold, with tender of full cash required by terms of offer, within six months of expiration of the term of this Agreement to anyone (i) with whom Broker has had discussions regarding possible purchase of the Property during the term of this Agreement, and (ii) who is included on a written list of prospective purchasers provided by Broker to Owners within five days of expiration of the term of this

Agreement. For the avoidance of doubt, the Sale Commission shall not be earned and payable unless and until the sale of the Property closes upon the terms agreed.

2.1 Broker shall not provide services to any proposed purchaser or have any financial arrangements, incentives or dealings with any proposed purchaser.

3) Multiple Listing Agreements. The Broker and Owners agree that should a Successful Bid include properties listed under a separate listing agreement and if such Successful Bid allocates the purchase price among the properties subject thereto, the applicable commission rate will be determined based on such allocation. If the respective property values are not so allocated in a bid, the value of the such properties for purposes of calculating the applicable commission rate will be determined as follows: (a) if there is an individual Qualified Bid for the applicable property that attributes value to the property in question, the value of such property will be the greater of (i) the value attributed to such property in the last Qualified Bid for the property, or (ii) the minimum bid for such property established pursuant to the Bid Procedures Order, and (b) if there is no Qualified Bid that attributes value specifically to the property in question, the value of such property will be the agreed minimum bid for such property. If the purchase price has not been so allocated in the sale agreement and the circumstances do not allow for determination of the respective property values as set forth above, the Owners and Broker shall engage in good faith discussions as to the commission, and in the absence of agreement, such commission as may approved by application to the Court

4) Forfeit of Deposit. In the event that Owners enter into an agreement to sell the Property, and any earnest money deposit or consideration is subsequently forfeited to Owners by the purchaser, Broker shall be entitled to ten percent (10%) of such forfeited amount, which Owners shall immediately pay Broker upon Owners' receipt of the sum claimed as forfeiture. All costs to obtain such funds shall reduce proportionally the share of Owners and Broker. The split shall only be of the net amount received by Owners on account of forfeiture of a deposit. By way of example, if (a) a buyer provides a $100,000 deposit but does not close under circumstances that Owners believe result in forfeiture of the deposit, (b) the buyer contests whether the deposit has been forfeited, (c) the Owners incur expenses (including attorney fees) of $25,000 in asserting entitlement to forfeiture, and (d) the dispute over forfeiture is resolved (by settlement or judgment) with a payment of $75,000 to the Owners and a return of $25,000 to the buyer, Broker would be entitled to $5,000 calculated as follows: (x) (I) $75,000 total forfeited deposit, minus (II) $25,000 in Owners expenses, times (y) 10%."

5) Exclusive Relationship. During the term of this agency, and subject to applicable bankruptcy laws and rules and procedures, Owners shall refer to Broker all inquiries and offers received concerning the Property and will not offer the Property for sale except through Broker.

6) Other Brokers; Internet Listings. Owners hereby consent, authorize and grant Broker the right to place listing information regarding the Property on such internet listing service(s) as Broker in its sole discretion shall determine. Broker agrees that it shall actively market the Property in various medium and methods to achieve the widest reasonable market of potential purchasers.

7) Owners' Representations and Warranties. Owners represent and warrant that Lourdes Properties, LLC is the owner of the Property, and subject to approval of the Bankruptcy Court, has the right to sell the Property it owns and to retain the professional services of Broker. The Property may be sold in individual or multiple groups of these parcels and/or in a combination with other properties of Lourdes Properties LLC or Lourdes University, as the parties shall agree.

THE PROPERTY IS TO BE SOLD AS IS AND WITHOUT REPRESENTATION OR WARRANTY AND IN COMPLIANCE WITH THE TERMS FOR SALE DETERMINED BY OWNERS AND APPROVED BY THE BANKRUPTCY COURT. THERE SHALL BE NO PROMISE OR ASSURANCE MADE WHICH IS NOT IN WRITING AND A PART OF A SALE AGREEMENT FOR THE PROPERTY.

