

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. ¹	§	
	§	

**ORDER GRANTING THE DEBTOR’S MOTION FOR ENTRY OF AN ORDER
AUTHORIZING THE SALE OF IMMOVABLE PROPERTY**

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**”).²

On July 1, 2021, this Court entered an *Order Approving Bidding Procedures and Auction and Sale Notice and Granting Related Relief* [ECF No. ____] (the “**Bidding Procedures Order**”) that approved certain Bidding Procedures (in the form attached as **Exhibit 1** to the Bidding Procedures Order, referred to herein as the “**Bidding Procedures**”) for the sale of the Property.

¹ 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.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Pursuant to the Bidding Procedures Order and the Bidding Procedures, on August 6, 2021, the Debtor conducted an auction (the “**Auction**”) at the offices of counsel to the Debtor. At the Auction, _____ (the “**Purchaser**”) submitted the highest and best bid, constituting the “**Winning Bid**” under the terms of the Bidding Procedures (with Purchaser being the “**Winning Bidder**” as defined under the Bidding Procedures), pursuant to a Purchase Agreement (collectively with all exhibits thereto, the “**Winning Bid Purchase Agreement**”), executed by and between the Debtor, as seller, and the Purchaser, as buyer. A copy of the Winning Bid Purchase Agreement was subsequently filed in this Chapter 11 Case as an exhibit to the Notice of Winning Bid and Back-Up Bid [ECF No. ____].

After adequate and sufficient notice of the Motion and the Auction, this Court held a hearing on August ___, 2021 (the “**Sale Hearing**”) to consider whether to approve the proposed sale (the “**Sale**”) of the Property (as defined in the Winning Bid Purchase Agreement) to the Purchaser, pursuant to Bankruptcy Code §§ 105(a) and 363, Bankruptcy Rules 2002, 6004, and 9014, and Part X of the Complex Case Procedures. Notice of the Motion, the Auction, the Sale, and the Sale Hearing were adequate and sufficient and given in the manner directed by the Court under the Bidding Procedures Order.

The Court having now reviewed and considered (a) the Motion and all relief requested therein, (b) the objections thereto, if any, and (c) the statements of counsel and evidence presented in support of or against the relief requested by the Debtor at the Sale Hearing; and it appearing that the Court has jurisdiction to consider and determine this matter in accordance with 28 U.S.C. § 1334; and it further appearing that the legal and factual basis set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and creditors, and

other parties-in-interest; and upon the record of the Sale Hearing and all other pleadings and proceedings in this Chapter 11 Case; and after due deliberation thereon and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED that:

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. § 1334. The Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are Bankruptcy Code §§ 105(a) and 363(b), (f), and (m) and Bankruptcy Rules 2002, 6004, and 9014.

C. This Order (the “**Sale Order**”) constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs that this Sale Order be effective immediately upon entry.

Notice of Sale, Auction and the Cure Amounts

D. Actual written notice of the Motion, the Auction conducted on August 6, 2021, the Sale Hearing, the sale of the Property, and a reasonable opportunity to object or to be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities, including, but not limited to, the following parties: (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.

E. As evidenced by the certificates of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Auction, the Motion, the Bidding Procedures, the Sale Hearing, and the Sale was provided in accordance with the orders previously entered by this Court, Bankruptcy Code §§ 105(a) and 363, and Bankruptcy Rules 2002 and 6004. The notices described herein were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Auction, the Motion, the Sale Hearing, the Sale, or Closing is or shall be required.

F. The disclosures made by the Debtor concerning the Auction, the Winning Bid Purchase Agreement, the Motion, the Sale Hearing, and the Sale were complete and adequate.

Good Faith of the Purchaser

G. The Winning Bid Purchase Agreement was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith, and from arm's length bargaining positions.

H. The Purchaser is not an "insider" or "affiliate" of the Debtor as those terms are defined in Bankruptcy Code §§ 101(31) and 101(2). Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Winning Bid Purchase Agreement to be avoided or costs and damages to be imposed under Bankruptcy Code § 363(n). Specifically, the Purchaser has not acted in a collusive manner with any person, and the consideration to be paid by the Purchaser was not controlled by any agreement among the bidders.

I. The Purchaser is purchasing the Property in good faith and is a good faith purchaser within the meaning of Bankruptcy Code § 363(m). The Purchaser proceeded in good faith in connection with all aspects of the Sale, including, but not limited to: (i) complying in all respects with the Bidding Procedures Order; (ii) agreeing to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; and (iii) disclosing all payments to be made by the Purchaser in connection with the Sale. Accordingly, the Purchaser is entitled to all of the protections afforded under Bankruptcy Code § 363(m).

