

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	Section “A”
ORLEANS,	§	
	§	Chapter 11
Debtor. <sup>1</sup>	§	
	§	

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**ORDER APPROVING BIDDING PROCEDURES AND  
AUCTION AND SALE NOTICE AND GRANTING RELATED RELIEF**

On May 27, 2021, The Roman Catholic Church of the Archdiocese of New Orleans, the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**Archdiocese**”), filed its *Motion for Entry of Orders: (I) Approving Bidding Procedures and Stalking Horse Protections, and (II) Authorizing the Sale of Immovable Property* [ECF No. 889] (the “**Motion**”) pursuant to §§ 105(a), 363(b), and 363(f) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Part X of the Procedures for Complex Chapter 11 Cases in the Eastern District of Louisiana (the “**Complex Case Procedures**”).<sup>2</sup> After due deliberation thereon; and upon the arguments and statements in support of the Motion presented at the hearing before the Court on June 17, 2021 (the “**Hearing**”); and this Court having determined that: (i) it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (ii) venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, and (iii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b);

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 8966. The Debtor’s principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures.

and notice of the Motion and of the Hearing being sufficient under the circumstances, and no further notice being required;

**IT IS HEREBY FOUND AND DETERMINED** that:

A. The Debtor has articulated good and sufficient reasons for, and the best interests of its estate will be served by, this Court granting certain of the relief requested in the Motion, including approval of: (i) the Bidding Procedures attached hereto as **Exhibit 1**, and (ii) the Auction and Sale Notice attached hereto as **Exhibit 2**.

B. The Bidding Procedures are fair, reasonable, and appropriate and are designed to maximize the recovery with respect to the proposed sale of the Property commonly known as 4119 St. Elizabeth Drive, Kenner, Louisiana, as legally described and set forth in the Draft Purchase Agreement (the “**Sale**”) for the benefit of creditors of the estate.

C. The Auction and Sale Notice is appropriate, adequate, and sufficient and is reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale, the Bidding Procedures, and applicable requirements. The Auction and Sale Notice provides reasonable and proper notice to all potential purchasers and the Debtor’s creditors of the proposed Sale, as well as adequate opportunity to submit offers for the Property or to object to the proposed Sale.

D. The Debtor has articulated good and sufficient reasons for, and the best interests of its estate will be served by, this Court’s scheduling a Sale Hearing (as defined below) to consider granting the other relief requested in the Motion, including approval of the Sale and the transfer of the Property to a Winning Bidder, free and clear of all claims, liens, interests, and encumbrances pursuant to § 363(f) of the Bankruptcy Code.

E. As demonstrated by the compelling and sound business justifications set forth by the Debtor in the Motion and at the Hearing, the entry of this Order is in the best interests of the Debtor, its estate, creditors, and all other parties in interest herein.

**THEREFORE, IT IS HEREBY ORDERED** that:

1. The Bidding Procedures attached hereto as **Exhibit 1** are approved in all respects and shall govern all bids and bid proceedings relating to the Sale. The Debtor is authorized and directed to take any and all actions necessary or appropriate to implement the Bidding Procedures. The failure to specifically include or reference any particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Bidding Procedures be approved in their entirety and incorporated herein by reference. All objections to the approval of the Bidding Procedures and the Auction and Sale Notice that have not been withdrawn, waived, or settled prior to the entry date of this Order are hereby overruled in their entirety.

2. The Debtor may modify the dates set forth in the Bidding Procedures, which include dates and times set forth in this Order, in any manner following consultation with the Official Committee of Unsecured Creditors (the “**Original Committee**” or “**Tort Committee**”) and the Official Committee of Unsecured Commercial Creditors (the “**Commercial Committee**”) (collectively, the “**Committees**”) and with the consent of the Committees. In addition, the Debtor may implement additional procedural rules that the Debtor determines, in its reasonable business judgment and in consultation with its professionals and the Committees, will better promote the goals of the bidding process; provided that such modifications are (a) not inconsistent with this Order, the Bidding Procedures, or any order of this Court, and (b) disclosed to each Qualified Bidder participating in the Auction.

3. Notice of any such amendments prior to the Auction shall be filed with this Court and shall state the amendments to the Bidding Procedures (including any amendments that vary a date or dates in the Bidding Procedures or this Order), following consultation with the Committees (the “**Bidding Procedures Amendment Notice**”). The Bidding Procedures Amendment Notice, if any, shall be served on all Potential Bidders.

4. The Auction and Sale Notice attached hereto as **Exhibit 2** is approved in all respects. Within two (2) business days following entry of this Order, the Debtor shall serve the Auction and Sale Notice and the Bidding Procedures on the following: (a) all entities and individuals known to have expressed an interest in the Property; (b) all entities and individuals known to have asserted any claim, lien, interest, or encumbrance in or upon the Property; (c) the Office of the United States Trustee; (d) the parties identified in this Court’s *Ex Parte Order Authorizing the Debtor to Limit Notice and Establishing Notice Procedures* [ECF No. 22]; and (e) such other additional creditors or parties in interest as identified by the Debtor. Notice of the Auction and Sale Notice, as set forth herein, constitutes sufficient notice of the Auction and of the Sale Hearing.

