

**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	§	
	§	

**DEBTOR’S MOTION FOR ENTRY OF ORDERS:
(I) APPROVING BIDDING PROCEDURES AND STALKING HORSE PROTECTIONS,
AND (II) AUTHORIZING THE SALE OF IMMOVABLE PROPERTY**

A HEARING WILL BE CONDUCTED ON THIS MATTER ON JUNE 17, 2021, AT 1:30 P.M., BY TELEPHONE THROUGH THE DIAL-IN FOR SECTION A: 1-888-684-8852; ACCESS CODE: 9318283. IF YOU OBJECT TO THE RELIEF REQUESTED IN THIS PLEADING, YOU MUST RESPOND IN WRITING. UNLESS DIRECTED OTHERWISE BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT NO LATER THAN SEVEN (7) DAYS BEFORE THE HEARING DATE. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

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.

NOW INTO COURT, through undersigned counsel, comes The Roman Catholic Church of the Archdiocese of New Orleans, the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**Archdiocese**”), 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**”), who files this *Motion for Entry of Orders: (I) Approving Bidding Procedures and Stalking Horse Protections, and (II) Authorizing the Sale of Immovable Property* (the “**Motion**”). In support of this Motion, Debtor states as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The bases for the relief requested herein are §§ 105(a), 363(b), and 363(f) of the Bankruptcy Code, Rule 6004 of the Bankruptcy Rules, and Part X of the Complex Case Procedures.

Procedural Background

4. On May 1, 2020 (the “**Petition Date**”), the Archdiocese filed a voluntary petition for relief under the Bankruptcy Code (this “**Chapter 11 Case**”).
5. The Archdiocese remains in possession of its property and is managing its business as a debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.
6. The Official Committee of Unsecured Creditors (the “**Original Committee**” or “**Tort Committee**”) was appointed by the Office of the United States Trustee (the “**UST**”) on May

20, 2020 [ECF No. 94] and reconstituted on June 10, 2020 [ECF No. 151] and October 8, 2020 [ECF No. 478]. The Official Committee of Unsecured Commercial Creditors (the “**Commercial Committee**”) was appointed by the UST on March 5, 2021. [ECF Nos. 772 and 792].

Factual Background²

7. The Debtor is the title holder of certain immovable property (the “**Property**”) commonly known as 4119 St. Elizabeth Drive, Kenner, Louisiana, as legally described and set forth in the Draft Purchase Agreement.

8. Although the Debtor has not listed the Property for sale, the Debtor has been attempting to sell the Property for approximately two years because it is not currently being used. In connection with this process, on June 4, 2020, the Debtor filed its *Motion for Authority to Sell Immovable Property, Free and Clear of All Liens, Interests, and Encumbrances Pursuant to Section 363(b) and 363(f) of the Bankruptcy Code* [ECF No. 134] (the “**Original Sale Motion**”), seeking authority to sell the Property to Bryan G. Krantz in exchange for a cash purchase price of \$1.8 million. After discussions with the Tort Committee, the Debtor agreed to withdraw the Original Sale Motion and file this Motion, which proposes sale procedures pursuant to an auction process.

9. Based on current circumstances, and in the exercise of its business judgment, the Debtor has determined that a sale process will maximize the value of the Property for the Debtor’s estate. Reviewing the available options, the Debtor proposes the Bidding Procedures (as later defined herein) as a means to move the sale process forward, in a manner designed to achieve the best and highest possible recovery for the estate. The Debtor believes that the Bidding Procedures,

² Capitalized terms used but not defined in this Motion shall have the meaning ascribed to them in the Bidding Procedures. Further, in the event of any inconsistency between this Motion and the Bidding Procedures, the Bidding Procedures will prevail.

which contemplate the Debtor's consultation with Tort Committee and the Commercial Committee (collectively, the "**Committees**"), will result in a competitive bidding and auction process, thus enhancing the recovery to the Debtor's estate and its creditors.

Relief Requested

10. By this Motion, the Debtor seeks the entry of two orders relating to the proposed sale of the Property.

11. First, this Motion requests an order substantially in the form attached as **Exhibit 1** (the "**Bidding Procedures Order**") that approves (a) the bidding procedures in the form attached hereto as **Exhibit 2** (the "**Bidding Procedures**"), and (b) the Auction and Sale Notice, which is attached as **Exhibit 3**. The Bidding Procedures include an auction process, whereby bidders will be invited to participate and submit bids to purchase the Property.

12. Second, the Debtor seeks entry of an order substantially in the form attached as **Exhibit 4** (the "**Sale Order**"), under § 363 of the Bankruptcy Code, that (a) grants the Debtor authority to sell the Property in accordance with the results of the proposed Auction; (b) provides that such sale shall be free and clear of all liens, interests, and encumbrances, with such liens, interests, and encumbrances to be referred to the proceeds of such sale in their lawful rank and priority; (c) determines that the Winning Bidder is entitled to the protections of § 363(m) of the Bankruptcy Code; and (d) waives the 14-day stay pursuant to Bankruptcy Rule 6004(h).

13. The Debtor circulated a draft of this Motion to counsel for the Committees on May 26, 2021.

Proposed Sale and Bidding Procedures

14. The Debtor believes that it is in the best interests of the estate to pursue the sale of the Property under §§ 105 and 363 of the Bankruptcy Code. Exercising its business judgment, the

Debtor submits that conducting an auction in accordance with the Bidding Procedures (the “**Auction**”) will maximize the value of the Property to the estate. This section summarizes the key provisions of the Bidding Procedures.

A. Requirements to Participate in the Auction

15. The Bidding Procedures provide that only Qualified Bids will be considered at any Auction. A Qualified Bid is a bid that meets the following criteria (as more fully described in the Bidding Procedures):

- (a) is submitted in writing and received by the Bid Deadline;
- (b) is not materially more burdensome or conditional in its terms than the Draft Purchase Agreement, a copy of which is attached hereto as **Exhibit 5**;
- (c) is 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) constitutes a good faith, bona fide offer to purchase the Property in accordance with the terms of the Qualified Purchase Agreement;
- (e) identifies 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) is accompanied by a copy of the draft Sale Order marked to reflect changes thereto;
- (g) is 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) provides adequate information to demonstrate to the satisfaction of the Debtor that such Potential Bidder has the financial wherewithal and ability to consummate the Sale;
- (i) contains 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 as well as the Auction, the Sale Hearing, the Sale Order and/or the Closing;
- (j) contains 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) is not 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) remains irrevocable until forty-eight (48) hours after the conclusion of the Sale Hearing or such longer period of time if the Potential Bidder is selected as the Winning Bidder or Back-Up Bidder;
- (m) states 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; and
- (n) provides a commitment to close the transaction no later than July 30, 2021 (such being the "**Closing Deadline**").

16. The proposed deadline to submit bids (the "**Bid Deadline**") is July 2, 2021³ at 5:00 p.m. CST.

17. A bid that satisfies each of the requirements under the Bidding Procedures, as determined by the Debtor in its reasonable discretion, in consultation with the Committees, constitutes a Qualified Bid, and such bidder submitting such bid will be termed a Qualified Bidder.

³ The Bidding Procedures expressly permit the Debtor to extend certain dates and deadlines on the terms set forth therein.

No later than two business days prior to any Auction, the Debtor shall file and serve on all Potential Bidders a notice indicating which Bids, if any, have been designated as Qualified Bids.

B. Stalking-Horse Designation and Bidding Protections

18. To increase the competitive nature of the sale process, the Bidding Procedures provide that the Debtor, in its discretion, after consultation with the Committees, may designate an Opening Bid for the Auction and may agree that the Opening Bidder shall have stalking-horse status and protections, 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 bid (the "**Break-Up Fee**"). The Bidding Procedures provide that any Break-Up Fee, to the extent payable, shall only be paid from proceeds received by the Debtor at the closing of the sale of the Property (the "**Closing**").

19. The award of stalking-horse protection may occur without further notice or order of the Court, with the exception that in the event that a Stalking-Horse Bidder is designated, the Debtor shall file notice of that designation within 24 hours of such designation, and the matter will be announced at the Auction.

C. Auction

20. If the Debtor receives more than one Qualified Bid, the Debtor will conduct an Auction at the offices of Jones Walker, LLP, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170.⁴

⁴ The Bidding Procedures provide that the Debtor may choose to conduct the Auction by telephone or other electronic means.