Owners recognize(s) that the agents involved in any sale of the Property are relying on such representations and warranties and on any information supplied by Owners in connection with the Property, and Owners agree to, indemnify and hold harmless Broker, its agents and employees, from and against any and all claims, demands, damages, suits, liabilities, costs and expenses, including reasonable attorney's fees, arising out of any misrepresentation, breach of warranty or concealment of facts by Owners (or any representatives, sources or contractors of Owners) relating to the matters referred to in this paragraph 6 as determined by final order of a court of competent jurisdiction, provided, however, (a) such indemnification or hold harmless claim shall not be payable unless and until the amount of such claim is determined by final order of the Bankruptcy Court upon motion by Broker with notice to Owners and all other parties required to receive notice of motions in the Owners' bankruptcy cases, and (b) Owners shall not be required to advance any costs of defense.

8) Signs. Broker is hereby authorized to place a "FOR SALE" sign on the Property and to remove all other signs of other brokers. Signage shall be subject to approval of Owners.

9) Fair Housing Statement; Blockbusting. It is illegal, pursuant to the Ohio Fair Housing Law (Ohio Rev. Code 4112.02(H)) and the Federal Fair Housing Law (42 U.S.C. 3601), to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status, disability, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

10) Notices. Any notices or other material communications ("Notices") hereunder shall be in writing and shall be given by hand delivery, nationally recognized overnight courier, U. S. certified or registered mail, postage prepaid, or facsimile or electronic mail. All Notices shall be addressed to Broker or Owners at the addresses set forth in this Agreement (or to such other address as either party may specify in writing from time to time) and shall be effective upon actual receipt.

11) Miscellaneous.

a. This Agreement shall be governed by Ohio law and is conditioned upon the entry of an order (the "Approval Order") by the Bankruptcy Court approving the execution and delivery by the Owners of this Agreement. Parties agree that the Owners shall file an application to approve this Agreement within five (5) business days of acceptance of this Agreement. The date of entry by the Bankruptcy Court of the Approval Order is the "Approval Date."

b. Upon entry of the Approval Order, this Agreement shall be binding upon the parties and inure to the benefit of each of the parties. This Agreement shall be void if assigned by Broker.

c. This Agreement constitutes the entire agreement and understanding between

the parties hereto, and neither party shall be bound by any agreements or conditions except as are expressly set forth herein, or as may otherwise be set forth in a written amendment hereof.

d. In the event that any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

e Broker acknowledges that the sale may be subject to approval of the Vatican, and that it may impose conditions restricting some future uses of the Property and the timing of payment of commissions.

f. Broker shall continue to inform Owners as to any relationship it has or may have in the future with any insiders, officers or each of their affiliates

12) Broker's Waiver of Claims. Effective on the Approval Date, Broker hereby waives any and all claims against Owners, regardless of when or how such claims arose, including claims related to any agreements executed prior to the filing by the Owners of the pending Chapter 11 bankruptcy petitions other than claims under this Agreement.

BROKER: ASCENSIONCOMMERCIAL REALTY, LLC

By: 11-17-26

Timothy S. Schlachter, CCIM, President Date

OWNERS: LOURDES PROPERTIES LLC, DEBTORS IN POSSESSIONS

By: 11.17.26

Lourdes Properties, LLC Date

6832 Convent BLVD., Sylvania, Ohio 43560

CHIEF RESTRUCTURING OFFICER

EQUAL HOUSING OPPORTUNITY

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C. 3601 et seq., as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate or advertise or make any record or inquiry with respect to the sale or rental of housing, the financing of housing, or the provision of real estate brokerage services.

ASCENSION COMMERCIAL REALTY

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2) Sale Commission. Owners agree to pay Broker for professional realty services a fee in an amount equal to **two** percent (**2%**), of the gross sales price up to and including a gross sales price of $2,000,000 and a fee in an amount equal to **three and one half** percent (**3.5%**), of the gross sales price exceeding $2,000,000, at which the Property may be sold (the "Sale Commission"), The Sale Commission shall be earned if, whether through the efforts of Broker, Owners or any other party, (a) (i) during the term of this Agreement, a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court before the 60th day following expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs, or (b) (i) during the term of this Agreement a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court after the 60th day after expiration of the term of this Agreement and before the date that is six months of from the expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs within six months of expiration of the term of this Agreement, plus any additional time required to obtain approval by the Vatican of such sale provided Vatican approval is the only condition to closing remaining unsatisfied as of six months after expiration of the term of this Agreement, or (c) the Property is sold, with tender of full cash required by terms of offer, within six months of expiration of the term of this Agreement to anyone (i) with whom Broker has had discussions regarding possible purchase of the Property during the term of this Agreement, and (ii) who is included on a written list of prospective purchasers provided by Broker to Owners within five days of expiration of the term of this Agreement. For the avoidance of doubt, the Sale Commission shall not be earned and payable unless and until the sale of the Property closes upon the terms agreed.