5. The Bid Deadline is August 6, 2021<sup>3</sup> at 5:00 p.m. CST. As set forth in the Bidding Procedures, all Potential Bidders are required to submit their bids so that such Bids are actually received by the Bid Deadline by all of the following parties: (i) Counsel for the Debtor (Jones Walker LLP, Attn: Mark A. Mintz, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170, Email: mmintz@joneswalker.com); (ii) Counsel for the Tort Committee (Locke Lord LLP, Attn: C. Davin Boldissar, 601 Poydras Street, Suite 2660, New Orleans, LA 70130, Email:

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<sup>3</sup> The Bidding Procedures permit the Debtor to extend certain dates and deadlines on the terms set forth therein.

[dboldissar@lockelord.com](mailto:dboldissar@lockelord.com)); and (iii) Counsel for the Commercial Committee (Stewart Robbins Brown & Altazan, LLC, Attn: William S. Robbins, 301 Main Street, Suite 1640, Baton Rouge, LA 70801, Email: wrobbins@stewartrobbins.com) (the “**Bid Deadline Recipients**”).

6. The Debtor is authorized, in its discretion and after consultation with the Committees, to designate an Opening Bid for the Auction. In addition, and subject to the right of the Committees to raise potential objections as set forth below, the Debtor is authorized, in its discretion and after consultation with the Committees, to agree that the Opening Bidder has stalking-horse status and protections (the “**Stalking-Horse Bidder**”), including a break-up fee and expense reimbursement in an amount not to exceed in the aggregate 4% of the proposed Purchase Price under such Qualified Bidder’s Qualified Purchase Agreement as approved by the Debtor, after consultation with the Committees (the “**Break-Up Fee**”). The Debtor is authorized to pay the Break-Up Fee (if any) to the Stalking-Horse Bidder as provided in the Bidding Procedures and without further order of this Court in the event that such Break-Up Fee (if any) is payable under any agreement between the Debtor and the Stalking-Horse Bidder. Any such payment shall be paid solely from proceeds received by the Debtor at the closing of a sale of the Property. Such Break-Up Fee (if any): (i) is an actual and necessary cost and expense of preserving the Debtor’s estate, within the meaning of § 503(b) of the Bankruptcy Code; (ii) is commensurate to the real and substantial benefits conferred upon the Debtor’s estate by the Stalking-Horse Bidder in the event the Debtor (after consultation with the Committees) grants stalking-horse status and protections to any Qualified Bidder as provided in the Bidding Procedures; and (iii) is reasonable and appropriate in light of the size and nature of the proposed Sale and comparable transactions. The award of such stalking-horse protections is subject to the following: In the event that a Stalking-Horse Bidder is designated, (i) the designation shall take place no later than August 2, 2021, and the Debtor shall

file notice of that designation no later than August 2, 2021 (unless the date of August 2, 2021 is extended with the consent of the Committees); (ii) either of the Committees may object to the designation and may seek a hearing with the Court in advance of the Auction; and (iii) the matter will be announced at the Auction.

7. The Auction, if necessary, shall take place on August 13, 2021 at the offices of Jones Walker, LLP, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170, commencing at 10:00 a.m. CST (the “**Auction**”).

8. The Sale Hearing, at which the Debtor shall seek approval of the Winning Bidder, shall be held telephonically on August 17, 2021 at 1:00 p.m. CST before the Honorable Meredith S. Grabill, United States Bankruptcy Judge for the Eastern District of Louisiana. The Section A dial-in information is 1-888-684-8852; Access Code: 9318283. The Debtor may adjourn or reschedule the Sale Hearing without further notice other than an announcement of the adjourned date at the Sale Hearing.

9. Any objection to the Sale must be in writing and filed with the Court on or before August 16, 2021 at 5:00 p.m. CST.

10. The Debtor is authorized and empowered to, as reasonable, and with notice to and consent from the Committees, take such steps, expend such sums of money, and do such other things as may be necessary to implement and effect the terms and requirements established and relief granted in this Order, without further order of the Court.

11. To the extent anything contained in this Order conflicts with the Motion, this Order and the provisions of the Bidding Procedures attached hereto shall govern and control.

12. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), this Order shall take effect immediately upon its entry, and any stay of the effectiveness of this Order under Bankruptcy Rule 6004(h) is hereby expressly waived.

13. The Debtor shall submit a final version of the proposed Sale Order (or such other sale order as requested by the Winning Bidder and approved by the Debtor in its discretion after consultation with the Committees and the Winning Bidder) prior to the Sale Hearing.

14. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order.