21. The proposed date for the Auction, to the extent necessary, is July 8, 2021⁵ at 10:00 a.m. CST.

22. The Auction shall be governed by the following 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) 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;
- (e) 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;
- (f) 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);

⁵ As set forth in the Bidding Procedures, the Debtor may extend certain dates and deadlines on the terms set forth therein.

- (g) 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;
- (h) 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
- (i) 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.

D. Representations and Warranties

23. 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.

E. Acceptance of the Winning Bid, Designation of the Back-Up Bid, and the Closing Deadline

24. 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. The Winning Bidder and the Back-Up Bidder (to the extent that one is designated), shall both be required to immediately execute a definitive Qualified Bid conformed to the provisions of the Winning Bid and the Back-Up Bid, as applicable. The definitive agreement executed by (a) the Winning Bidder is defined as the “**Winning Bid Purchase Agreement**,” while the agreement executed by (b) the Back-Up Bidder is defined as the “**Back-Up Bid Purchase Agreement**.”

25. Upon the conclusion of the Auction, 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 thereafter be included in the definition of the “**Deposit**”).

26. 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 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 conditioned upon approval by the Court of the Winning Bid and (if applicable) the Back-Up Bid.

27. With respect to the Winning Bid, the Closing must occur no later than July 30, 2021 (the “**Closing Deadline**”). 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.

F. The Sale Hearing

28. As part of this Motion, the Debtor asks this Court to schedule a sale hearing (the “**Sale Hearing**”) for July 9, 2021 at 1:30 p.m. CST, or as soon thereafter as the parties may be heard. The Debtor will present the results of the Auction at the Sale Hearing, and the Court will be asked to find, among other things, that: (a) the Auction was conducted, and the Winning Bidder and the Back-Up Bidder were selected in accordance with the Bidding Procedures; (b) the Auction was fair in substance and procedure; (c) each of the Winning Bid and the Back-Up Bid was a Qualified Bid; (d) 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 (e) 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.

29. At the Sale Hearing, the Debtor shall ask the Court to enter an order approving the Winning Bid as part of the Sale Order.

30. The Debtor also will request, as a further provision in the Sale Order, that the Court authorize the Debtor to accept the Back-Up Bid as the Winning Bid and to consummate such bid if the Winning Bid is not consummated when and as required by its terms, all without further order of the 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. Further, 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 of time within which to close as set forth in the Back-Up Bid Purchase Agreement.

G. Return of Deposits

31. Finally, at the Closing, the Debtor will credit the Deposit of the Winning Bidder to the Purchase Price. If the Winning Bidder fails to close on or before the Closing Deadline, such Deposit shall be retained by the Debtor or returned to the Winning Bidder in accordance with the terms of the Winning Bid Purchase Agreement.

32. 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 Sale Hearing concludes.

Authority for Relief

33. The proposed Bidding Procedures are reasonable and necessary to effectuate the sale process and provide sufficient notice and opportunity to permit bidders to participate in the

Auction. Upon conclusion of the Auction, the Debtor believes that sufficient cause will exist to enter the Sale Order approving the proposed Sale to the Winning Bidder from the Auction.

A. The Proposed Sale Is Fair and Consistent with the Debtor's Reasonable Business Judgment.

34. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code further authorizes this Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

35. In determining whether to authorize a sale of property outside of the ordinary course of business, bankruptcy courts in the Fifth Circuit and elsewhere have required a sound business justification of the debtor-in-possession. *See, e.g., Institutional Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”); *In re Crutcher Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) (“A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale.”).

36. “Once the Debtor articulates a valid business justification, ‘[t]he business judgment rule is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.’” *In re Kabuto Ariz. Props., LLC*, No. 09-11282, 2009 Bankr. LEXIS 4961, *66 (Bankr. D. Ariz. Dec. 9, 2009) (quoting *In re S.N.A. Nut Co.*, 186 B.R. 98 (Bankr. N.D. Ill. 1995) (internal

citations omitted)); *see also In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) (“[A] presumption of reasonableness attaches to a debtor’s management decisions.”). The paramount goal in any proposed sale of property of the estate is to maximize value for the estate. *See Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564-65 (8th Cir. 1997); *In re Edwards*, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998).

37. Here, the Debtor has considered all available alternatives in connection with the Property and believes that the proposed Sale is supported by sound business reasons. As discussed above, the Debtor has been attempting to sell the Property for approximately two years and believes that the Property will decline in value if left in the Debtor’s possession. A prompt sale, therefore, is necessary to maximize the value of the Property for the benefit of the Debtor’s estate and its creditors. Additionally, as described in further detail below, any sale consummated pursuant to the Bidding Procedures will be negotiated at arm’s length and in the utmost good faith.

38. For these reasons, the Debtor submits that approval of the Sale is appropriate under § 363 of the Bankruptcy Code.

B. The Proposed Bidding Procedures are Reasonable and Necessary to Facilitate the Proposed Sale.

39. The Debtor believes that it is in the best interests of its estate and creditors to establish a process for soliciting potential bidders to participate in an auction. To this end, the Debtor seeks approval of the Bidding Procedures in order to promote active bidding from seriously interested parties and identify the best and highest offer for the Property. The Debtor believes that the Bidding Procedures will afford interested parties reasonable opportunities, consistent with the financial limitations of the Debtor, to evaluate whether to propose a Bid for the Property.

40. Bankruptcy Rule 6004(f) permits a debtor to sell property outside the ordinary course of business by private sale or by public auction. *See Fed. R. Bankr. P. 6004(f)(1)*. Courts

grant substantial deference to a debtor's business judgment when evaluating the procedures to be used in selling assets from the debtor's estate. *See, e.g., Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656-57 (S.D.N.Y. 1992) (noting that bidding procedures and break-up fee arrangements that have been negotiated by a debtor are to be reviewed according to the deferential "business judgment" standard, under which such procedures and arrangements are "presumptively valid"); *In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (same).

41. Courts uniformly recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received and therefore, are appropriate in the context of bankruptcy transactions. *See, e.g. Integrated Res.*, 147 B.R. at 659 (noting that such procedures "encourage bidding and to maximize the value of the debtor's assets"); *In re Fin. News Network, Inc.*, 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1991) ("[C]ourt-imposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for a[] fair and efficient resolution of bankrupt estates.").

42. In this case, the Debtor believes that an auction process will facilitate a sale to the highest and best bidder by exposing the Property to a broad group of financially capable bidders.

43. If the Bidding Procedures are approved, the Debtor will continue to solicit bids for the Property up through the Bid Deadline. The Bidding Procedures describe, among other things, the Property available for sale, the manner in which bidders and bids become "qualified," the coordination of diligence efforts among bidders and the Debtor, the receipt and qualification of Bids received, the procedures governing any Auction, and the selection and approval of any Winning Bidder. The Bidding Procedures were developed to be consistent with the Debtor's need to expedite the sale process and promote participation and active bidding.

44. The proposed Bidding Procedures are intended to allow the Debtor to conduct the Auction in a controlled, fair, and open fashion, encouraging participation by financially capable bidders who demonstrate the ability to close a transaction. The Debtor believes that the Bidding Procedures are: (a) sufficient to encourage bidding for the Property; (b) consistent with procedures approved by other bankruptcy courts; and (c) appropriate under the relevant standards governing auction proceedings and bidding incentives in bankruptcy proceedings. *See, e.g., In re La. Pellets, Inc.*, Case. No. 16-80162 (Bankr. W.D. La. Feb. 8, 2017) [ECF No. 596].

45. For the foregoing reasons, the Debtor believes that a sale accomplished through the proposed Auction and Bidding Procedures is the best option for maximizing the value of the Property for the benefit of the Debtor's estate and its creditors.

46. In connection with its request for approval of the Bidding Procedures, the Debtor also seeks authority to enter into and execute the Winning Bid Purchase Agreement. Courts routinely approve entry into asset purchase agreements. *See, e.g., In re Redwine Res., Inc.*, No. 10-34041, 2010 Bankr. LEXIS 6075, *29 (Bankr. N.D. Tex. Sept. 17, 2010). Such agreements are approved if they are an exercise of the debtor's sound business judgment. *See id.* In this case, the Debtor will introduce sufficient evidence at or prior to the Sale Hearing to establish that the Winning Bid Purchase Agreement was the subject of good-faith, arm's length negotiations between the Debtor and the Winning Bidder. The Debtor also will establish that the terms and conditions of the Winning Bid Purchase Agreement are the best that could be obtained under the circumstances and that entry into the Winning Bid Purchase Agreement is a sound exercise of the Debtor's business judgment.