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7) Owners' Representations and Warranties. Owners represent and warrant that Lourdes Properties, LLC is the owner of the other Property, and subject to approval of the Bankruptcy Court, has the right to sell the Property it owns and to retain the professional services of Broker. The Property may be sold in individual or multiple groups of these parcels and/or in a combination with other properties of Lourdes Properties LLC or Lourdes University, as the parties shall agree. THE PROPERTY IS TO BE SOLD AS IS AND WITHOUT REPRESENTATION OR WARRANTY AND IN COMPLIANCE WITH THE TERMS FOR SALE DETERMINED BY OWNERS AND APPROVED BY THE BANKRUPTCY COURT.

THERE SHALL BE NO PROMISE OR ASSURANCE MADE WHICH IS NOT IN WRITING AND A PART OF A SALE AGREEMENT FOR THE PROPERTY.

Owners recognize(s) that the agents involved in any sale of the Property are relying on such representations and warranties and on any information supplied by Owners in connection with the Property, and Owners agree to, indemnify and hold harmless Broker, its agents and employees, from and against any and all claims, demands, damages, suits, liabilities, costs and expenses, including reasonable attorney's fees, arising out of any misrepresentation, breach of warranty or concealment of facts by Owners (or any representatives, sources or contractors of Owners) relating to the matters referred to in this paragraph 6 as determined by final order of a court of competent jurisdiction, provided, however, (a) such indemnification or hold harmless claim shall not be payable unless and until the amount of such claim is determined by final order of the Bankruptcy Court upon motion by Broker with notice to Owners and all other parties required to receive notice of motions in the Owners' bankruptcy cases, and (b) Owners shall not be required to advance any costs of defense.

8) Signs. Broker is hereby authorized to place a "FOR SALE" sign on the Property and to remove all other signs of other brokers. Signage shall be subject to approval of Owners.

9) Fair Housing Statement; Blockbusting. It is illegal, pursuant to the Ohio Fair Housing Law (Ohio Rev. Code 4112.02(H)) and the Federal Fair Housing Law (42 U.S.C. 3601), to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status, disability, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

10) Notices. Any notices or other material communications ("Notices") hereunder shall be in writing and shall be given by hand delivery, nationally recognized overnight courier, U. S. certified or registered mail, postage prepaid, or facsimile or electronic mail. All Notices shall be addressed to Broker or Owners at the addresses set forth in this Agreement (or to such other address as either party may specify in writing from time to time) and shall be effective upon actual receipt.

11) Miscellaneous.

a. This Agreement shall be governed by Ohio law and is conditioned upon the entry of an order (the "Approval Order") by the Bankruptcy Court approving the execution and delivery by the Owners of this Agreement. Parties agree that the Owners shall file an application to approve this Agreement within five (5) business days of acceptance of this Agreement. The date of entry by the Bankruptcy Court of the Approval Order is the "Approval Date."

b. Upon entry of the Approval Order, this Agreement shall be binding upon the parties and inure to the benefit of each of the parties. This Agreement shall be void if assigned by Broker.

c. This Agreement constitutes the entire agreement and understanding between the parties hereto, and neither party shall be bound by any agreements or conditions except as are expressly set forth herein, or as may otherwise be set forth in a written amendment hereof.

d. In the event that any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

e. Broker acknowledges that the sale may be subject to approval of the Vatican, and that it may impose conditions restricting some future uses of the Property and the timing of payment of commissions.

f. Broker shall continue to inform Owners as to any relationship it has or may have in the future with any insiders, officers or each of their affiliates.

12) Broker's Waiver of Claims. Effective on the Approval Date, Broker hereby waives any and all claims against Owners, regardless of when or how such claims arose, including claims related to any agreements executed prior to the filing by the Owners of the pending Chapter 11 bankruptcy petitions other than claims under this Agreement.