15. Notwithstanding any other provision of this Order, the Debtor, after consultation with the Committees, may withdraw the Bidding Procedures and auction and sale procedures set forth in the Bidding Procedures at any time to allow the Debtor to pursue an alternative course to further the best interests of the estate and its creditors.

**IT IS FURTHER ORDERED** that the movant shall serve this Order on the required parties who will not receive notice through the ECF system pursuant to the FRBP and the LBRs and file a certificate of service to that effect within three (3) days.

New Orleans, Louisiana, this 1st day of July, 2021.



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MEREDITH S. GRABILL  
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	Section "A"
ORLEANS,	§	
	§	Chapter 11
Debtor. <sup>1</sup>	§	
	§	

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**BIDDING PROCEDURES**  
**FOR THE SALE OF IMMOVABLE PROPERTY**

On May 1, 2020, The Roman Catholic Church of the Archdiocese of New Orleans, the above-captioned debtor and debtor-in-possession (the "**Debtor**" or "**Archdiocese**"), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Eastern District of Louisiana (the "**Bankruptcy Court**"), commencing the above-captioned case (the "**Chapter 11 Case**").

On June \_\_, 2021, the Bankruptcy Court entered the *Order Approving Bidding Procedures and Auction and Sale Notice and Granting Related Relief* [ECF No. \_\_] (the "**Bidding Procedures Order**"), by which the Bankruptcy Court approved the following procedures (the "**Bidding Procedures**").

The Debtor is soliciting competing bids for the Sale (defined below) of the Property (defined below) in accordance with these Bidding Procedures. Copies of the Bidding Procedures, the Bidding Procedures Order, and the form of Purchase Agreement (the "**Draft Purchase Agreement**") are available by visiting the website of the Debtor's claims, noticing, and solicitation agent at <https://www.donlinrecano.com/Clients/rcano/Index>. As detailed below, proposed bidders must, among other things, submit an executed purchase agreement, in the form of the Draft Purchase Agreement, along with a marked version evidencing any changes to the Draft Purchase Agreement. The Debtor will consider all offers which comply with the terms of these Bidding Procedures.

1. **Sale Proposal.** These Bidding Procedures set forth the terms by which prospective bidders may qualify for and participate in the Auction (defined below), thereby competing to make the highest or otherwise best offer for the Property. The sale of the Property shall be free and clear of any and all claims, liens, and other encumbrances (the "**Sale**"), with all such claims, liens, and encumbrances attaching to the proceeds of the Sale to the same extent and with the same priority as such claims, liens, and encumbrances attached to the Property prior to the Sale.

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<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 8966. The Debtor's principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.



**EXHIBIT 1**

2. **Property.** For purposes of the Sale, the “**Property**” consists of certain immovable property commonly known as 4119 St. Elizabeth Drive, Kenner, Louisiana, as legally described and set forth in the Draft Purchase Agreement.

3. **“As Is, Where Is” Sale.** Except as explicitly set forth in the Draft Purchase Agreement, the Sale of the Property will be on an “as is, where is” basis, with all faults, and without representations or warranties of any kind, nature, or description by the Debtor, its agents, or its estate, whether written, verbal, express, implied, or by operation of law.

4. **Potential Bidders / Financial Information.** To participate in the Auction, any party (a “**Potential Bidder**”) wishing to submit a proposal, offer, or bid (a “**Bid**”) to purchase the Property must submit such financial information to the Debtor to evidence, to the satisfaction of the Debtor after consultation with the Official Committee of Unsecured Creditors (the “**Original Committee**” or “**Tort Committee**”) and the Official Committee of Unsecured Commercial Creditors (the “**Commercial Committee**”) (collectively, the “**Committees**”), such party’s ability to consummate the Sale.

5. **Due Diligence.** The Debtor shall, upon request by the Potential Bidder, provide each Potential Bidder reasonable due diligence information as soon as reasonably practicable after such request. The Debtor shall not furnish, and shall have no obligation to furnish, any confidential and/or non-public information relating to the Property, the Debtor, or the Auction (collectively, “**Confidential Information**”), to any person that does not qualify as a Potential Bidder. The Debtor makes no representation or warranty as to the Confidential Information provided through the due diligence process or otherwise, except to the extent set forth in the Draft Purchase Agreement (or as set forth in any Qualified Purchase Agreement (as defined below) entered into between the Debtor and the Winning Bidder). No party other than a Qualified Bidder may conduct any additional due diligence after the Bid Deadline (as defined below).