C. The Proposed Stalking-Horse Protections are in the Best Interests of the Debtor's Estate.

47. The Bidding Procedures authorize the Debtor (in consultation with the Committees) to reach an agreement with a Qualified Bidder to become the Stalking-Horse Bidder. Under these circumstances, the Debtor expects that any potential Stalking-Horse Bidder may require certain bid protections. The Bidding Procedures permit the Debtor to negotiate and agree (in consultation with the Committees) to provide the Break-Up Fee (including an 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. The Debtor seeks to award such Stalking-Horse protections without further notice or order of the Court, with the exception that in the event that a Stalking-Horse Bidder is designated, the Debtor will file notice within 24 hours of such designation, and the matter will be announced at the Auction.

48. The Debtor believes that the Break-Up Fee is fair and reasonable and will benefit its estate by promoting a more robust Auction. As bankruptcy courts have long recognized, break-up fees are an important, and in many cases, a necessary component of sales:

Break-up fees are important tools to encourage bidding and to maximize the value of the debtor's assets In fact, because the . . . corporation ha[s] a duty to encourage bidding, break-up fees can be *necessary* to discharge [such] duties to maximize value.

In re Integrated Res., Inc., 147 B.R. at 659-60 (emphasis in original).

49. For bidding incentives to receive an administrative expense priority, the benefit derived in favor of a stalking horse is measured against a business judgment standard. *See Calpine Corp. v. O'Brien Env'tl. Energy, Inc. (In re O'Brien Env'tl. Energy, Inc.)*, 181 F.3d 527, 533 (3d Cir. 1999). In this vein, break-up fees are appropriate when they (a) promote "more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which

bidding would have been limited,” or (b) “induce a bidder to research the value of the debtor and convert that value to a dollar figure on which other bidders can rely.” *Id.* at 537.

50. Here, the Debtor believes that the Break-Up Fee is reasonable in relation to the size of the proposed Sale (i.e., 4% of the Purchase Price of the Property)⁶ and that it promotes competitive bidding by offering an incentive for a potential stalking-horse bidder to submit a higher and better bid than it might otherwise offer in the absence of such protections. Accordingly, the Debtor requests authorization to potentially award the Break-Up Fee, pursuant to the terms contained in the Bidding Procedures.

D. The Court May Approve the Sale Free and Clear of Any Claims, Liens, Interests, and Encumbrances.

51. The Debtor also requests that the Court approve the Sale free and clear of all claims, liens, interests, and encumbrances, pursuant to § 363(f) of the Bankruptcy Code, and order that any such claims, liens, interests, or encumbrances attach to the net sale proceeds of the Property, to the same extent and priority that existed prior to the Sale.

52. Section 363(f) of the Bankruptcy Code authorizes a sale of a debtor’s assets free and clear of claims, liens, interests, and encumbrances if:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or

⁶ Break-up fees of one to four percent of the purchase price are typical. *AgriProcessors, Inc. v. Fokkena (In re Tama Beef Packing, Inc.)*, 321 B.R. 496, 498 (B.A.P. 8th Cir. 2005).

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

53. A debtor need only satisfy one of the requirements set forth in § 363(f) to justify approval of a sale free and clear of liens and interests. *Mich. Empl. Sec. Comm’n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n. 24 (6th Cir. 1991) (“[T]he language of section 363(f) is in the disjunctive and the sale free and clear of the interest concerned can occur if any one of the conditions of section 363(f) have been met.”); *In re Nature Leisure Times, LLC*, No. 06-41357, 2007 Bankr. LEXIS 4333, *7 (Bankr. E.D. Tex. Dec. 19, 2007) (“The language of §363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in §363(f) are satisfied.”).

54. Further, a court may authorize the sale of a debtor’s assets free and clear of any interest in the property pursuant to § 105 of the Bankruptcy Code, even if § 363(f) does not apply. *See In re Trans World Airlines, Inc.*, No. 01-0056, 2001 Bankr. LEXIS 723, *9 (Bankr. D. Del. Mar. 27, 2001) (“[B]ankruptcy courts have long had the authority to authorize the sale of estate assets free and clear even in the absence of § 363(f).”); *see also Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (“Authority to conduct such sales [free and clear of any interest] is within the court’s equitable powers when necessary to carry out the provisions of Title 11.”). In evaluating such a sale, a court must balance the need for flexibility with the affected creditor’s concern for adequate protection. *In re Terrace Gardens Park P’ship*, 96 B.R. 707, 715 (Bankr. W.D. Tex. 1989).

55. In this case, the Debtor requests that the sale of the Property be free and clear of any claims, liens, interests, or encumbrances that may exist. The Debtor believes that one or more of the tests of § 363(f) is satisfied with respect to the transfer of the Property pursuant to a Winning

Bid Purchase Agreement. In any event, the Debtor submits that any lien, claim, interest, or encumbrance that exists on the Property will be adequately protected by attachment to the net proceeds of the Sale in the same priority that existed prior to the Sale, subject to any claims and defenses that the Debtor may possess with respect thereto.

56. Accordingly, the Debtor requests that the Sale be free and clear of all claims, liens, interests, and encumbrances, with such claims, liens, interests and encumbrances (if any) attaching to the proceeds of the Sale in their lawful rank and priority.

E. The Winning Bid Purchase Agreement Will Be Negotiated at Arm's Length and in Good Faith.

57. Finally, the terms of any Winning Bid Purchase Agreement will be negotiated at arm's length and in utmost good faith. The Debtor therefore requests that the Court determine at the Sale Hearing that the Winning Bidder enjoys the protections of a good-faith purchaser under § 363(m) of the Bankruptcy Code.

58. Section 363(m) of the Bankruptcy Code provides, in pertinent part:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

59. This section thus protects a purchaser of assets sold under § 363 from the risk of losing its interest in the purchased assets if the order authorizing the sale is reversed on appeal.

60. Here, the Debtor intends to submit sufficient evidence at or prior to the Sale Hearing to establish that Winning Bid Purchase Agreement was the product of extensive, arms-length negotiations between the Debtor and the Winning Bidder, who at all times acted in good faith.

Accordingly, this Court should grant the Winning Bidder the protections of a good-faith purchaser under § 363(m).

Waiver of Bankruptcy Rule 6004(h)

61. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.”

62. The Debtor requests that any order entered pursuant to this Motion authorizing the consummation of a transaction that is deemed a sale of property be effective immediately, thereby waiving the 14-day stay under Bankruptcy Rule 6004(h). Waiver of the stay period will allow the Debtor to close on the transaction as expeditiously as possible and within the timeframes contemplated by the Debtor and the Winning Bidder. The Debtor believes that such a waiver is necessary and appropriate to maximize value for the estate.

63. Accordingly, the Debtor hereby requests that the Court waive the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

64. Notice of this Motion is being provided to the parties identified in this Court’s *Ex Parte Order Authorizing the Debtor to Limit Notice and Establishing Notice Procedures* [ECF No. 22]. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

WHEREFORE, The Roman Catholic Church of the Archdiocese of New Orleans respectfully requests: (A) entry of an order in substantially the form of the Bidding Procedures Order attached hereto as **Exhibit 1**; (i) approving the Bidding Procedures attached as **Exhibit 2** and the Auction and Sale Notice attached as **Exhibit 3**; and (ii) scheduling the Sale Hearing for

July 9, 2021 at 1:30 p.m. CST, or as soon thereafter as the parties may be heard; (B) after the conclusion of the Sale Hearing, entry of an order in substantially the form of the Sale Order attached hereto as **Exhibit 4**, authorizing the sale of the Property under the Winning Bid Purchase Agreement (or Back-Up Bid Purchase Agreement, as applicable), free and clear of all liens, interests, and encumbrances, with such liens, interests, and encumbrances to be referred to the proceeds of such sale in their lawful rank and priority; and (C) such other relief to which the Debtor may be entitled at law or in equity.