Highest and Best Offer

J. The Debtor conducted an auction process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order. The auction process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Property. The Auction was duly noticed and conducted in a non-collusive, fair, and good-faith manner, and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Property. The Purchaser made the highest and best bid and was declared the Winning Bidder at the conclusion of the Auction.

Under the Winning Bid Purchase Agreement, the Purchaser has agreed to purchase the Property for the Purchase Price of \$_____.

K. The Winning Bid Purchase Agreement constitutes the highest and best offer for the Property and will provide a greater recovery than would be provided by any other available alternative. The Debtor's determination that the Winning Bid Purchase Agreement constitutes the highest and best offer for the Property constitutes a valid and sound exercise of the Debtor's business judgment.

L. The Debtor has adequately marketed the Property. The Winning Bid Purchase Agreement represents a fair and reasonable offer to purchase the Property under the circumstances of this Chapter 11 Case. No other entity has offered to purchase the Property for greater value to the Debtor's estate than the Purchaser.

M. Approval of the Motion and the Winning Bid Purchase Agreement is in the best interests of the Debtor's bankruptcy estate, its creditors, and other parties in interest.

No Fraudulent Transfer or Merger

N. The consideration provided by the Purchaser pursuant to the Winning Bid Purchase Agreement (i) is fair and adequate, (ii) is the highest or otherwise best offer for the Property, (iii) will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration as those terms are defined in each of the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act and the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. Furthermore, the Sale will not cause or increase the Debtor's insolvency. No other person or entity has offered to purchase the Property for greater overall value to the Debtor's estate than the Purchaser. The Debtor's determination that the Winning Bid Purchase Agreement constitutes the highest and best offer for the Property constitutes a valid and sound exercise of the Debtor's business judgment. Approval of the Sale and the Winning Bid Purchase Agreement is in the best interests of the Debtor, its estate, creditors, and other parties in interest.

O. The Winning Bid Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtor nor

the Purchaser is fraudulently entering into the transaction contemplated by the Winning Bid Purchase Agreement.

P. The Purchaser is not a mere continuation of the Debtor or its estate, and there is no continuity of enterprise between the Purchaser and the Debtor. The Purchaser is not holding itself out to the public as a continuation of the Debtor. The Purchaser is not a successor to the Debtor or its estate, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtor.

Validity of Transfer

Q. The Debtor has, to the extent necessary and applicable, (i) full corporate power and authority to execute and deliver the Winning Bid Purchase Agreement and all other documents contemplated thereby, (ii) all corporate authority necessary to consummate the transaction contemplated by the Winning Bid Purchase Agreement, and (iii) taken all corporate action necessary to authorize and approve the Winning Bid Purchase Agreement and the consummation of the transaction contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the Winning Bid Purchase Agreement, are required for the Debtor to consummate the Sale, execute the Winning Bid Purchase Agreement, or consummate the transaction contemplated thereby.

R. The Debtor has (except to the extent otherwise provided in the Winning Bid Purchase Agreement) title to the Property. The transfer of the Property to the Purchaser will be, as of the Closing, a legal, valid, and effective transfer of the Property, which transfer vests or will vest the Purchaser with all of the Debtor's right, title, and interest to the Property free and clear of all liens, mortgages, encumbrances, pledges, security interests, claims, privileges,

conditional sale or title-retention agreements, vendor's privileges arising by operation of law, and notices of seizure, relating to, arising, and/or accruing at any time prior to the Closing Date, with any such liens, claims, or interests attaching to the Sale Proceeds in the same order of priority, and with the same validity, force, and effect as they existed prior to the Sale.

Section 363(f) of the Bankruptcy Code is Satisfied

S. The conditions of Bankruptcy Code § 363(f) have been satisfied in full; therefore, the Debtor may sell the Property free and clear of any claims and interests in the Property. The Purchaser would not have entered into the Winning Bid Purchase Agreement and would not consummate the transaction contemplated thereby if the Sale of the Property to the Purchaser were not free and clear of all claims and interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of such claims and interests.

T. The Debtor may sell the Property free and clear of all claims and interests against the Debtor, its estate, or the Property because one or more of the standards set forth in Bankruptcy Code § 363(f)(1)–(5) has been satisfied. Those holders of claims and interests against the Debtor, its estate, or the Property, who did not object, or who withdrew their objections to the Sale or the Motion are deemed to have consented thereto pursuant to Bankruptcy Code § 363(f)(2). Holders of such claims and interests who did object fall within one or more of the other subsections of Bankruptcy Code § 363(f) and are adequately protected by having their claims and interests, if any, in each instance against the Debtor, its estate, or the Property, attach to the Sale Proceeds in which such creditor alleges an interest, in the same order of priority, with the same validity, force, and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtor or its estate may possess with respect thereto.