6. **Bid Deadline.** Potential Bidders must submit their Bids by no later than 5:00 p.m. CST on August 6, 2021<sup>2</sup> (the “**Bid Deadline**”) so that such Bids are actually received by the Bid Deadline by all of the following parties: (i) Counsel for the Debtor (Jones Walker LLP, Attn: Mark A. Mintz, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170, Email: [mmintz@joneswalker.com](mailto:mmintz@joneswalker.com)); (ii) Counsel for the Tort Committee (Locke Lord LLP, Attn: C. Davin Boldissar, 601 Poydras Street, Suite 2660, New Orleans, LA 70130, Email: [dboldissar@lockelord.com](mailto:dboldissar@lockelord.com)); and (iii) Counsel for the Commercial Committee (Stewart Robbins Brown & Altazan, LLC, Attn: William S. Robbins, 301 Main Street, Suite 1640, Baton Rouge, LA 70801, Email: [wrobbins@stewartrobbins.com](mailto:wrobbins@stewartrobbins.com)) (the “**Bid Deadline Recipients**”). Potential Bidders may either e-mail their Bids to the e-mail addresses listed above or mail or deliver their Bids to the physical addresses listed above so that they are actually received by the Bid Deadline. The Debtor shall have no obligation to consider any other delivery format, such as fax, as acceptable. The Debtor may, following consultation with the Committees, extend the Bid Deadline

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<sup>2</sup> Each of the dates set forth herein is subject to extension by the Debtor pursuant to the terms of Paragraph 14 hereof.

**EXHIBIT 1**

until the commencement of the Auction for one or more Potential Bidders without prior notice to any party, but shall have no obligation to do so under any circumstances.

7. **Qualified Bid.** In order to constitute a “**Qualified Bid**,” a Bid must satisfy the following requirements (the “**Bid Requirements**”):

- (a) be submitted in writing and be actually received by the Bid Deadline Recipients by the Bid Deadline as set forth in Paragraph 6 of these Bidding Procedures;
- (b) not be materially more burdensome or conditional in its terms than the Draft Purchase Agreement;
- (c) be accompanied by (i) a clean, duly executed copy of a Purchase Agreement (the “**Qualified Purchase Agreement**”), the form of which shall be consistent with the Draft Purchase Agreement and which shall not be inconsistent with these Bidding Procedures, and (ii) a copy of the Qualified Purchase Agreement which is marked to reflect the amendments and modifications compared to the Draft Purchase Agreement, including: (A) the name of the Potential Bidder; (B) the proposed purchase price; and (C) the inclusion of better terms and/or conditions than those set forth in the Draft Purchase Agreement;
- (d) constitute a good faith, bona fide offer to purchase the Property in accordance with the terms of the Qualified Purchase Agreement;
- (e) identify the legal name of the Potential Bidder (including any direct or indirect equity holders, if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale);
- (f) be accompanied by a copy of the draft Sale Order (as defined below) marked to reflect the changes compared to the form of Sale Order posted on <https://www.donlinrecano.com/Clients/rcano/Index>;
- (g) be accompanied by a Deposit in the amount equal to \$50,000.00 by means of a cashier’s check from a U.S. bank, or by a wire transfer, in each such case sent to counsel for the Debtor so as to be received no later than the Bid Deadline;
- (h) provide adequate information to demonstrate to the satisfaction of the Debtor, after consultation with the Committees, that such Potential Bidder has the financial wherewithal and ability to consummate the Sale;

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- (i) contain a written statement that the Potential Bidder agrees to be bound by the terms of the Bidding Procedures and the Bidding Procedures Order and consents to the jurisdiction of the Bankruptcy Court (including waiving any right to a jury trial) in connection with any disputes related to these Bidding Procedures or the Qualified Purchase Agreement, as well as (each as defined below) the Auction, the Sale Hearing, the Sale Order, and/or the Closing;
- (j) contain a written statement outlining the absence or presence, and details thereof, of any relationship, affiliation, or connection of any kind between the Potential Bidder, on the one hand, and The Roman Catholic Church of the Archdiocese of New Orleans and/or any of the Archdiocese's affiliates, current or former officers, directors, and/or investors;
- (k) not be conditioned on any due diligence, financing, or other contingencies of the bidder other than authorizing the Sale and other customary conditions to closing for this type of transaction;
- (l) remain irrevocable until forty-eight (48) hours after the conclusion of the Sale Hearing or such longer period of time as set forth below if the Potential Bidder is selected as the Winning Bidder or Back-Up Bidder (as defined below);
- (m) state that the Potential Bidder is willing to serve as a Back-Up Bidder and that the Qualified Bid (or any Qualified Bid as modified at the Auction) shall constitute the Back-Up Bid if the Debtor, in its sole discretion, designates it as the Back-Up Bid in accordance with the provisions of Paragraph 10; and
- (n) provide a commitment to close the transaction no later than August 31, 2021 (such being the "**Closing Deadline**").

8. **Determination of Qualified Bids.** A Bid that satisfies each of the Bid Requirements, as determined by the Debtor in its reasonable discretion, in consultation with the Committees, constitutes a "**Qualified Bid**," and such Potential Bidder constitutes a "**Qualified Bidder**," and, in particular, the Debtor may determine that a Bid is not a Qualified Bid if the Qualified Purchase Agreement differs in any material respect from the Draft Purchase Agreement. Two business days prior to the Auction (August 11, 2021), the Debtor shall determine, after consultation with the Committees, whether any submitted bids constitute Qualified Bids. The Debtor shall file and serve on all Potential Bidders that submitted a Bid (regardless of whether such Bid was determined to be a Qualified Bid) a notice (the "**Auction Notice**") indicating which Bids, if any, have been designated as Qualified Bids. If any Bids are designated as Qualified Bids, the Auction Notice shall set an Auction to be conducted on August 13, 2021 as further described below.