Dated: May 27, 2021

Respectfully submitted,

/s/ Mark A. Mintz

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

[Certificate of Service Follows]

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Motion is being served (a) on May 27, 2021 by electronic case filing for those parties receiving notice via the Court's Electronic Case Filing system, and (b) by email or First Class U.S. Mail, postage prepaid, on all other parties requiring service under the Court's *Ex Parte Order Authorizing the Debtor to Limit Notice and Establishing Notice Procedures* [ECF No. 22], to be sent by Donlin Recano & Company, Inc. ("**DRC**"). DRC shall file a certificate of service to that effect once service is completed.

/s/ Mark A. Mintz
Mark A. Mintz

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 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. ____] (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 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);

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 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 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 Bidding Procedures (including the dates set forth therein, 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**”). 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 “**Sale Extension Notice**”). The Sale Extension Notice, if any, shall be served on all Potential Bidders.

3. 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.

4. The Bid Deadline is July 2, 2021³ 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: 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**").

5. The Debtor is authorized, in its discretion and after consultation with the Committees, to designate an Opening Bid for the Auction. In addition, 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,

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

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. In the event that a Stalking-Horse Bidder is designated, the Debtor shall file notice of that designation within 24 hours of such designation.

6. The Auction, if necessary, shall take place on July 8, 2021 at the offices of Jones Walker, LLP, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170, commencing at 10:00 am CST (the “**Auction**”).

7. The Sale Hearing, at which the Debtor shall seek approval of the Winning Bidder, shall be held telephonically on July 9, 2021 at 1:30 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.

8. The Debtor is authorized and empowered to 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

New Orleans, Louisiana, _____, 2021.

MEREDITH S. GRABILL
U.S. BANKRUPTCY COURT

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	§	
	§	

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

On May 1, 2021, 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.

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. **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 July 2, 2021² (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); (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); 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**”). 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

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

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 that such Potential Bidder has the financial wherewithal and ability to consummate the Sale;
- (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 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 July 30, 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, 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 July 8, 2021 as further described below.

9. **Auction.** If the Debtor receives more than one Qualified Bid, the Debtor shall conduct an auction on July 8, 2021 at the offices of Jones Walker, LLP, 201 St. Charles Avenue,

Suite 5100, New Orleans, LA 70170,³ 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 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 Court, with the exception that in the event that a Stalking-Horse Bidder is designated, the Debtor shall file notice of that designation within 24 hours of such designation, and the matter will be announced at the Auction.
- (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

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

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 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, 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 **July 9, 2021 at 1:30 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 July 8, 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, (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 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 (A) TO MODIFY THESE BIDDING PROCEDURES IN ANY MANNER, IN CONSULTATION WITH THE COMMITTEES, THAT WILL BEST PROMOTE THE**

GOALS OF THE BIDDING PROCESS, AND (B) TO IMPOSE, AT OR PRIOR TO THE AUCTION, ADDITIONAL CUSTOMARY TERMS AND CONDITIONS ON THE SALE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, MODIFYING THE REQUIREMENTS FOR A QUALIFIED BID, EXTENDING THE DEADLINES SET FORTH IN THESE BIDDING PROCEDURES, ADJOURNING THE AUCTION AT OR PRIOR TO THE AUCTION AND/OR ADJOURNING THE SALE HEARING PRIOR TO SUCH HEARING OR IN OPEN COURT WITHOUT FURTHER NOTICE, AND REJECTING ANY OR ALL QUALIFIED BIDS IF, IN THE DEBTOR'S REASONABLE, GOOD-FAITH BUSINESS JUDGMENT, FOLLOWING CONSULTATION WITH THE COMMITTEES, THE DEBTOR DETERMINES THAT SUCH QUALIFIED BID IS (I) INADEQUATE OR INSUFFICIENT, (II) NOT IN CONFORMITY WITH THE REQUIREMENTS OF THE BANKRUPTCY CODE OR ANY RELATED RULES OR THE TERMS SET FORTH HEREIN, OR (III) CONTRARY TO THE BEST INTERESTS OF THE DEBTOR. 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 CODE SEEKING TO APPROVE THE SALE.

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	§	
	§	

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. ____] (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 Property² 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 July 9, 2021 at 1:30 p.m. CST (the “**Sale Hearing**”).

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 Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Bidding Procedures.

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 July 2, 2021³ (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); (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); 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**"). 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

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

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 July 6, 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 July 8, 2021, as further described below.

PLEASE TAKE FURTHER NOTICE that, if necessary, the Debtor shall conduct an auction on July 8, 2021 at the offices of Jones Walker, LLP, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170,⁴ commencing at 10:00 a.m. CST (the “**Auction**”).

PLEASE TAKE FURTHER NOTICE that the Bidding Procedures allow for the Debtor to modify the Bidding Procedures (including the dates set forth therein, which include dates and times set forth in this Auction and Sale Notice) following consultation with the Committees. Notice of any such extensions shall be filed with the Court and shall specify each amended date that varies a date (or dates) in the Bidding Procedures (the “**Sale Extension Notice**”). The Sale Extension 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.

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

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.

PLEASE TAKE FURTHER NOTICE that a telephonic hearing will be held on **July 9, 2021 at 1:30 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 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 July 30, 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

R. PATRICK VANCE (#13008)

ELIZABETH J. FUTRELL (#05863)

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

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. ____] (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 June ___, 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

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.

Bidding Procedures Order, referred to herein as the “**Bidding Procedures**”) for the sale of the Property.

Pursuant to the Bidding Procedures Order and the Bidding Procedures, on July 8, 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 July 9, 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 July 8, 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, 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. 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.

33. 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.

34. 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

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE (this “Agreement”) is entered into as of the last day of execution by Seller and Buyer (the “Effective Date”), between **THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS**, a Louisiana non-profit corporation (“Seller”) and _____ (“Buyer”) who agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller, and Seller shall sell and convey to Buyer, that certain tract of land bearing the municipal address of **4119 St. Elizabeth Street, Kenner, Louisiana 70006** and being more particularly described on **Exhibit A** (the “Property”). Seller shall execute and deliver at Closing (as defined in **Section 4**) an Act of Cash Sale without any warranty of title or otherwise in the form as attached as **Exhibit B** (the “Cash Sale”) for the Property.
2. Purchase Price and Deposit.
 - a. Price. The purchase price for the Property to be conveyed to Buyer shall be _____ **& /100 Dollars (\$ _____ .)** (the “Purchase Price”), payable in immediately available funds by federal wire transfer at the Closing, subject to adjustments at Closing as provided in this Agreement.
 - b. Deposit. Contemporaneously with the execution and delivery of this Agreement to Seller, Buyer shall deliver by wire transfer **Fifty Thousand Dollars & 00/100 Dollars (\$50,000.00)** as a good faith deposit (the “Deposit”) to be held in trust by _____¹ (the “Escrow Agent”) pursuant to the terms set forth in **Addendum A**, attached hereto and made a part hereof. The Deposit shall be held in trust in a non-interest bearing account by the Escrow Agent subject to provisions of this Agreement including **Sections 3, 7, 9 and 13**, and the Deposit shall be fully earned and non-refundable upon the execution of this Agreement (except as otherwise expressly provided in such sections of this Agreement) but shall be applied to the Purchase Price if the Closing occurs.
3. Release of Deposit.
 - a. Except in connection with the Closing, to obtain a payment/refund of the Deposit, a party (the “Requesting Party”) shall give to Escrow Agent and the other party a notice in accordance with **Section 19** that the Requesting Party is entitled to a payment/refund of the Deposit. Within five (5) Business days (as defined in **Section 28** below) of Escrow Agent’s receipt of the Requesting Party’s notice, Escrow Agent shall provide a copy of such notice to the other party in accordance with **Section 19**.
 - i. If Escrow Agent does not receive a notice from the other party within five (5) Business days after Escrow Agent has delivered the Requesting Party’s notice to the other party, then Escrow Agent shall pay/refund the Deposit to the Requesting Party.

¹ **NOTE TO DRAFT:** Insert name of Buyer’s approved title agent.