Compelling Circumstances for an Immediate Sale

U. The Debtor has demonstrated through the testimony and/or other evidence proffered at the Sale Hearing and the representations of counsel made on the record of the Sale Hearing good and sufficient reasons for approval of the Winning Bid Purchase Agreement and the Sale. The relief requested in the Motion is in the best interests of the Debtor, its estate and creditors, and other parties-in-interest. The Debtor has demonstrated (i) good, sufficient, and sound business purposes and justifications for approving the Winning Bid Purchase Agreement and (ii) compelling circumstances for the Sale outside of the ordinary course of business, pursuant to Bankruptcy Code § 363(b) in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtor's estate, and the Sale will provide the means for the Debtor to maximize distributions to its creditors.

V. To maximize the value of the Property, the Sale must occur within the time constraints set forth in the Winning Bid Purchase Agreement. Time is of the essence in consummating the Sale.

W. Given all of the circumstances of this Chapter 11 Case and the adequacy and fair value of the consideration to be paid by the Purchaser under the Winning Bid Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

X. The Sale does not constitute a *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates a liquidating Chapter 11 plan for the Debtor.

Y. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, §§ 105(a), 363(b), 363(f), and 363(m), and all of the applicable requirements of such Sections have been complied with in respect of the Sale.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

General Provisions

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this Chapter 11 Case pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

2. The relief requested in the Motion is granted and approved, and the transaction contemplated thereby and by the Winning Bid Purchase Agreement is approved as set forth in this Sale Order.

3. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

4. All objections to the Motion and the relief requested therein that have not been withdrawn, waived, or settled by announcement to the Court during the Sale Hearing or by stipulation filed with the Court, including any and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion are deemed to have consented to this Sale pursuant to Bankruptcy Code § 363(f)(2).

5. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

6. The consideration provided by the Purchaser under the Winning Bid Purchase Agreement is fair and reasonable, and the Sale to the Purchaser of the Property shall be deemed for all purposes to constitute a transfer in exchange for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law. Furthermore, the Sale shall not be found to have caused or increased the Debtor's insolvency.

Approval of the Winning Bid Purchase Agreement

7. The Winning Bid Purchase Agreement and all other documents ancillary thereto, and all of the terms and conditions thereof, are hereby approved.

8. Pursuant to Bankruptcy Code §§ 363(b) and (f), the Debtor, as well as its affiliates, officers, employees, and agents, are authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale pursuant to and in accordance with the terms and conditions of the Winning Bid Purchase Agreement, (ii) close the Sale as contemplated in the Winning Bid Purchase Agreement and this Sale Order, and (iii) execute and deliver, perform under, consummate, implement, and fully close the Winning Bid Purchase Agreement, together with all additional ancillary instruments and documents that may be reasonably necessary or desirable to implement the Winning Bid Purchase Agreement and the Sale.

9. This Sale Order shall be binding in all respects upon (a) the Debtor, (b) the Debtor's estate, (c) all creditors of, and holders of equity interests in, the Debtor, (d) all holders of claims and interests (whether known or unknown) in, against, or on the Property, (e) the

Purchaser and all successors and assigns of the Purchaser, (f) the Property, and (g) any trustee subsequently appointed in this Chapter 11 Case, or a Chapter 7 trustee appointed upon a conversion of this Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code. This Sale Order and the Winning Bid Purchase Agreement shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing.

Transfer of the Property

10. Pursuant to Bankruptcy Code §§ 105(a), 363(b), and 363(f), the Debtor is authorized to transfer the Property to the Purchaser at the Closing, and such transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Property, and (b) vest the Purchaser with all right, title, and interest to the Property. Upon the Closing, such Property shall be free and clear of all claims and interests.

11. Except as expressly set forth in the Winning Bid Purchase Agreement, Purchaser and its successors and assigns shall have no liability for any claim. By virtue of the Sale, Purchaser shall not be deemed to: (a) be a legal successor, or otherwise be deemed a successor to the Debtor; (b) have, de facto or otherwise, merged with or into the Debtor; or (c) be a mere continuation or substantial continuation of the Debtor or the enterprise or operations of the Debtor. Further, except as expressly set forth in the Winning Bid Purchase Agreement, Purchaser shall have no liability for any claim, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether as a successor, vicariously, or otherwise, of any kind, nature or character whatsoever.