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9. **Auction.** If the Debtor receives more than one Qualified Bid, the Debtor shall conduct an auction on August 13, 2021 at the offices of Jones Walker, LLP, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170,<sup>3</sup> commencing at 10:00 a.m. CST (the “**Auction**”). The Auction will be conducted to determine the best and highest bid (the “**Winning Bid**,” with the bidder being the “**Winning Bidder**”). The Auction will be conducted in accordance with the following procedures (the “**Auction Procedures**”):

- (a) only Qualified Bidders, in person or through duly-authorized representatives, may bid at the Auction, and every Qualified Bidder must have at least one such duly-authorized representative with authority to bind the Qualified Bidder at the Auction;
- (b) only the Debtor, the Committees, their respective advisors, and such authorized representatives of the Qualified Bidders shall be permitted to attend the Auction;
- (c) prior to the commencement of the Auction, (i) representatives of the Debtor may have discussions with each Qualified Bidder with respect to the terms and conditions of such Qualified Bids, and (ii) the Debtor will have selected a Qualified Bid, in consultation with the Committees, to become the opening bid at the Auction (the bid submitted by such Qualified Bidder shall be referred to as the “**Opening Bid**,” and the bidder shall be referred to as the “**Opening Bidder**”);
- (d) the Debtor, in its discretion, after consultation with the Committees, may agree that the Opening Bidder shall have stalking-horse status and protections (the “**Stalking Horse Bidder**”), including a break-up fee and expense reimbursement in an amount not to exceed in the aggregate 4% of the initially proposed purchase price under such Qualified Bidder’s Qualified Purchase Agreement as approved by the Debtor, after consultation with the Committees (the “**Break-Up Fee**”). Any Break-Up Fee, to the extent payable, shall only be paid from proceeds received by the Debtor at a closing of a sale of the Property. The award of stalking-horse protection may occur without further notice or order of the Bankruptcy Court, provided that in the event that a Stalking-Horse Bidder is designated: (i) the designation shall take place no later than August 2, 2021, and the Debtor shall file notice of that designation no later than August 2, 2021 (unless the date of August 2, 2021 is extended with the consent of the Committees); (ii) either of the Committees may object to the designation and may seek a hearing with the Bankruptcy Court in advance of the Auction; and (iii) the matter will be announced at the Auction.

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<sup>3</sup> The Debtor may choose to conduct the Auction by telephone or other electronic means.

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- (e) bidding will commence at the amount of the Opening Bid, which shall be announced by the Debtor at or before the commencement of the Auction;
- (f) other Qualified Bidders may then submit successive bids in increments of not less than \$5,000.00 (the “**Minimum Overbid Amount**”) (plus, with respect to the first successive bid, the amount of the Break-Up Fee provided, if any) higher than the bid at which the Auction commenced, and all further bids must be at least \$5,000.00 higher than the previous bid. To the extent applicable, the Stalking-Horse Bidder shall have the right (but not the obligation) to increase its Opening Bid (and any subsequent bids) by using, as a credit, the amount of the Break-Up Fee when determining whether the Stalking-Horse Bidder has topped the previous bid by the required amount;
- (g) Qualified Bidders shall have the right to improve their bids and submit modifications to their Qualified Purchase Agreements at the Auction, consistent with the Bidding Procedures, provided that any such modifications to a Qualified Purchase Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtor than any prior bid by such party (as determined by the Debtor, following consultation with the Committees);
- (h) the bidding will be transcribed by a certified court reporter employed by the Debtor to ensure an accurate recording of the bidding at the Auction;
- (i) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the proposed Sale and is not in violation of § 363(n) of the Bankruptcy Code; and
- (j) the Auction shall be governed by such other procedures as may be announced by the Debtor, from time to time on the record at the Auction, in consultation with the Committees.

10. **Acceptance of the Winning Bid and Designation of the Back-Up Bid.**

- (a) Upon the conclusion of the Auction (if held), the Debtor, in the exercise of its reasonable, good-faith business judgment and after consultation with the Committees, shall identify the Winning Bid, which is the highest or otherwise best Qualified Bid submitted at the Auction. In addition, the Debtor, in its sole discretion, may designate the “Back-Up Bid,” which is the next highest or otherwise best Qualified Bid. Each of the Winning Bidder and the Back-Up Bidder shall be required to immediately execute a definitive Qualified Bid conformed to the provisions of the Winning Bid and the Back-Up Bid, as applicable. For the purposes of these Bidding Procedures, the definitive agreement

**EXHIBIT 1**

executed by the (i) Winning Bidder shall be defined as the “**Winning Bid Purchase Agreement**” and (ii) Back-Up Bidder shall be defined as the “**Back-Up Bid Purchase Agreement.**” The Back-Up Bidder must keep the Back-Up Bid open and irrevocable until fourteen (14) days after the earlier of: (i) the Closing Deadline; and (ii) the date of closing of the transaction with the Winning Bidder.