- ii. If within five (5) Business days after Escrow Agent has delivered the Requesting Party's notice to the other party, Escrow Agent receives a statement from the other party that the Requesting Party is not entitled thereto pursuant to the provisions of this Agreement, and directing Escrow Agent not to pay/refund the Deposit to the Requesting Party, then Escrow Agent shall not deliver the Deposit to the Requesting Party and, at Escrow Agent's option, Escrow Agent will be entitled to file an interpleader (concursum) action in any court of competent jurisdiction in accordance with Section 1(c) of **Addendum A**.
4. **Closing.** Subject to the terms and conditions herein provided, the closing (the "**Closing**") of this transaction shall take place on July 30, 2021 (the "**Closing Deadline**") or an earlier date as agreed upon by the parties. The Closing shall occur in escrow, by mail at the offices of the Escrow Agent or at such other location mutually agreed to by the parties.
5. **Title.** Prior to the Effective Date, Buyer had the opportunity to obtain at its expense a standard form ALTA Owner's Title Commitment for title insurance issued by the Escrow Agent as agent for First American Title Insurance Company of Louisiana, Fidelity Title Insurance or Chicago Title Insurance Company (the "**Commitment**") and a survey (the "**Survey**") of the Property. Buyer represents and warrants that it has no objections to matters revealed in the Commitment and/or the Survey.

Buyer acknowledges the following restrictions on the Property, which to the fullest extent allowed by law shall run with the land and be binding on Buyer and any future owners: "The Property shall not be used for the following uses or purposes: 1. An abortion clinic or medical-service-type facility that includes the provision of abortion services or counseling that promotes and/or encourages individuals to obtain abortions; or 2. A counseling service that includes as part of its options and/or recommendation to clients the consideration of abortion as an alternative to carrying a pregnancy through birth; or 3. An organization that advocates, in any manner, abortion or right of free choice of an individual to elect abortion." Buyer also acknowledges that the Property is subject to the following restrictions: 1. Non-industrial or commercial; 2. Non-institutional, such as a school or community college; and 3. Single residence only.

It is understood and agreed by the Buyer and the Seller that nothing in this Agreement shall obligate the Seller to incur any expense or to bring any action to clear any title defects or to render the title to the Property merchantable. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property and any liens or other encumbrances affecting the Property, Buyer acknowledges and agrees it is relying upon its title insurance policy in lieu of any title warranty from Seller. The provisions of this paragraph shall survive Closing or termination of this Agreement.

From and after the Effective Date, Seller shall not convey, mortgage or encumber the Property.

6. **Due Diligence.** Prior to the Effective Date, Buyer examined, inspected and investigated the Property, applicable ordinances and such other facts and information as Buyer may wish to examine, to determine whether the Property is acceptable to Buyer. Prior to the Effective Date, Buyer reviewed and investigated the title to the Property, pursued all surveying and other

engineering and environmental tests and studies, as well as legal due diligence subject at all times to **Section 9**. Buyer is satisfied with the results of its investigation.

7. Condemnation and Risk of Loss.

- a. Condemnation. If, prior to the Closing, the Property (or any material and substantial part thereof) shall be condemned or shall be made the subject of a condemnation proceeding or shall be damaged by reason of public or quasi-public improvements (any such condemnation, condemnation proceeding or damage resulting from public improvements being hereinafter referred to as a "Condemnation"), then Seller shall notify Buyer in writing of the Condemnation. Buyer shall elect within ten (10) Business days of receipt of written notice of the Condemnation from Seller to either: (i) terminate this Agreement, in which event neither party shall have any liability whatsoever to the other except as expressly provided in this Agreement and the Deposit made by Buyer shall be returned to Buyer and Buyer shall not be entitled to any award and the escrow shall be canceled; or (ii) continue without an abatement in the Purchase Price, in which event Seller shall assign to Buyer at Closing all its right and interest in and to any Condemnation award arising therefrom relating to the Property, and this transaction shall be closed in the same manner as if no such Condemnation had occurred.
- b. Risk of Loss. If, prior to Closing, material and substantial damage or injury occurs to the Property by fire, storm, accident or any other casualty or cause (a "Casualty"), Seller shall have no obligation to restore the Property. If a Casualty occurs, Seller shall notify Buyer in writing of the Casualty, and Buyer shall elect within ten (10) Business days of receipt of written notice of the Casualty from Seller to either: (i) terminate this Agreement, in which event neither party shall have any liability whatsoever to the other except as expressly provided in this Agreement, and the Deposit made by Buyer shall be returned to Buyer and Buyer shall not be entitled to any award and the escrow shall be canceled; or (ii) continue without an abatement in the Purchase Price and without any assignment to any insurance claims or proceeds arising therefrom relating to the Property, and this transaction shall be closed in the same manner as if no such Casualty had occurred.

8. Representations and Warranties of Seller and Buyer; Approval by Bankruptcy Court.

- a. Seller. Seller makes the following representations and warranties to Buyer, each of which are true, accurate and complete and not misleading in any material respect as of the Effective Date and shall be deemed to be repeated at and as of the Closing and shall be true, accurate and complete and not misleading in any material respect as of, but shall not survive, the Closing and agrees with Buyer as follows:
 - i. Seller is a non-profit corporation, validly existing and in good standing under the laws of the State of Louisiana.
 - ii. Seller has the power to own its property and assets and carry on its business in the State of Louisiana.

- iii. Seller is a debtor-in-possession in proceedings commenced under Chapter 11 of the Bankruptcy Code, Case No. 20-10846 of the United States Bankruptcy Court for the Eastern District of Louisiana entitled *In re: The Roman Catholic Church of the Archdiocese of New Orleans*. Buyer herein acknowledges and agrees that this Agreement and any and all obligations of Seller are and shall be subject to approval of the Bankruptcy Court having jurisdiction in the Bankruptcy proceeding and that the Act of Sale shall be passed only upon issuance of an Order authorizing sale of the Property after all appropriate procedures have been followed, including but not limited to, provision of notice to all creditors and parties in interest. If the Order or any other orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (as defined in Section 101(41) of the Bankruptcy Code) or petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto, Seller may terminate this Agreement in which event neither party shall have any liability whatsoever to the other except as expressly provided in this Agreement, and the Deposit made by Buyer shall be returned to Buyer.
- b. Buyer. Buyer makes the following representations and warranties to Seller, each of which are true, accurate and complete and not misleading in any material respect as of the Effective Date and shall be deemed to be repeated at and as of the Closing and shall be true, accurate and complete and not misleading in any material respect as of, but shall not survive, the Closing, and agrees with Seller as follows:
 - i. Buyer is a _____, validly existing and in good standing under the laws the State of Louisiana. Buyer has the power to own its property and assets and carry on its business in the State of Louisiana.
 - ii. The execution of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Buyer's organizational documents and constitute the binding obligation of Buyer.
- 9. Access to Property Prior to Closing. Seller may in its sole and absolute discretion grant to Buyer from time to time, and persons designated by the Buyer, the right, upon advance written notice to Seller, to enter upon the Property from time to time during ordinary business hours solely for the purpose of making the studies, and/or inspections described above. Seller, at its option, may have one of its representatives accompany Buyer on its entries and inspections. The Buyer shall hold Seller harmless and shall defend and indemnify them from all costs, damage, outlay and expense occasioned by Buyer exercising any right of entry granted by Seller. This **Section 9** shall survive the Closing and/or termination of this Agreement.
 - a. Buyer agrees to provide a certificate of insurance from Buyer and its environmental consultant, naming Seller as additional insured thereon acceptable to Seller, evidencing insurance coverage of Buyer and any of its contractors, including its environmental consultant, prior to entering the Property for the inspections.