13) Additional Parcels. 4911 Wickford Dr. Parcel #8230484, 4901 Wickford Dr. Parcel #8230481, 4855 Wickford Dr. Parcel #8230477, 4847 Wickford Dr. Parcel #8230474, 4839 Wickford Dr. Parcel#8230471, 4831 Wickford Dr. Parcel#8230467

BROKER: ASCENSIONCOMMERCIAL REALTY, LLC

By: _____ 11-17-26

Timothy S. Schlachter, CCIM, President Date

OWNERS: LOURDES PROPERTIES LLC, DEBTORS IN POSSESSIONS

By: _____ 11-18-26

Lourdes Properties, LLC CRO Date

6832 Convent BLVD., Sylvania, Ohio 43560

EQUAL HOUSING OPPORTUNITY

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

SVN
ASCENSION COMMERCIAL REALTY

EXCLUSIVE LISTING CONTRACT FOR SALE

1) Grant of Listing. In consideration of the agreement of Ascension Commercial Realty, LLC ("Broker") to use commercially reasonable efforts to find a purchaser, the undersigned (the "Owners") hereby grant Broker the exclusive right for six months commencing on the Approval Date (defined below) and terminating on the date that is six months from the Approval Date to sell improved real estate commonly known as: **6601 Brint Road Parcel #8204518 and additional parcels under section 13 below** (the "Property"). The price for the sale of the Property shall be payable in cash, or wire transfer, or at any such price and terms to which Owners may consent.

1.1 The listing price shall be determined by Owners in consultation with Broker and may be modified only by Owners. Broker will present all offers.

1.2 The Grant of Listing is based upon Broker providing continuous active marketing and advertisement of the availability of the Property; and also includes Broker supervising an auction or other nontraditional manner of sale, as shall be approved by Owners and the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court").

1.3 Broker shall list the Property to be sold as a whole or by individual parcel, subject to Owners' approval.

1.4 Broker shall work together with the Owners to populate a data room in order for prospective buyers to do due diligence.

1.5 Broker shall make it clear in the data room, in any listings, or in any initial communications with prospective buyers, that the sale is subject to Bankruptcy Approval and Vatican Approval .

2) Sale Commission. Owners agree to pay Broker for professional realty services a fee in an amount equal to **two** percent **(2%)**, of the gross sales price at which the Property may be sold (the "Sale Commission"), The Sale Commission shall be earned if, whether through the efforts of Broker, Owners or any other party, (a) (i) during the term of this Agreement, a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court before the 60th day following expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs, or (b) (i) during the term of this Agreement a written agreement to sell the Property is made and entered into by Owners, (ii) such agreement of sale is approved by the Bankruptcy Court after the 60th day after expiration of the term of this Agreement and before the date that is six months of from the expiration of the term of this Agreement, and (iii) closing on such sale, with tender of full cash required by terms of offer, occurs within six months of expiration of the term of this Agreement, plus any additional time required to obtain approval by the Vatican of such sale provided Vatican approval is the only condition to closing remaining unsatisfied as of six months after expiration of the term of this Agreement, or (c) the Property is sold, with tender of full cash required by terms of offer, within six months of expiration of the term of this Agreement to anyone (i) with whom Broker has had discussions regarding possible purchase of the Property during the term of this Agreement, and (ii) who is included on a written list of prospective purchasers provided by Broker to Owners within five days of expiration of the term of this

Agreement. For the avoidance of doubt, the Sale Commission shall not be earned and payable unless and until the sale of the Property closes upon the terms agreed.

2.1 Broker shall not provide services to any proposed purchaser or have any financial arrangements, incentives or dealings with any proposed purchaser.

3) Multiple Listing Agreements. The Broker and Owners agree that should a Successful Bid include properties listed under a separate listing agreement and if such Successful Bid allocates the purchase price among the properties subject thereto, the applicable commission rate will be determined based on such allocation. If the respective property values are not so allocated in a bid, the value of the such properties for purposes of calculating the applicable commission rate will be determined as follows: (a) if there is an individual Qualified Bid for the applicable property that attributes value to the property in question, the value of such property will be the greater of (i) the value attributed to such property in the last Qualified Bid for the property, or (ii) the minimum bid for such property established pursuant to the Bid Procedures Order, and (b) if there is no Qualified Bid that attributes value specifically to the property in question, the value of such property will be the agreed minimum bid for such property. If the purchase price has not been so allocated in the sale agreement and the circumstances do not allow for determination of the respective property values as set forth above, the Owners and Broker shall engage in good faith discussions as to the commission, and in the absence of agreement, such commission as may approved by application to the Court