- (b) Upon the conclusion of the Auction and by the close of business on the next business day, the Winning Bidder and Back-Up Bidder shall immediately pay to the Debtor an additional amount in cash that, when combined with the Deposit equals ten percent (10%) of the purchase price reflected in the final bid of the Winning Bidder and Back-Up Bidder (such additional amounts shall be included in the definition of the “**Deposit**”).
- (c) If an Auction is held, the Debtor shall be deemed to have accepted a Qualified Bid as the winner of the Auction (conditioned upon approval by the Bankruptcy Court) only when (i) such bid is declared the Winning Bid; (ii) definitive documentation has been executed in respect thereof; and (iii) any additional Deposit required as a result of a bid submitted at the Auction (as required by the Bidding Procedures) has been provided to the Debtor. Such acceptance is also conditioned upon approval by the Bankruptcy Court of the Winning Bid and (if applicable) the Back-Up Bid.

11. **Sale Hearing.**

- (a) The sale hearing is presently scheduled to take place telephonically on **August 17, 2021 at 1:00 p.m. CST**, before the Honorable Meredith S. Grabill, United States Bankruptcy Judge for the Eastern District of Louisiana (the “**Sale Hearing**”). The Section A dial-in information is 1-888-684-8852; Access Code: 9318283.
- (b) After the conclusion of the Auction on August 13, 2021 (and in advance of the Sale Hearing), the Debtor will file a notice of the Winning Bid and Back-Up Bid, along with copies of the Winning Bid Purchase Agreement, Back-Up Bid Purchase Agreement, and Sale Order (the “**Notice of Winning Bid and Back-Up Bid**”).
- (c) As applicable, the Debtor will present the results of the Auction to the Bankruptcy Court at the Sale Hearing, and the Bankruptcy Court will be asked to find, among other things, that (i) the Auction was conducted, and the Winning Bidder and the Back-Up Bidder were selected, in accordance with these Bidding Procedures, (ii) the Auction was fair in substance and procedure,

**EXHIBIT 1**

(iii) each of the Winning Bid and the Back-Up Bid was a Qualified Bid, (iv) Closing of the Sale with the Winning Bid (or if applicable, the Back-Up Bid) will provide the highest or otherwise best value for the Property and is in the best interests of the Debtor and its estate, and (v) each of the Winning Bidder and the Back-Up Bidder are deemed to be purchasers of the Property in good faith as set forth in § 363(m) of the Bankruptcy Code.

- (d) At the Sale Hearing, the Debtor shall ask the Bankruptcy Court to enter an order approving the Winning Bid and, if applicable, the Back-Up Bid (the “**Sale Order**”). Except to the extent revised by the Debtor in its discretion, after consultation with the Committees and the Winning Bidder, the Sale Order presented to the Bankruptcy Court at the Sale Hearing shall be in the form submitted as part of the Winning Bid.
- (e) At the Sale Hearing, the Debtor shall also request, as part of the Sale Order, authorization from the Bankruptcy Court to accept the Back-Up Bid as the Winning Bid, and consummate such bid, if the Winning Bid is not consummated when and as required by its terms without further order of the Bankruptcy Court. The Debtor and the Back-Up Bidder shall be bound to consummate the Back-Up Bid if the Winning Bid terminates at which time the Back-Up Bidder shall be deemed the Winning Bidder. The Debtor shall promptly give notice to the Back-Up Bidder if the Winning Bid is terminated and shall provide the Back-Up Bidder a reasonable period within which to close as set forth in the Back-Up Bid Purchase Agreement.

12. **Return of Deposit.**

- (a) The Deposit of the Winning Bidder, upon Closing, shall be credited to the Purchase Price. As shall be set forth in the Winning Bid Purchase Agreement, if the Winning Bidder fails to close due to no fault of the Debtor, then the Deposit which is the subject of the Winning Bid shall be retained by the Debtor or returned to the Winning Bidder as shall be set forth in the Winning Bid Purchase Agreement..
- (b) The Deposits of any Qualified Bidders other than the Winning Bidder and the Back-Up Bidder will be returned within two (2) business days after the conclusion of the Sale Hearing.

13. **Payment of the Break-Up Fee.** If applicable, and if the Stalking-Horse Bidder is not the Winning Bidder, the Debtor shall pay the Break-Up Fee to the Stalking-Horse Bidder as set forth in the agreement between the Debtor and the Stalking-Horse Bidder providing for such Break-Up Fee, but in no event shall payment be any earlier than the time of the

**EXHIBIT 1**

consummation of a sale of the Property and shall only be paid from the proceeds of such sale. Notwithstanding the foregoing, a Break-Up Fee will only be payable if the Debtor has previously determined pursuant to Paragraph 9 of these Bidding Procedures that the Opening Bid merits stalking-horse status and protections.