12. All claims and interests will attach to the Sale Proceeds in the order of their priority, with the same validity, force, extent, and effect which they now have as against the

Property (subject to any claims, defenses and/or offsets that the Debtor or its estate may possess with respect thereto). Upon the closing of the Sale, the Purchaser shall take title to and possession of the Property.

13. The Debtor is hereby authorized to take any and all actions necessary to consummate the transaction contemplated by the Winning Bid Purchase Agreement, including any actions that otherwise would require further approval by the Debtor's board of directors, without the need of obtaining such approvals.

14. Subject to the terms, conditions, and provisions of this Sale Order and the Bidding Procedures Order, all entities (including, without limitation, the holders of any claims and interests) are hereby forever barred, prohibited, and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and transfer the Property to the Purchaser in accordance with the terms of the Winning Bid Purchase Agreement and this Sale Order.

15. The transfer of the Property to the Purchaser pursuant to the Winning Bid Purchase Agreement does not require any consents other than as specifically provided for in the Winning Bid Purchase Agreement.

16. A copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder of the state, parish, or local authority to effect a cancellation of record for any of the claims or interests.

17. If any person or entity which has filed statements or other documents evidencing claims and interests on, or in, the Property shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary

for the purpose of documenting the release of all claims and interests that the person or entity has or may assert with respect to the Property (collectively, the “**Releasing Instruments**”), the Debtor is hereby authorized and directed, and the Purchaser is hereby authorized, on behalf of the Debtor and each of its creditors, to execute and file such Releasing Instruments on behalf of such person or entity with respect to the Property.

18. At the Closing, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtor’s interest in the Property. This Sale Order is and shall be effective as a determination that, at the Closing, all claims and interests of any kind or nature whatsoever existing as to the Property prior to the Closing shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected; provided, however, that such claims and interests shall attach to the Sale Proceeds in the order of their priority, with the same validity, force, extent, and effect which they now have as against the Property.

19. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transaction

contemplated by the Winning Bid Purchase Agreement, including without limitation any Releasing Instruments and/or a copy of this Sale Order.

20. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Property, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing.

21. In accordance with Bankruptcy Code § 525, no governmental unit may revoke or suspend any permit or license relating to the operation of the Property sold to the Purchaser on account of the filing or pendency of this Chapter 11 Case or the consummation of the transaction contemplated by the Winning Bid Purchase Agreement.

Prohibition of Actions Against the Purchaser

22. Except as expressly provided for in this Sale Order or the Winning Bid Purchase Agreement, the Purchaser shall not have any liability or other obligation of the Debtor arising under or related to the Property. Except as otherwise permitted by the Winning Bid Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding claims and interests of any kind or nature whatsoever against or in the Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtor, the operation of the Debtor's business prior to the Closing, or the transfer of the Property to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against

the Purchaser, any of its affiliates, any of the foregoing's successors, assigns, or properties, or the Property, such persons' or entities' claims and interests in and to the Property, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Purchaser, any of its affiliates or any of the foregoing's successors, assigns, or properties, or the Property; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, any of its affiliates or any of the foregoing's successors, assigns, or properties, or the Property; (c) creating, perfecting, or enforcing any claims and interests against the Purchaser, any of its affiliates or any of the foregoing's successors, assigns, or properties, or the Property; (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser, any of its affiliates, or any of the foregoing's successors, assigns, or properties or the Property; (e) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Sale Order, other orders of the Court, or the Winning Bid Purchase Agreement or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate the Property. The Purchaser is hereby authorized, on behalf of the Debtor's creditors, to execute any Releasing Instruments or other documents and take all other actions as may be necessary to release any claims and interests in or on the Property, as provided for herein, as such claims and interests may have been recorded or may otherwise exist.

23. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and transfer the Property to the Purchaser in accordance with the terms of the Winning Bid Purchase Agreement and this Sale Order.

24. The Purchaser has provided substantial consideration under the Winning Bid Purchase Agreement for the benefit of the Debtor, its estate, and creditors. The consideration provided by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims and interests pursuant to this Sale Order, which releases shall be deemed to have been given in favor of the Purchaser by all holders of claims and interests against the Debtor or the Property. The consideration provided by the Purchaser for the Property under the Winning Bid Purchase Agreement is fair and reasonable, and accordingly, the Sale may not be avoided under Bankruptcy Code § 363(n).