4) Forfeit of Deposit. In the event that Owners enter into an agreement to sell the Property, and any earnest money deposit or consideration is subsequently forfeited to Owners by the purchaser, Broker shall be entitled to ten percent (10%) of such forfeited amount, which Owners shall immediately pay Broker upon Owners' receipt of the sum claimed as forfeiture. All costs to obtain such funds shall reduce proportionally the share of Owners and Broker. The split shall only be of the net amount received by Owners on account of forfeiture of a deposit. By way of example, if (a) a buyer provides a $100,000 deposit but does not close under circumstances that Owners believe result in forfeiture of the deposit, (b) the buyer contests whether the deposit has been forfeited, (c) the Owners incur expenses (including attorney fees) of $25,000 in asserting entitlement to forfeiture, and (d) the dispute over forfeiture is resolved (by settlement or judgment) with a payment of $75,000 to the Owners and a return of $25,000 to the buyer, Broker would be entitled to $5,000 calculated as follows: (x) (i) $75,000 total forfeited deposit, minus (ii) $25,000 in Owners expenses, times (y) 10%."

5) Exclusive Relationship. During the term of this agency, and subject to applicable bankruptcy laws and rules and procedures, Owners shall refer to Broker all inquiries and offers received concerning the Property and will not offer the Property for sale except through Broker.

6) Other Brokers; Internet Listings. Owners hereby consent, authorize and grant Broker the right to place listing information regarding the Property on such internet listing service(s) as Broker in its sole discretion shall determine. Broker agrees that it shall actively market the Property in various medium and methods to achieve the widest reasonable market of potential purchasers.

7) Owners' Representations and Warranties. Owners represent and warrant that Lourdes Properties, LLC is the owner of the other Property, and subject to approval of the Bankruptcy Court, has the right to sell the Property it owns and to retain the professional services of Broker. The Property may be sold in individual or multiple groups of these parcels and/or in a combination with other properties of Lourdes Properties LLC or Lourdes University, as the

parties shall agree. THE PROPERTY IS TO BE SOLD AS IS AND WITHOUT REPRESENTATION OR WARRANTY AND IN COMPLIANCE WITH THE TERMS FOR SALE DETERMINED BY OWNERS AND APPROVED BY THE BANKRUPTCY COURT. THERE SHALL BE NO PROMISE OR ASSURANCE MADE WHICH IS NOT IN WRITING AND A PART OF A SALE AGREEMENT FOR THE PROPERTY.

Owners recognize(s) that the agents involved in any sale of the Property are relying on such representations and warranties and on any information supplied by Owners in connection with the Property, and Owners agree to, indemnify and hold harmless Broker, its agents and employees, from and against any and all claims, demands, damages, suits, liabilities, costs and expenses, including reasonable attorney's fees, arising out of any misrepresentation, breach of warranty or concealment of facts by Owners (or any representatives, sources or contractors of Owners) relating to the matters referred to in this paragraph 6 as determined by final order of a court of competent jurisdiction, provided, however, (a) such indemnification or hold harmless claim shall not be payable unless and until the amount of such claim is determined by final order of the Bankruptcy Court upon motion by Broker with notice to Owners and all other parties required to receive notice of motions in the Owners' bankruptcy cases, and (b) Owners shall not be required to advance any costs of defense.

8) Signs. Broker is hereby authorized to place a "FOR SALE" sign on the Property and to remove all other signs of other brokers. Signage shall be subject to approval of Owners.

9) Fair Housing Statement; Blockbusting. It is illegal, pursuant to the Ohio Fair Housing Law (Ohio Rev. Code 4112.02(H)) and the Federal Fair Housing Law (42 U.S.C. 3601), to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status, disability, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

10) Notices. Any notices or other material communications ("Notices") hereunder shall be in writing and shall be given by hand delivery, nationally recognized overnight courier, U. S. certified or registered mail, postage prepaid, or facsimile or electronic mail. All Notices shall be addressed to Broker or Owners at the addresses set forth in this Agreement (or to such other address as either party may specify in writing from time to time) and shall be effective upon actual receipt.