14. **Reservation of Rights.** THE DEBTOR RESERVES ITS RIGHTS TO IMPLEMENT ADDITIONAL PROCEDURAL RULES THAT THE DEBTOR DETERMINES, IN ITS REASONABLE BUSINESS JUDGMENT AND IN CONSULTATION WITH ITS PROFESSIONALS AND THE COMMITTEES, WILL BETTER PROMOTE THE GOALS OF THE BIDDING PROCESS; PROVIDED THAT SUCH MODIFICATIONS ARE (A) NOT INCONSISTENT WITH THE BIDDING PROCEDURES ORDER, THE BIDDING PROCEDURES, OR ANY ORDER OF THE BANKRUPTCY COURT, AND (B) DISCLOSED TO EACH QUALIFIED BIDDER PARTICIPATING IN THE AUCTION. THE DEBTOR ALSO RESERVES THE RIGHT, AT ANY TIME, FOR ANY REASON AND IN ITS REASONABLE, GOOD-FAITH BUSINESS JUDGMENT, TO DECLINE TO PURSUE THE SALE AND TO WITHDRAW ANY MOTION FILED IN THE BANKRUPTCY COURT SEEKING TO APPROVE THE SALE.



**EXHIBIT 2**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA**

<b>In re:</b>	§	
	§	<b>Case No. 20-10846</b>
<b>THE ROMAN CATHOLIC CHURCH</b>	§	
<b>OF THE ARCHDIOCESE OF NEW</b>	§	<b>Section “A”</b>
<b>ORLEANS,</b>	§	
	§	<b>Chapter 11</b>
<b>Debtor.<sup>1</sup></b>	§	
	§	

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**AUCTION AND SALE NOTICE**

**PLEASE TAKE NOTICE** that on May 27, 2021, The Roman Catholic Church of the Archdiocese of New Orleans, the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**Archdiocese**”), filed its *Motion for Entry of Orders: (I) Approving Bidding Procedures and Stalking Horse Protections, and (II) Authorizing the Sale of Immovable Property* [ECF No. 889] (the “**Motion**”) with the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Bankruptcy Court**”). All parties that may be interested in submitting a bid for the Property<sup>2</sup> or taking part in the Auction must read carefully both the Bidding Procedures and the order approving the Bidding Procedures (the “**Bidding Procedures Order**”).

**PLEASE TAKE FURTHER NOTICE** that on June \_\_, 2021, following a hearing held on June 17, 2021, the Bankruptcy Court entered the Bidding Procedures Order and scheduled a hearing to consider the remainder of the relief requested in the Motion for August 17, 2021 at 1:00 p.m. CST (the “**Sale Hearing**”).

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 8966. The Debtor’s principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.

<sup>2</sup> Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Bidding Procedures.

**EXHIBIT 2**

**PLEASE TAKE FURTHER NOTICE** that only those parties that submit Qualified Bids may participate in the Auction. If you are interested in submitting a Qualified Bid, you must comply with the Bidding Procedures. Any party in interest wishing to receive a complete set of the Motion, Bidding Procedures Order, Bidding Procedures, and Draft Purchase Agreement may do so free of charge by visiting the website of the Debtor's claims, noticing, and solicitation agent at <https://www.donlinrecano.com/Clients/rcano/Index>.

**PLEASE TAKE FURTHER NOTICE** that any party that wishes to take part in the bidding process and submit a Bid for the Property must submit its competing bid by no later than 5:00 p.m. CST on August 6, 2021<sup>3</sup> (the "**Bid Deadline**") so that such Bids are actually received by the Bid Deadline by all of the following parties: (i) Counsel for the Debtor (Jones Walker LLP, Attn: Mark A. Mintz, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170, Email: [mmintz@joneswalker.com](mailto:mmintz@joneswalker.com)); (ii) Counsel for the Tort Committee (Locke Lord LLP, Attn: C. Davin Boldissar, 601 Poydras Street, Suite 2660, New Orleans, LA 70130, Email: [dboldissar@lockelord.com](mailto:dboldissar@lockelord.com)); and (iii) Counsel for the Commercial Committee (Stewart Robbins Brown & Altazan, LLC, Attn: William S. Robbins, 301 Main Street, Suite 1640, Baton Rouge, LA 70801, Email: [wrobbins@stewartrobbins.com](mailto:wrobbins@stewartrobbins.com)) (the "**Bid Deadline Recipients**"). Potential Bidders may either e-mail their Bids to the e-mail addresses listed above or mail or deliver their Bids to the physical addresses listed above so that they are actually received by the Bid Deadline. The Debtor shall have no obligation to consider any other delivery format, such as fax, as acceptable. The Debtor may, following consultation with the Committees, extend the Bid Deadline until the

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<sup>3</sup> All dates and deadlines set forth in this notice are subject to extension by the Debtor pursuant to the terms of the Bidding Procedures.