- b. In no event shall Buyer conduct invasive testing. Buyer shall provide to Seller copies of all written reports, tests and inspections contemporaneously with delivery of such reports, tests and inspections to Buyer. Buyer shall keep confidential any information coming into Buyer's possession as a result of activities performed under this **Section 9**.
10. Deliveries by Seller at Closing. Seller shall cause the following to be delivered to Buyer at or prior to the Closing: (i) the Cash Sale; (ii) non-foreign affidavit; (iii) seller's/owner's affidavit in a form acceptable to Seller and its counsel without any indemnity; and (iv) such other and further documents as may be reasonably required by the terms of this Agreement or as may be reasonably necessary or incidental to consummating the transaction contemplated hereby.
11. Deliveries by Buyer at Closing. Buyer shall cause the following to be delivered to Seller at or prior to the Closing: (i) the Cash Sale; (ii) Federal wire funds transfer for the Purchase Price, subject to adjustments at Closing as herein provided; (iii) resolutions of Buyer authorizing the transactions contemplated by this Agreement; and (iv) such other and further documents as may be reasonably required by the terms of this Agreement or as may be reasonably necessary or incidental to consummating the transaction contemplated hereby.
12. Escrow/Closing Instructions. Buyer and Seller acknowledge that the Closing will be consummated in escrow pursuant to the following instructions (the "Escrow Instructions"):
- a. At Closing, Seller shall cause the items set forth in **Section 10** to be delivered to Escrow Agent, and Buyer shall cause the items set forth in **Section 11** to be delivered to Escrow Agent.
 - b. Upon Closing, Escrow Agent shall: (i) cause the Cash Sale and any other recordable documents to be recorded; (ii) disburse to Seller, or to such person as Seller may direct, all funds, less the items chargeable to Seller, deposited with Escrow Agent; and (iii) distribute the Closing documents to Seller and Buyer, as the case may be.
 - c. These Escrow Instructions may, from time to time, be modified by mutual agreement of Seller, Buyer, and Escrow Agent to effectuate the terms and conditions of this Agreement.
13. Default. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing does not occur due to the fault of Buyer, Seller may at its option, (i) retain the Deposit as liquidated damages, and this Agreement shall be canceled, and neither party shall have any further rights against the other, or (ii) demand specific performance and/or damages which includes reasonable attorneys' fees. In the event of a default by Buyer under this Agreement, Buyer hereby waives tender of a deed by Seller. If Seller defaults in the performance of any of its obligations hereunder within the time stipulated herein, Buyer shall, after written notice to Seller and five (5) Business days to cure same, have the right to (i) terminate this Agreement by written notice thereof to Seller and receive the return of its Deposit, or (ii) proceed with this Agreement and take the Property as is. No delay or omission in the exercise of any right or remedy accruing to either party under this Agreement shall impair any such right or remedy or be construed as a waiver of any such breach previously or subsequently occurring. The waiver of

any condition, term or covenant or any subsequent breach thereof by either party shall not be deemed a waiver of any other term, covenant or condition contained in this Agreement by either party.

14. Condition of Property. Buyer acknowledges and agrees that neither Seller nor any agent or representatives of Seller have made, and Seller is not liable or responsible for, or bound in any manner by, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Property or any part thereof, the title and physical or environmental condition thereof, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof or any other matter or thing whatsoever with respect thereto. Buyer has conducted and is relying exclusively on its own inspections of the Property. Seller's delivery of surveys, title reports, inspections, plans, specifications or other information shall not constitute a representation that such information is current, correct or complete. It is the responsibility of Buyer, at Buyer's expense, to satisfy itself as to the condition of the Property, including, without limitation, the environmental condition of the Property. Without limiting the foregoing, Buyer acknowledges and agrees that Seller is not liable or responsible for or bound in any manner by (and Buyer has no relief upon) any oral or written or supplied guarantees, statements, information or inducements pertaining to the Property or any part thereof, or the condition of the Property, including, without limitation, the physical or environmental condition of the Property or the operations of the Property and any other information respecting same furnished by or obtained from Seller or any agent or representative of Seller. All conditions of the Property shall be the responsibility of Buyer. Buyer shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations. Buyer agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on the Property be required, insofar as Seller and Buyer are concerned, Seller shall not have any responsibility for such cleanup, removal or remediation. Without limiting the foregoing, Buyer acknowledges and agrees that Buyer is purchasing the Property as of the Closing in its then "**AS IS**" and "**WHERE IS**" condition, with such waiver of condition as more particularly set forth in the Cash Sale. This **Section 14** shall survive Closing or the termination of this Agreement.

15. Adjustments.

- a. Real estate taxes, water charges, sewer charges, charges under any recorded and unrecorded documents and other similar charges shall be adjusted, apportioned and pro-rated as of the Closing. If the amount of the current taxes is not then ascertainable, the adjustment thereof shall be on the basis of the amount of the most recent ascertainable taxes, which shall be final.
- b. Buyer shall be responsible for all recording costs, its title and survey costs, fees of the Escrow Agent, Buyer's own wire fees, and its own attorney's fees. Seller shall be responsible for costs and fees to have any mortgages, liens or encumbrances cancelled/released from the public records, Seller's own wire fees and its own attorney's

fees.

16. Sophistication of the Parties. Each party acknowledges and agrees that it has consulted legal counsel in connection with the negotiation of this Agreement and that it has bargaining power equal to that of the other party in connection with the negotiation and execution of this Agreement. Accordingly, the parties hereto agree that the rule of contract construction to the effect that an agreement shall be construed against the draftsman shall have no application in the construction or interpretation of this Agreement.
17. Brokers. Seller shall pay a real estate broker's commission to _____ ("Buyer's Broker") at Closing, if the Closing occurs, in an amount equal to One and 1/3 percent (1.3333%) of the Purchase Price. The commission shall be earned and payable only at Closing and upon receipt by Seller of the Purchase Price. Each party represents and warrants to the other that it dealt with no broker or other person entitled to claim fees for such services in connection with the negotiation, execution and delivery of this Agreement, except the Buyer's Broker. Seller and Buyer shall indemnify, defend, and hold the other harmless against any and all claims, damages, loss, cost or expense, including attorneys' fees, or other liability of any nature incurred by reason of the breach by such party of any warranty or representation contained in this provision. The provisions of this **Section 17** shall survive Closing or the termination of this Agreement.
18. Assignment. This Agreement may not be assigned, transferred, or conveyed (in whole or in part) by Buyer without the prior consent of Seller. Notwithstanding any assignment by Buyer, Buyer shall remain liable for all obligations contained in this Agreement.
19. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if hand delivered or delivered by courier service or national overnight delivery service such as FedEx as follows:

If to Seller, to:

THE ROMAN CATHOLIC CHURCH OF
THE ARCHDIOCESE OF NEW ORLEANS
Attn: Elizabeth LaCombe
1000 Howard Ave., Ste. 107
New Orleans, LA 70125
Telephone: (504) 596-3072

with a copy to:

Mark A. Mintz
Jones Walker LLP
201 St. Charles Avenue, 51st Floor
New Orleans, LA 70170
Direct Dial: (504) 582-8368

If to Buyer to:

with a copy to:

If to Escrow Agent, to:

or to such other addresses as shall be furnished in writing by either party to the other in accordance with this **Section 19**. Any notice or other communication delivered or sent in accordance with this **Section 19** shall be deemed to have been delivered on the day of delivery or the date of rejection. Notices may be given by either party's attorney on such party's behalf.

20. Attorneys' Fees. If either party shall bring an action or proceeding (including any cross-complaint, counterclaim or third party suit) against the other party by reason of the breach or alleged breach of any covenant, term or obligation hereof, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees.
21. Recording. This Agreement shall not be recorded in the public records, and if Buyer shall record this Agreement or cause or permit the same to be recorded, Seller may, at its option, elect to treat such act as a breach of this Agreement.
22. Entire Agreement; Exhibits; Amendment. This Agreement and any exhibits attached hereto shall constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersede all prior and contemporaneous negotiations, agreements, representations, and understandings of the parties. The Exhibits referred to in this Agreement are deemed to be annexed to this Agreement and made a part hereof as though set forth in the body of the Agreement. No modification or amendment of this Agreement shall be binding unless executed in writing by both parties.
23. Time of the Essence. Time is of the essence with respect to Buyer's obligations and elections contained in this Agreement
24. Survival of Contract Terms. Unless specifically stated to the contrary, all terms and conditions of this entire Agreement which do not by the terms of this Agreement expressly survive Closing and the transfer of title shall be null and void and of no further force and effect upon the Closing.
25. Binding Effect. This Agreement shall be binding upon and inured to the benefit of the Seller, its successors and assigns, and Buyer and its permitted successors and assigns.
26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. Execution of a faxed or electronic copy of this Agreement shall be deemed an original.