11) Miscellaneous.

a. This Agreement shall be governed by Ohio law and is conditioned upon the entry of an order (the "Approval Order") by the Bankruptcy Court approving the execution and delivery by the Owners of this Agreement. Parties agree that the Owners shall file an application to approve this Agreement within five (5) business days of acceptance of this Agreement. The date of entry by the Bankruptcy Court of the Approval Order is the "Approval Date."

b. Upon entry of the Approval Order, this Agreement shall be binding upon the parties and inure to the benefit of each of the parties. This Agreement shall be void if assigned by Broker.

c. This Agreement constitutes the entire agreement and understanding between the parties hereto, and neither party shall be bound by any agreements or conditions except as are expressly set forth herein, or as may otherwise be set forth in a written amendment hereof.

d. In the event that any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

e. Broker acknowledges that the sale may be subject to approval of the Vatican, and that it may impose conditions restricting some future uses of the Property and the timing of payment of commissions.

f. Broker shall continue to inform Owners as to any relationship it has or may have in the future with any insiders, officers or each of their affiliates.

12) Broker's Waiver of Claims. Effective on the Approval Date, Broker hereby waives any and all claims against Owners, regardless of when or how such claims arose, including claims related to any agreements executed prior to the filing by the Owners of the pending Chapter 11 bankruptcy petitions other than claims under this Agreement.

13) Additional Parcels. 6650 Parkgate Place Parcel #3204528

BROKER: ASCENSIONCOMMERCIAL REALTY, LLC

By: _____ 11-17-26

Timothy S. Schlachter, CCIM, President Date

OWNERS: LOURDES PROPERTIES LLC, DEBTORS IN POSSESSIONS

By: _____ 11.17.26

Lourdes Properties, LLC Date

6832 Convent BLVD., Sylvania, Ohio 43560

CHIEF RESTRUCTURING OFFICER

EQUAL HOUSING OPPORTUNITY

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

EXHIBIT "C"

Declaration of Tim Schlachter

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

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DECLARATION OF TIM SCHLACHTER IN SUPPORT OF THE DEBTORS' APPLICATION PURSUANT TO SECTIONS 327(a) AND 328 OF THE BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT OF ASCENSION COMMERCIAL REALTY, LLC A/K/A SVN COMMERCIAL REAL ESTATE ADVISORS AS REAL ESTATE BROKER IN CONNECTION WITH THE SALE OF CERTAIN OF THE DEBTORS' PROPERTIES

Tim Schlachter, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury as follows:

1. I am a Certified Commercial Investment Member ("**CCIM**") and the Managing Director of Ascension Commercial Realty, LLC a/k/a SVN Commercial Real Estate Advisors ("**SVN**"), which maintains an office at 1300 Jefferson Ave, Suite 064, Toledo, OH 43604.

2. I submit this Declaration pursuant to section 327(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") in support of the application (the "**Application**")[2] of the above-captioned Debtors to employ and retain SVN to serve as the Debtors' real estate consultant, broker and advisor as set forth in the Application and the Agreements, true and correct copies of which

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[1] The Debtors in these Chapter 11 cases (the "**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.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

are attached to the Application as Exhibit "B". Except as otherwise indicated, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.[3]

3. SVN is a full service commercial real estate brokerage, asset management, and facility management firm located at 1300 Jefferson Ave, Suite 064, Toledo, OH 43604. The SVN professionals primarily responsible for this engagement are Tim Schlachter, CCIM, Managing Director, and Doug Wright, CCIM, and Hannah Szul, Advisors.

4. SVN is a qualified, experienced and recognized brokerage firm that has the resources, capabilities, and experience to assist the Debtors in pursuing a sale of the Properties. SVN was acting as the Debtors' real estate broker for most of the Properties prior to the Petition Date. SVN has knowledge of the local market and the prospective purchasers, and is uniquely qualified to market and assist in selling the Properties, given its institutional knowledge of the physicality of the Properties, any issues which may need to be addressed, and the process by which these Properties would be further marketed. I am advised that this process will be fully addressed in one or more motions to approve bidding procedures and the sales to be filed in the Debtors' cases shortly.