Retention of Rights by Governmental Units

25. Nothing in this Sale Order or in the Winning Bid Purchase Agreement: (i) releases, nullifies, precludes or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that the Debtor may be subject to or any entity would be subject to as the owner, lessor, lessee, controller or operator of the property after the date of entry of this Sale Order, provided, however, Purchaser shall have no liability for any liability, penalties, damages, cost recovery, or injunctive relief that was caused by the Debtor or that is based on any theory of successor liability; or (ii) should be construed to give Purchaser any more or less protection against any governmental unit than it is otherwise entitled to under § 363(f) of the Bankruptcy Code. Nothing in this paragraph should be construed to create for any governmental unit any substantive right that does not already exist under law. Nothing contained in this Sale Order or Winning Bid Purchase Agreement shall in any way diminish the obligation of any entity, including the Debtor, to comply with environmental laws. Nothing in this Sale Order or the

Winning Bid Purchase Agreement authorizes the transfer to Purchaser of any licenses, permits, registrations, or governmental authorizations and approvals without Purchaser's compliance with all applicable legal requirements under non-bankruptcy law governing such transfers.

Other Provisions

26. This Sale Order, the Winning Bid Purchase Agreement, and all documents ancillary thereto shall be binding in all respects upon all of the Debtor's creditors and equity holders, all successors and assigns of the Debtor, and any affiliates and subsidiaries, any trustees, examiners, "responsible persons," or other fiduciaries appointed in this Chapter 11 Case or upon a conversion to a case under Chapter 7 of the Bankruptcy Code. The Winning Bid Purchase Agreement and any documents ancillary thereto shall not be subject to rejection or avoidance under any circumstances.

27. The transaction contemplated by the Winning Bid Purchase Agreement is undertaken by the Purchaser without collusion and in good faith, as that term is defined in Bankruptcy Code § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith purchaser within the meaning of Bankruptcy Code § 363(m) and, as such, is entitled to the full protections of Bankruptcy Code § 363(m).

28. In the event the Purchaser cannot consummate the Winning Bid Purchase Agreement when and as required by its terms, the Debtor may designate _____ (the "**Back-Up Bidder**") as the Purchaser and consummate the bid submitted by the Back-Up Bidder at the Auction without further order of this Court. Under such circumstances, and for all purposes of this Order, the Back-Up Bidder shall be determined

to be the Winning Bidder at the Auction, the Back-Up Bidder shall be the Purchaser, and the bid submitted by the Back-Up Bidder at the Auction and subsequently filed in this Chapter 11 Case [ECF No. ____] shall be the Winning Bid Purchase Agreement. Within two (2) business days of the Debtor designating the Back-Up Bidder as the Purchaser, the Debtor shall file a notice with this Court that the Back-Up Bidder has been designated as the Purchaser.

29. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) this Chapter 11 Case, (b) a subsequent Chapter 7 case into which this Chapter 11 Case may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Winning Bid Purchase Agreement or the terms of this Sale Order.

30. The failure to specifically include any particular provision of the Winning Bid Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Winning Bid Purchase Agreement be authorized and approved in its entirety. All of the provisions of this Sale Order are non-severable and mutually dependent.

31. The Debtor is authorized and directed, from the cash proceeds of the Sale received at Closing, to pay \$_____ to _____ on account of a Break-Up Fee, as defined in and authorized by, the Bidding Procedures Order, as amended by the Debtor on-the-record at the Sale Hearing.

32. Contemporaneously with the Closing of the Sale, the Debtor is authorized and directed to deposit the proceeds of the Sale according to the following terms:

- The Debtor will deposit the Purchase Price, less any item required by the Winning Bid Purchase Agreement to be paid at or after the Closing (the “**Sale Proceeds**”);

- The Debtor will use a segregated account at Hancock Whitney Bank (the “**Segregated Account**”), not subject to any setoff rights as may be asserted by Hancock Whitney Bank as to its existing claims, if any, for the sole purpose of holding the Sale Proceeds and any other funds ordered by the Court to be held in the Segregated Account; and
- The Debtor will not be permitted to use the Sale Proceeds in the Segregated Account for any purpose absent further order of this Court.

33. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Winning Bid Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and each ancillary document executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Property to the Purchaser, (b) interpret, implement, and enforce the provisions of this Sale Order, and (c) protect the Purchaser (including its successors and assigns) against any claims and interests in or against the Debtor or the Property of any kind or nature whatsoever.

34. This Sale Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(h), 7062, 9014, or otherwise. The Debtor and the Purchaser are authorized to close the Sale immediately upon entry of this Sale Order.

35. To the extent that this Sale Order is inconsistent with the Winning Bid Purchase Agreement (including all documents ancillary thereto) or any prior order or pleading with respect to the Motion in this Chapter 11 Case, the terms of this Sale Order shall govern.

New Orleans, Louisiana, _____, 2021.

MEREDITH S. GRABILL
U.S. BANKRUPTCY COURT