27. Reports and Escrow Fees. In any case where Buyer has the right to elect to terminate this Agreement, it shall be a condition precedent to any such termination and return of the Deposit that Buyer deliver (i) to Seller, free and clear of all liens all title commitments, surveys, inspections, tests, audits, studies, reports and other information relating to the Property, procured by Buyer or in Buyer's possession and (ii) to Escrow Agent all fees (at its standard rates) and third party charges incurred in connection with this transaction.
28. Computation of Periods. If the final day of any period of time in any provision of this Agreement falls upon a Saturday, Sunday or a holiday observed by federally insured banks in Louisiana or by the United States Postal Service (any of the foregoing, a "Holiday"), then, the time of such period shall be extended to the next day which is not a Saturday, Sunday or Holiday. "Business days" are all days other than Saturday, Sunday and any Holiday. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or Holiday in which event the period shall run until the end of the next Business day.
29. Confidentiality. Buyer acknowledges and agrees that any documents and information (including this Agreement) (collectively called the "Confidential Information") provided by Seller are confidential and/or proprietary in nature. All the Confidential Information shall be kept confidential by Buyer and its potential investors, potential lenders and its attorneys and shall not, be disclosed by Buyer, Buyer's potential investors, potential lenders or its attorneys, in any manner whatsoever, in whole or in part, and shall not be used other than in connection with the transactions contemplated hereby. The Confidential Information shall not be revealed by Buyer other than potential investors, potential lenders and its attorneys who have a specific need to know same in connection with said transactions; provided, however, that all such persons and/or entities shall be expressly informed by Buyer of the confidential and proprietary nature of the Confidential Information and shall agree to act and to hold same in confidence strictly in accordance with this **Section 29**.

If the Closing does not occur for any reason whatsoever, Buyer shall promptly return to Seller all originals and copies of the Confidential Information, and a duly authorized officer of Buyer shall certify to Seller in form and content acceptable to Seller, that all of the Confidential Information has been returned or delivered to Seller, and Buyer shall not use and/or disclose to any third party all or any portion of the Confidential Information or materials without the express prior written approval in each instance by a duly authorized representative of Seller. The obligations of Buyer under this **Section 29** shall survive the termination of this Agreement.

30. Miscellaneous. This Agreement shall be construed and interpreted and the rights of the parties determined and enforced in accordance with the laws of the State of Louisiana. The headings for the various Sections of this Agreement are used only as a matter of convenience for reference and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf by an officer thereunto duly authorized as of the Effective Date.

SELLER:

**THE ROMAN CATHOLIC CHURCH OF
THE ARCHDIOCESE OF NEW ORLEANS,**
a Louisiana non-profit corporation

By: _____
Name: _____
Title: _____
Date: _____, 2021

BUYER:

By: _____
Name: _____
Title: _____
Date: _____, 2021

ADDENDUM A
TO AGREEMENT FOR SALE OF REAL ESTATE
BY AND BETWEEN
THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS,
AS SELLER,
AND
_____, **AS BUYER**

ESCROW TERMS

1. Escrow Agent.

- a. Seller and Buyer acknowledge that the selection of Escrow Agent was not imposed upon any of them, and was voluntarily chosen by them as a matter of mutual agreement.
- b. In performing any duties hereunder with respect to the Deposit, the Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, except arising solely by reason of its gross negligence or willful misconduct, and it shall accordingly not incur any such liability with respect to any action taken or omitted in reliance upon any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. Buyer hereby agrees to indemnify, defend, release and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including actual and reasonable costs of investigation and actual and reasonable counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof, excepting however, losses, claims, damages, liabilities or expenses arising solely as a result of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be under no duty (i) to interpret this Agreement or any related agreement, or (ii) to investigate or inquire as to the validity or accuracy of any document, agreement, instruction or request furnished to it hereunder believed by it to be genuine, and the Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction or request. The Escrow Agent shall in no way be responsible for notifying, nor shall it be its duty to notify, any party hereto or any other party interested in this Agreement of any payment required or maturity occurring under this Agreement. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement or the related documents, or to appear in, prosecute or defend any such legal action or proceeding. The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to this Agreement without determination by the Escrow Agent of such court's jurisdiction in the matter. If the Escrow Agent complies with any order,

judgment or determination of a court of proper jurisdiction, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

- c. In the event of a dispute between Seller and Buyer, and upon written notice to Escrow Agent in accordance with **Section 19** of the Agreement of such dispute, Escrow Agent shall refrain from taking any action until it shall be given a joint direction in writing by Seller and Buyer which resolves the dispute to the satisfaction of Escrow Agent or until the dispute has been resolved by a final and non-appealable judgment, order or determination by any court of competent jurisdiction, or, at the Escrow Agent's option, the Escrow Agent may deposit into the registry of the Civil District Court in Orleans Parish, Louisiana, all money in its hands under this Agreement in a concursus proceeding and have Seller and Buyer cited to appear and prove their entitlement to such money, and thereupon be discharged from all further duties and liabilities under this Agreement, except for any liabilities arising solely as a result of Escrow Agent's gross negligence or willful misconduct. The parties hereto further agree that Escrow Agent shall not be liable for failure of the bank into which the Deposit is deposited. The provisions of this **Section 1(c)** shall survive the termination of the Agreement.
2. Resignation of the Escrow Agent; Appointment of Successor. The Escrow Agent, or any successor to it hereafter appointed, may at any time resign by giving notice in writing to the parties and shall be discharged from its duties hereunder upon the appointment of a successor Escrow Agent as hereinafter provided, or upon the expiration of thirty (30) days after such notice is given. If, prior to the Escrow Agent's resignation date, the parties have not jointly appointed a successor escrow agent or jointly instructed the Escrow Agent to deliver or return the Deposit in accordance with this **Section 2**, the Escrow Agent may (but shall not be required to), on or after such resignation date, appoint a reputable successor escrow agent. Any such appointment shall be binding upon the parties, and the Escrow Agent shall be entitled to deliver the Deposit to the successor escrow agent so appointed, at which such time the Escrow Agent's obligations hereunder shall terminate, subject to the payment of any fees, costs, expenses or indemnity amounts owing to the Escrow Agent.

EXHIBIT A
TO AGREEMENT FOR SALE OF REAL ESTATE
BY AND BETWEEN
THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS,
AS SELLER,
AND
_____, **AS BUYER**

PROPERTY DESCRIPTION

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, in the Parish of Jefferson, City of Kenner, forming a portion of Section 2, Township 12 South, Range 9 East, in that part thereof known as Seton Parc Subdivision, and shown on a plan by J. J. Krebs & Sons, Inc., dated May 20, 1983, a copy of which is attached to and made a part of Ordinance No. 3449, recorded in COB 1048, folio 91, as amended and corrected by Ordinance No. 3611, recorded in COB 1055, folio 387, and according to which said piece or portion of ground is designated as Parcel A, and is located and measures as follows, to-wit:

Commencing at the intersection of the northerly right of way line of Vintage Drive and the westerly right of way line of Platt Street, measure thence N 03°46'03" E a distance of 600 feet to a point; measure thence N 86°06'21" W a distance of 995.10 feet to a point; thence N 00°10'05" E a distance of 821.15 feet to a point, being the point of beginning; thence continue N 00°10'05" E a distance of 619.37 feet to a point; thence go S 86°13'57" E a distance of 500.53 feet to a point on St. Ann Drive; thence go along St. Ann Drive S 03°46'03" W a distance of 120 feet to a point on S. St. Ann Drive; thence go along S. St. Ann Drive S 86°13'57" E a distance of 290.00 feet to a point on St. Elizabeth Drive; thence go along St. Elizabeth Drive S 03°46'03" W a distance of 318.16 feet to a point on N. St. Blase Drive; thence go along N. St. Blase Drive N 86°13'57" W a distance of 290 feet to a point on St. Blase Drive; thence go along St. Blase Drive S 03°46'03" W a distance of 180 feet to a point; thence go N 86°13'57" W a distance of 461.65 feet to a point, being the point of beginning. And according to a recent survey by J.J. Krebs & Sons, Inc., Surveyors, dated July 5, 1983, the above property has the same designation, location, and measurements.

Being a portion of the same property acquired by J & R Investments, Inc., from Ruth U. Fertel and James H. Queyrouze, by act before Max Nathan, Notary Public, dated March 23, 1979, and registered in COB 952, folio 802.

Also being a portion of the same property re-acquired by J & R Investments, Inc. from Dixie Federal Savings & Loan Association by act before Clayton J. Borne, III, Notary Public, dated April 2, 1981, and registered in COB 1001, folio 603.