A. <u>Scope of Services</u>

5. As more fully set forth in the Agreements, SVN will perform services for the Debtors (collectively, the "Services") that include, but are not limited to, the following:[4]

a. Using commercially reasonable efforts to find a purchaser for each of the Properties, and providing continuous active marketing and advertisement of the availability of the Properties in various media and

[3] Certain of the disclosures herein may relate to matters within the knowledge of other professionals at SVN and are based on information provided by them.

[4] This list is provided only as a summary. The Services being provided are more fully set forth in the Agreements. To the extent that this summary is inconsistent with the Services listed in the Agreements, the Agreements shall control.

methods to achieve the widest reasonable market of potential purchasers;

b. Listing each of the Properties for sale as a whole or by individual parcel, subject to the Debtors' approval, and placing listing information on such internet listing services as SVN determines;

c. Working with the Debtors to populate a data room for prospective purchasers' due diligence, and making clear in the data room, in any listings and in any initial communications with prospective purchasers that any sale is subject to approval of this Court and, approval of the Vatican where such approval is necessary;

d. Placing "FOR SALE" signs on the Properties, subject to the Debtors' approval;

e. Receiving all inquiries and offers concerning the Properties, which the Debtors are required to refer to SVN, and presenting all offers to the Debtors; and

f. Supervising an auction as shall be approved by the Debtors and this Court.

B. Professional Compensation

6. The Agreements entitle SVN to a commission equal to a percentage of the gross sales price at which each Property or parcels of such Properties may be sold (the "Sale Commission" or the "Fee Structure") as follows:

a) Lourdes Commons- 2%

b) Rec Center- 3%

c) Wickford Apartments- 2% of the gross sales price up to and including a gross sales price of $2,000,000; and a fee in an amount equal to 3.5% of the gross sales price exceeding $2,000,000

d) Convent House- 3.5%

7. The Sale Commission is not earned or payable unless and until a sale of the respective Property closes upon the terms agreed. The Agreements do not provide for reimbursement of SVN's expenses. In addition, if the Debtors enter into an agreement to sell the Properties and any earnest money deposit or consideration is subsequently forfeited to the Debtors

by the purchaser, SVN is entitled to ten percent (10%) of the net amount received by the Debtors on account of such forfeiture, after deducting the costs (including attorneys' fees) incurred to obtain such funds.

8. It is SVN's general practice and the general practice of other similar professionals who provide similar services, to be paid on a contingency fee basis, rather than keeping detailed time records similar to those customarily kept by attorneys in chapter 11 cases.

C. Disinterestedness and Eligibility

9. SVN reviewed a list of the interested parties in these Chapter 11 Cases (the "**Potential Parties in Interest**") to determine whether it had any conflicts or other relationships that might cause it to not be disinterested or to hold or represent an interest adverse to the Debtor and has determined that there are no such conflicts or relationships, although it is possible that certain of the creditors in this case may have also been creditors of another company for whom SVN has been retained in the past to sell property.

10. To the best of my knowledge and belief, SVN (i) does not hold any interest materially adverse to the Debtors' estates, (ii) has no connection with the Debtors, their creditors or related parties herein, and (iii) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code (as modified by section 1107(b) of the Bankruptcy Code).

11. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, SVN has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these Chapter 11 Cases, except as otherwise disclosed herein. In addition, SVN has agreed that it will not provide services to any proposed purchaser of the Properties or have any financial arrangements, incentives or dealings with any proposed purchaser.

12. I am not related or connected to and, to the best of my knowledge after reasonable inquiry, no other professional of SVN is related or connected to, any United States Bankruptcy Judge for the Northern District of Ohio, any of the District Judges for the Northern District of Ohio, the United States Trustee for the Northern District of Ohio, or any employee in the Office of the United States Trustee for the Northern District of Ohio.

13. SVN may have in the past, may currently, and may in the future work with or against other professionals involved in this case in matters unrelated to the Debtors and these Chapter 11 Cases. Based on my current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which SVN is to be employed, and none are in connection with these Chapter 11 Cases.