**EXHIBIT 2**

commencement of the Auction for one or more Potential Bidders without prior notice to any party, but shall have no obligation to do so under any circumstances.

**PLEASE TAKE FURTHER NOTICE** that the Debtor may, in its reasonable discretion, in consultation with the Committees, determine whether a bidder is a “Qualified Bidder” and a Bid is a “Qualified Bid” (both as defined under the Bidding Procedures). On or before August 11, 2021, the Debtor shall file and serve on all Potential Bidders a notice (the “**Auction Notice**”) indicating which Bids, if any, have been designated as Qualified Bids. If any Bids are designated as Qualified Bids, the Auction Notice shall set an Auction (as defined below) to be conducted on August 13, 2021, as further described below.

**PLEASE TAKE FURTHER NOTICE** that, if necessary, the Debtor shall conduct an auction on August 13, 2021 at the offices of Jones Walker, LLP, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170,<sup>4</sup> commencing at 10:00 a.m. CST (the “**Auction**”).

**PLEASE TAKE FURTHER NOTICE** that the Bidding Procedures allow for the Debtor to modify the dates set forth in the Bidding Procedures, including the dates and times set forth in the Bidding Procedures Order, in any manner following consultation with the Committees and with the consent of the Committees. In addition, the Debtor may implement additional procedural rules that the Debtor determines, in its reasonable business judgment and in consultation with its professionals and the Committees, will better promote the goals of the bidding process; provided that such modifications are (a) not inconsistent with this Order, the Bidding Procedures, or any order of this Court, and (b) disclosed to each Qualified Bidder participating in the Auction.

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<sup>4</sup> The Debtor may choose to conduct the Auction by telephone or other electronic means.

**EXHIBIT 2**

**PLEASE TAKE FURTHER NOTICE** that notice of any such amendments prior to the Auction shall be filed with this Court and shall state the amendments to the Bidding Procedures (including any amendments that vary a date or dates in the Bidding Procedures or this Order), following consultation with the Committees (the “**Bidding Procedures Amendment Notice**”). The Bidding Procedures Amendment Notice, if any, shall be served on all Potential Bidders.

**PLEASE TAKE FURTHER NOTICE** that the Debtor reserves and has the right to withdraw the Bidding Procedures and cancel the Auction at any time, pursuant to the Bidding Procedures Order, after consultation with the Committees.

**PLEASE TAKE FURTHER NOTICE** that only Qualified Bidders who have submitted a Qualified Bid may attend and/or participate at the Auction. As set forth more fully in the Bidding Procedures, only Qualified Bidders, in person or through duly-authorized representatives may bid at the Auction. Each Qualified Bidder must have at least one duly-authorized representative with authority to bind the Qualified Bidder at the Auction. In addition to Qualified Bidders and their representatives, only the Debtor, the Committees, and their respective advisors shall be permitted to attend the Auction.

**PLEASE TAKE FURTHER NOTICE** that, at the Auction, Qualified Bidders will be permitted to increase their bids. The bidding at the Auction shall be conducted as set forth in the Bidding Procedures, which may be amended, modified, or supplemented as set forth in the Bidding Procedures. At the conclusion of the Auction, the Debtor, in the exercise of its reasonable, good-faith business judgment and after consultation with the Committees, will determine the Winning Bid. In addition, the Debtor, in its sole discretion, may designate the Back-Up Bid.

**EXHIBIT 2**

**PLEASE TAKE FURTHER NOTICE** that a telephonic hearing will be held on **August 17, 2021 at 1:00 p.m. CST** before the Honorable Meredith S. Grabill, United States Bankruptcy Judge for the Eastern District of Louisiana (the “**Sale Hearing**”). The Section A dial-in information is 1-888-684-8852; Access Code: 9318283. At the Sale Hearing, the Debtor will present the Winning Bid and the Back-Up Bid to the Bankruptcy Court and seek the entry of an order approving the Sale of the Property to the Winning Bidder (the “**Sale Order**”).

**PLEASE TAKE FURTHER NOTICE** that any objection to the Sale must be in writing and filed with the Court on or before August 16, 2021 at 5:00 p.m. CST.

**PLEASE TAKE FURTHER NOTICE** that the Debtor will sell the Property, subject to the terms of the Winning Bid, and pursuant to the Sale Order. If the Winning Bidder fails to consummate the Sale by August 31, 2021 (the “**Closing Deadline**”), the Debtor may sell the Property to the Back-Up Bidder without further order of the Bankruptcy Court.

Dated: June \_\_, 2021

Respectfully submitted,

/s/ Mark A. Mintz

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**ATTORNEYS FOR  
THE ROMAN CATHOLIC CHURCH  
OF THE ARCHDIOCESE OF NEW ORLEANS**