This sale is made and accepted subject to a 10 foot servitude along the western line of the property in favor of Louisiana Power and Light as shown on the plan of subdivision by J.J. Krebs & Sons, Inc., Surveyors, dated May 20, 1983.

This sale is made and accepted subject to that sale of all minerals to Pelto Oil Company dated May 3, 1971, and registered in MLB 29, folio 551 of the Parish of Jefferson.





ACT OF CASH SALE	*	UNITED STATES OF AMERICA
BY	*	STATE OF LOUISIANA
THE ROMAN CATHOLIC CHURCH OF	*	COUNTY/PARISH OF _____
THE ARCHDIOCESE OF NEW ORLEANS	*	
TO	*	
_____	*	UNITED STATES OF AMERICA
	*	STATE OF LOUISIANA
	*	PARISH OF _____

BE IT KNOWN, that on the dates hereinafter set forth, but effective as of _____, **2021**, before the undersigned notaries public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS, a Louisiana non-profit corporation (EIN xx-xxxx_____) (“Transferor”), having its principal place of business at 7887 Walmsley Ave., New Orleans, LA 70125, represented herein by and appearing through its undersigned representative, duly authorized hereto pursuant to an order [DESCRIBE ORDER], a certified copy of which is attached hereto; and

_____, a Louisiana _____ (EIN No. xx-xxx_____) (“Transferee”), having its principal place of business at _____, represented herein by and appearing through its undersigned representative, duly authorized hereto pursuant to a _____ of said _____, an original or certified copy of which is attached hereto

who declare that Transferor does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, **without warranty of title or any other warranties whatsoever and without recourse**, not even for the return of the purchase price, but with full substitution and subrogation in and to all rights and actions of warranty Transferor has or may have against all preceding owners and vendors, and subject to all restrictions, encroachments, servitudes and rights of way to Transferee, here present and accepting for Transferee, its successors and assigns and acknowledging due delivery and possession thereof, all and singular, the following described property:

[INSERT LEGAL DESCRIPTION]

together with all buildings, improvements, components, and construction thereon, if any, and all rights, ways, servitudes, privileges, and interest appurtenant thereto (collectively, the “Property”).

This Act of Cash Sale (the “Act of Sale”) is made subject to any and all existing agreements, leases, servitudes, easements, rights-of-way, deed restrictions, and encroachments burdening the Property whether or not shown on a survey (the “Permitted Encumbrance”).

TO HAVE AND TO HOLD the above-described Property unto Transferee, its successors and assigns forever.

As a material and integral consideration for the execution of this Act of Sale by Transferor, Transferee acknowledges that the Property is sold “AS IS, WHERE IS” and hereby disclaims (i) any warranty (whether express or implied, or arising by operation of law, whether in the nature of an implied warranty or fitness or merchantability) guaranty or representation, oral or written, concerning the nature and condition of the Property, including the suitability thereof for any and all activities and uses the Transferee may elect to conduct thereon, and (ii) the compliance of the Property or its operations with any laws, ordinances or regulations of any government or other body. Transferee further waives and releases Transferor from any and all claims or causes of action to which Transferee may have, or hereafter may be otherwise entitled, based on vices or defects in the Property, or any improvements or component parts thereof, including, without limitation, the presence of reactive (or Chinese) drywall or similar products or substances, whether in the nature of redhibition pursuant to Louisiana Civil Code Article 2520, et. seq., for diminution of the purchase price pursuant to Louisiana Civil Code Article 2541 et. seq., breach of warranty, concealment, or any other theory of law. The Transferee further assumes the risk of all vices and defects in the Property, and all improvements and component parts thereof (including but not limited to Permitted Encumbrances), whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Transferee from making this purchase.

Transferee further acknowledges that Transferee and any agents of its choosing (a) had ample opportunity to fully inspect the Property, including but not limited to the environmental condition of the Property; (b) have inspected the Property to the extent Transferee has deemed necessary; (c) has had ample opportunity to survey the Property and to examine title to the Property including, but not limited to the Permitted Encumbrances and (d) does hereby purchase the Property in its present condition and subject to any physical encroachments on the Property and any physical encroachments onto adjacent property by improvements located on the Property as to property adjacent to the Property.

Transferee further waives, releases and indemnifies Transferor from any and all claims and agrees to hold harmless, defend and indemnify Transferor from and against any demands, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees, court costs, consultant’s fees, remediation, clean up or other response costs) of any and every kind or character, known or unknown, fixed or contingent under the Resource Conservation and Recovery Act, as now existing or hereafter amended, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C. §§ 5101 et seq.; the Clean Water Act, as now existing or hereafter amended, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, as now existing or hereafter amended, 15 U.S.C. §§ 2601 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations relating to the environment or otherwise as they now exist or may subsequently be modified, supplemented or amended. Transferee further agrees and commits to comply with all such laws, rules, ordinances, permits, approvals, orders or regulations in such a manner as to insure that no liability or claims will be asserted against Seller.

Transferee further waives and releases Transferor from any and all claims and agrees to hold harmless, defend and indemnify Transferor from and against any demands, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees, court costs, and consultants' fees) of any and every kind of character, known or unknown, fixed or contingent, pertaining to, or arising out of, any subdivision requirements imposed by any governmental entity in connection with Transferee's acquisition and development of the Property.

The above waivers of warranty have been called to Transferee's attention and are voluntarily given.

TRANSFEREE'S INITIALS

Nothing in the foregoing waiver or this Act of Sale shall be deemed to establish or create any vendors' lien or privilege, resolatory condition, stipulation pour autrui or any other right or interest affecting or attaching to the Property in favor of Transferor or any other party, and all such rights or interests are expressly released, waived and renounced.

Transferee acknowledges the following restrictions on the Property, which restriction shall, to the fullest extent allowed by law, shall run with the land and be binding on Transferee and any future owners:

The Property shall not be used for the following uses or purposes:

1. An abortion clinic or medical-service-type facility that includes the provision of abortion services or counseling that promotes and/or encourages individuals to obtain abortions; or
2. A counseling service that includes as part of its options and/or recommendation to clients the consideration of abortion as an alternative to carrying a pregnancy through birth; or
3. An organization that advocates, in any manner, abortion or right of free choice of an individual to elect abortion.

The Property also is subject to the following restrictions:

1. Non-industrial or commercial;
2. Non-institutional, such as a school or community college; and
3. Single residence only.

This Act of Sale is made and accepted for and in consideration of the sum of _____
_____ & ___/100 Dollars (\$_____.__) cash, the receipt and sufficiency of which are hereby acknowledged by Transferor, who hereby grants full acquittance and discharge therefor.

All state and parish taxes assessed against the Property up to and including such taxes due and eligible for the year 2020 have been paid by Transferor. Transferee and Transferor acknowledge that the 2021 taxes respecting the Property have been prorated between Transferee and Transferor. Transferee

hereby assumes payment of any and all taxes respecting the Property for the year 2021 and any and all other future taxes.

In accordance with La. R.S. 9:2721(B), from and after the date of this Act of Sale, (a) the name of the person responsible for all property taxes and assessments is Transferee, and (b) all property tax and assessment notices should be mailed to the following address:

[INSERT]

The parties hereto waive production of all certificates and relieve and release the undersigned notaries from any and all responsibility or liability for the non-production thereof.

This Act of Sale may be executed in counterparts, which counterparts shall together constitute one act if signed by both Transferor and Transferee.

THUS DONE AND PASSED by Transferor in the Parish of _____, State of Louisiana on _____, 2021, but effective as of the Effective Date, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said appearer and me, notary.

WITNESSES:

TRANSFEROR:

Print Name: _____

**THE ROMAN CATHOLIC CHURCH OF
THE ARCHDIOCESE OF NEW ORLEANS,**
a Louisiana non-profit corporation

Print Name: _____

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

Print Name: _____

Notary/Bar No.: _____

My Commission Expires: _____

(Affix Seal if Outside Louisiana)

THUS DONE AND PASSED by Transferee in the Parish of _____, State of Louisiana on _____, 2021, but effective as of the Effective Date, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said appearer and me, notary.

WITNESSES:

TRANSFEE:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

Print Name: _____

Notary/Bar No.: _____

My Commission Expires: _____

(Affix Seal if Outside Louisiana)