14. SVN was a counterparty to a prior engagement agreement that was rejected pursuant to the Debtors' Notice of Rejection filed on October 6, 2026. Effective on the Approval Date, SVN waives any and all claims against the Debtors, regardless of when or how such claims arose, other than claims under the Agreements, including all claims arising from such rejection. Accordingly, upon approval of the Application, SVN will not be a "creditor" of the Debtors within the meaning of section 101(10) of the Bankruptcy Code. Further, neither I nor any other member of the SVN engagement team serving the Debtors, to the best of my knowledge, is a holder of other any other claims against the Debtors. In addition, pursuant to Section 1107(b) of the Bankruptcy Code, I am told that SVN's retention is not forbidden because it has represented the Debtors prior to the Petition Date.

15. As such, and has been explained to me, the best of my knowledge, SVN is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. In

addition, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, SVN neither holds nor represents an interest adverse to the Debtors within the meaning of Section 327(a) of the Bankruptcy Code.

16. It is SVN's policy and intent to update its ongoing relationship search for additional parties in interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, SVN will promptly file a Bankruptcy Rule 2014(a) Supplemental Declaration.

17. In accordance with section 504 of the Bankruptcy Code, I hereby state that there is no agreement or understanding between SVN and any other entity, other than a partner or associate of SVN, for the sharing of compensation received or to be received for services rendered in connection with these proceedings.

18. This Declaration is provided in accordance with Section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: Sylvania, Ohio
November 16, 2026

By: */s/ Tim Schlachter*
Tim Schlachter

EXHIBIT "D"

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, [1],	)	
	)	
Jointly Administered Debtors-in-Possession	)	Judge Mary Ann Whipple

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ORDER PURSUANT TO SECTIONS 327(a) AND 328 OF THE BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT OF ASCENSION COMMERCIAL REALTY, LLC A/K/A SVN COMMERCIAL REAL ESTATE ADVISORS AS REAL ESTATE BROKER IN CONNECTION WITH THE SALE OF CERTAIN OF THE DEBTORS' PROPERTIES

Upon consideration of the application (the "**Application**")[2] of the debtors in the above-

[1] The Debtors in these Chapter 11 cases (the **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.

[2] Capitalize terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Application.

captioned cases (collectively, the "**Debtors**"), for entry of an order pursuant to sections 327(a) and 328 of title 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") approving the retention of Ascension Commercial Realty, LLC a/k/a SVN Commercial Real Estate Advisors ("**SVN**") as the Debtors' real estate broker to assist the Debtors in selling the Properties identified in **Exhibit "A"** to the Application upon the terms of the Agreements annexed to the Application as **Exhibit "B"**; and upon the Declaration of Tim Schlachter in support of the Application (the "**Declaration**"), annexed to the Application as **Exhibit "C"**; and it appearing that the Court has jurisdiction to consider the Application; and it appearing that the relief requested in the Application is in the best interests of the estates; and the Court being satisfied, based on the representations made in the Application and the Declaration, that SVN represents or holds no interest adverse to the Debtors' estates and is disinterested under section 101(14) of the Bankruptcy Code; and it appearing that due and appropriate notice of the Application has been given; and it appearing that no other or further notice need be provided; and good and sufficient cause appearing therefor, it is

ORDERED, that the Application is **GRANTED** as provided herein; and it is further

ORDERED, that in accordance with sections 327(a) and 328 of the Bankruptcy Code, the Debtors are hereby authorized to retain SVN as their real estate broker, effective as of the date of entry of this Order; and it is further

ORDERED, that the terms of the Agreements, including the Fee Structure set forth therein, the indemnification provision (subject to the limitations set forth in of the Agreements), and SVN's waiver of any and all claims against the Debtors other than claims under the Agreements (including all claims arising from the Debtors' rejection of their prior engagement agreement with SVN, are hereby approved, and such waiver shall be effective upon entry of this Order; and it is further

ORDERED, that given the percentage-based fee structure provided for in the Agreements, and given that SVN does not earn its fee until the closing of any sales approved by the Court, SVN is excused from filing time records and interim and final fee applications, provided that the compensation to SVN shall be paid solely from the proceeds of a sale approved by this Court, at closing, in such amounts as will be identified on the record of the hearing to approve the sale and in the order approving such sale; and notwithstanding anything in the Agreements, SVN shall not be entitled to default interest or to assert a broker's lien against any of the sale proceeds or the Properties; and it is further

ORDERED that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.